

OOWA Board of Trustees Meeting
June 22, 2021 – 10:00 a.m.
Pryor, Oklahoma

A G E N D A

1. Consider approval of minutes for the April 27, 2021, meeting – Mick Webber.
2. CAO's report – David Stewart.
3. Financial Report – Stephanie Hammock.
4. Consider approval of Fiscal Year 2021 year-end audit engagement letter and Fiscal Year 2022 agreed upon quarterly procedures engagement letter with Hood & Associates – Stephanie Hammock.
5. Summary of Operations and Construction Report – John Schaffitzel.
6. Consider approval of Change Orders on current OOWA projects – John Schaffitzel.
7. Consider approval of filtered and treated water rates of the period of July 1, 2021, through December 31, 2021 – John Schaffitzel.
8. Consider approval of wastewater rates for the period of July 1, 2021, through December 31, 2021 – John Schaffitzel.
9. Consider approval of lease agreement with Red Devil for Building 617 – John Schaffitzel.
10. Consider award of contract for the rehabilitation of Sewer Line E to T-G Excavating, Inc. – John Schaffitzel.
11. Consider approval of construction contract with Ground Level, LLC for the 10th Street Grading, Drainage and Surfacing project – John Schaffitzel.
12. Consider approval of a Professional Services Agreement with Building & Earth Sciences, Inc., to provide civil material testing and inspection services on the 10th Street Grading, Drainage & Surfacing Project – John Schaffitzel.
13. Consider approval of an Agreement with Holloway, Updike and Bellen, Inc. (HUB) for engineering services for Water Treatment PLC Replacement, Communications Improvements and Programming – Jason Stutzman.
14. Consider approval of Professional Services Contract with Dillon Engineering, Inc., for Applications Engineering associated with the 2MGD Wastewater Treatment Plant Expansion – Jason Stutzman.
15. Consider approval for contract renewal and extension for Building 618 for XPO Lease – John Schaffitzel.

16. Consider approval of exercising a Right of First Refusal to repurchase property formerly owned by the Authority located at 1125 2nd Street in the Park – Larry Williams.
17. Consider approval of natural gas line easement to Oklahoma Natural Gas Company for establishment of service for Building 625 – Larry Williams.
18. Consider recognition and ratification of Fastenal's exercising a five (5) year lease extension option and approval of an additional five (5) year lease extension option. – Larry Williams.
19. 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.
20. Discuss and review for approval certain action related to the developing of the Ridgeline development area. – David Stewart.
21. Consider approval of contract for Engineering Services for the Hwy 412B resurfacing and round-about engineering – John Schaffitzel.
22. Consider approval of adjustment for hourly rate compensated employees – Stephanie Hammock.
23. Consider approval of CAO's expense claim – Mick Webber.
24. New Business

Next Regular Scheduled Board Meeting is August 24, 2021

Topic: OOWA Board Meeting – June 22, 2021
Time: June 22, 2021, 10:00 AM Central Time (US and Canada)

Trustees attending Regular, Open and Executive Session
On Site:

David Stewart
Mick Webber
Brent Kisling
Charles Sublett

Topic: OOWA Board Meeting - June 22, 2021
Time: 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

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

April 27, 2021

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

Trustees Absent: Brent Kisling

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
Art Visconti, OOWA
Rhett Morgan, Editor, Tulsa World
Barbara Hawkins, Pryor Chamber of Commerce
David King, MidFirst Bank – Tulsa

The meeting was called to order at 10:01 a.m. by Chairman Mick Webber. Mick Webber welcomed everyone to the meeting. Brent Kisling indicated he may or may not be able to join the meeting. Mick Webber called for approval of the February 23, 2021, meeting minutes. Sean Burrage made a motion to approve the February minutes, David Stewart seconded the motion. All others voted “aye.” Mick Webber called for approval of the March 30, 2021, special meeting minutes. Sean Burrage made a motion to approve the March minutes, Charles Sublett seconded the motion. All other votes “aye”.

David Stewart indicated there appears to be some relief with the pandemic as we have responded to approximately 30-40 companies that have expressed interest in the Midwest. These are primarily electronic vehicles and manufacturing companies. The electronic vehicle incentive with connectivity and charging stations across the United States that has been proposed is very interesting. Currently, OOWA is one of the finalists but under a non-disclosure and cannot give much detail at this time. The Midwest seems to be a likely candidate simply because of the ease of permitting, resources, and good workforce. It will be interesting to watch how this all plays out. The legislative session took a lot of effort on all ends but has ended in a positive way. We continue to improve and accelerate our plans to be on the front end of getting sites ready.

The staff has been and continues to be very busy. It is an exciting and fun time. All the efforts we have put into workforce, The District and housing are paying off as corporate America is responding very well as they see us on the cutting edge. Our utility rates are low compared to other parts of the United States, and we continue to improve the water reliability and have decided to double the size of our waste treatment plant to get ready for the growth as we continue to push faster. Currently, we are working with Tulsa to develop an automotive regional corridor in Green Country, which includes MidAmerica, Tulsa, The Port of Catoosa, and Inola so when you look at the capability and the connectivity between Tulsa, Northeastern Oklahoma and even Northwestern Arkansas, it is a very attractive corridor. It is very exciting to watch.

Larry Williams presented the operations and construction report. All the items are in green status and progressing well with no issues. The Capital Improvement Project A at the water treatment plant is progressing very well and will make a major change in the appearance and function. It is at thirty percent (30%) completion. Building 625 is at substantial completion and currently working on the punch list items. Those items will be worked through during the month of May. Building 100 was a remodel and repurpose of the office areas in the building. These projects are complete, and tenant is occupying. Industrial Preparation sites are being cleared and progressing very well with a May 15, 2021, deadline for trees on the ground. The Solae Railcar Storage Project is moving along well. The Parallel Taxiway Extension will begin paving shortly. The Wastewater Treatment Plant 2MGD Expansion is in submittal review and civil site work is underway and progressing very well. Mick Webber comment good job to the team with all the projects listed in green.

John Schaffitzel presented request for approval of three different change orders. Presenting the first change order for Building 625 with Fleming Construction Group which includes change order 030. A tenant, who is currently a tenant in the park, is using approximately 10,000 sf of the south end of this warehouse and has requested additional warehouse space and an installation of a dock leveler for one of the doors. The Change Order total is \$3,425.00.

John Schaffitzel presented request for approval of a change order for The District Commercial Development with Crossland Construction which includes change order 0039R2. In this project, there was an allowance carried for earth work items which now a credit allowance will be awarded back. There is also additional kitchen equipment for The Bunker for a catering kitchen which has been built out for events being held there. These modifications are related to PR24R2 and to catering room #204. This change order is a deduct of \$69,426.51.

John Schaffitzel presented request for approval of a change order for Coyote Hill Tree Clearing Project with Ground Level, LLC. Due to the environmental timeline, a ten-acre area of land, in which OOWA owns, has been identified for clearing. With the timeline/deadline of May 15 for environmental issues, clearing of this property can be included with this contract. The Change Order total is \$16,450.

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

John Schaffitzel presented for approval of contract with SSC Signs and Lighting, LLC for Phase I Signage and Wayfinding Program. David Stewart expressed the new branding efforts with the 60-year anniversary and a new look for MidAmerica, it was the appropriate time to improve the wayfinding and entrance signs. It is all part of the new brand and look for the Park. John Schaffitzel indicated the contract addresses two different areas of the Park regarding signage and wayfinding. The first area is the need for new signage at The District with the second being to improve the function of the existing wayfinding signage while updating the new "Brand" and logo which was implemented in 2020. This will improve the font size along with adding road names and removing company names. A pre-bid opening was held on April 1, 2021, for the Signage Package Phase 1-2021. Four contractors attended the pre-bid meeting for this project. On April 12, 2021, bids were opened with three bids being submitted and evaluated by OOWA staff. The lowest most responsive bid presented for this project was \$504,519.47 by SSC Signs and Lighting, LLC. The District's signage would begin immediately with an estimated 150 days to completion. David Stewart made a motion to award the contract to the lowest responsible bidder, SSC Signs and Lighting, LLC in the amount of \$504,519.47; Mick Webber seconded the motion. All others voted "aye".

John Schaffitzel presented for approval a contract to complete white box buildout for five (5) tenant spaces at The District. David Stewart said the shell of The District has been completed but with The District coming together during the pandemic it has been and continues to be a challenge. The food and beverage, as well as the entertainment industry, were the tenants being explored but those were the industries hit hard through Covid. This contract is a white box buildout for five spaces which includes demising walls, HVAC trim out, ceiling grid and tile, electrical trim out, and a single ADA bathroom. John Schaffitzel indicated the bids were received on April 26, 2021, which proved to be approximately \$75,000 less than the change order pricing. Two bids were received, one from Recco Construction for \$288,786 and the second from AC Owens for \$287,000 with just \$1,786 difference between the two contracts. It is recommended for approval to award the contract to AC Owens for the bid amount of \$287,000. Mick Webber made a motion to accept the lowest responsible bidder of AC Owens in the amount of \$287,000; David Stewart seconded the motion. All others voted "aye".

John Schaffitzel presented for approval a contract with JE Dirt Wurx, LLC for 2nd Street Grading, Drainage and Surfacing Project. Recently a piece of property was sold to Brent Electric along Webb Street (northwest corner of the Park). Part of the agreement with Oklahoma Ordnance Works Authority and Brent Electric is OOWA would design and construct a road along the southern border of the parcel. Olsson prepared a design, and a bid package was advertised for competitive bids and bids were opened on April 19, 2021. Five bids were submitted and opened. The lowest most responsive bidder was \$212,991.05 from JE Dirt Wurx which was below the engineer's estimate for the project. Staff recommendation is to accept the lowest most responsive bidder from JE Dirt Wurx in the amount of \$212,991.05. Sean Burrage made a motion to approve the lowest responsible bidder of JE Dirt Wurx in the amount of \$212,991.05; Charles Sublett seconded the motion. All others voted "aye".

John Schaffitzel presented approval of emergency repairs made during the February 2021 extreme weather event. Due to extreme weather that Oklahoma experienced in February, Oklahoma Ordnance Works Authority responded to numerous emergency situations during this event and emergency purchase orders were approved and issued. The total estimated cost for these situations was approximately \$132,997.43 with the largest item being for \$30,142.24 and \$85,897.43 spent to date. A state of emergency was issued by Governor Stitt and a Federal Disaster Declaration was approved by President Biden so OOWA will work with FEMA to provide reimbursement for these emergency expenses which is a cost share of 75%. A request will be submitted to the Oklahoma Department of Emergency Management by no later than May 25 for this reimbursement consideration. Mick Webber inquired if any of these expenses could be reviewed by insurance and reimbursed, staff will follow-up to inquire about insurance being used. Staff recommends approval for ratification of these issued emergency purchase orders. David Stewart made a motion to approve the ratification of emergency purchase orders; Charles Sublett seconded the motion. All others voted "aye".

John Schaffitzel presented for approval an Agreement with Holloway, Updike and Bellen, Inc., for engineering services for Coyote Hills Regional Lift Station and Force Main. David Stewart indicated that Coyote Hills' site was on the radar for next year's future development but due to the interest in sites, it is in the best interest to get this site developed now. A Lift Station is needed, and this design will help us maximize Coyote Hills, Igloo Valley and Ridgeline areas in which it will serve all three sites. The professional engineering services is to design a new 1.0 MGD (expandable to 3.0 MGD) regional duplex submersible lift station, which will help with the speed to market and our competitive advantage with allowing companies to start construction immediately, once they get here. It is approximately an 18-month project. The engineering contract is a lump sum of \$218,500. Mick Webber made a motion to approve the Agreement in the amount of \$218,500 with Holloway, Updike and Bellen; David Stewart seconded the motion. All others voted "aye".

Scott Fry presented for approval of execution and authorization of USDA Rural Business Development Grant Application, and grant acceptance and signature authority on grant related documentation. Oklahoma Ordnance Works Authority is seeking approval for a Resolution for a new USDA grant application which was submitted on March 25, 2021. The grant was written for a total of \$200,000 with a grant writing fee of \$2,500 plus a 1% commission fee. If successful in obtaining the grant, there is a maximum cost of \$4,500. The grant money will help with the launching of programs that have been developed over the past year, along with help covering expenses in the entry level program along with the technical training programs. It will help provide tuition for participants and offset funding for instructional costs. The training will take place at the Center of Excellence and includes the Industrial Operations Technology (IOT) program, the new Control System Technology program as well as the Process Technology program which will be launched this fall in coordination with Rogers State University. To date, \$2M has been spent on equipment to outfit the COE, which \$750,000 was grant funded to help with those costs. Sean Burrage made a motion to approve, accept and sign the grant documents; David Stewart seconded. All others voted "aye".

Agenda Item #12 was tabled.

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; 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 approval of operating budget for FY2022. The report and narrative of FY2022 was submitted to the Trustees. Mick Webber made a motion to approve the operating budget and the expenditures below \$50,000 as part of the budget; David Stewart seconded the motion. All others voted "aye".

David Stewart presented approval for election of Chairman and Vice Chairman for the Board of Trustees. These two positions are up for renewal. David Stewart made a motion to retain Mick Webber as Chairman and proposed Charles Sublett as Vice Chairman. Sean Burrage seconded the motion. All others voted "aye".

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

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

Chairman

Chief Administrative Officer

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Agenda Item #2

Title: CAO's Report



June 1, 2021

Board of Trustees
MidAmerica Industrial Park
Oklahoma Ordnance Works Authority

Trustees,

Please find the attached year-end financial statements for FY2021.

The Net Operating Income ended with \$5.1M versus a budgeted amount of \$674K, favorable \$4.5M. The favorable results are primarily due to interest income, \$617K received in non-recurring Grants, \$850K received in non-recurring land sales. The ending Net Operating Income is within \$100K of the forecast amount presented at the April board meeting.

Water Treatment Plant—Water Treatment Plant net income is \$1.5M versus a budgeted amount of \$1.2M, favorable \$305K.

Waste Treatment --Waste Treatment Plant net income is \$366K versus a budgeted loss of \$24K, favorable \$390K.

Administration-Key Variances from Budget

- Interest Income is \$5M versus a budgeted amount of \$2.7M, favorable \$2.3M.
- Building Rental Income is \$2.8M versus a budgeted amount of \$3.2M, \$377K under the budgeted amount, due primarily to the non-renewal of a land lease and the delayed completion of The District and Building 625.
- Buildings and Grounds expenses are \$430K versus a budgeted amount of \$381K, \$49K over the budgeted amount.
- Maintenance expenses are \$1.3M versus a budgeted amount of \$929K, \$373 over budget. The over budget amount is driven by the emergency repairs throughout the year and the River Pump True up expense.
- STEM and Workforce expenses are \$374K versus a budgeted amount of \$474K, favorable \$100K.
- Marketing expenses are \$498K versus a budgeted amount of \$689K, favorable \$191K.
- Professional Services are \$452K versus a budgeted amount of \$512K, favorable \$60K.
- Legal expenses are \$292K versus a budgeted amount of \$245K, \$47K over the budgeted amount.
- Depreciation expenses are \$5.0M versus a budgeted amount of \$4.9M, over the budgeted amount \$142K.

Cash Flow—Cash provided by operating activities is \$10.1 million with cash used for capital expenditures of \$14.4 million. A significant portion of the \$14.4M is associated with the following projects: \$367K for the Water Plant Facade Improvement Project, \$305K for the 10th Street Extension Project, \$314K for the Rehab of Sewer Lines G & H, \$240K for Equipment at the COE, \$3M for Building 625, \$1.2M for Red Crown Credit Union, \$600K for the Taxiway at MAIP Airport, \$4.7M for The District, \$509K for the Armin Road Sewer project, \$470K for Building 100 improvements, \$210K for the Wastewater Expansion Project, \$498K for the CIPA Project, and \$1.4M for 530 Rd. Project. Year to-date, cash and investments have decreased \$3.9M from \$132.5 million to \$128.5 million.

Best regards,

Stephanie Hammock

Oklahoma Ordnance Works Authority
Income Statement - Actual vs. Budget
Consolidated
For the Twelve Months Ending Friday, April 30, 2021

	<i>YTD</i>		<i>(Under)/Over</i>
	<i>Actual</i>	<i>Budget</i>	<i>Budget</i>
Revenue			
Interest Income	\$4,967,527	\$2,700,000	\$2,267,527
Building Rentals	2,806,683	3,183,695	(377,012)
Airport Sales	126,544	129,786	(3,242)
Waste Treatment Income	2,570,574	2,284,751	285,823
Water Sales	9,325,013	8,284,685	1,040,328
FAA Grant Reimbursement	20,000	0	20,000
Gain/Loss on Disposal of Assets	1,346,681	250,000	1,096,681
Miscellaneous Sales	343,708	180	343,528
Total Revenue	21,506,730	16,833,097	4,673,633
Cost of Revenue			
Wages & Benefits	1,264,902	1,275,951	(11,049)
Maintenance	1,301,726	928,610	373,116
Housekeeping & Security	50,837	42,490	8,347
Utilities, Heat, Lights	120,576	192,069	(71,493)
Russell Hunt Lodge	7,259	35,000	(27,741)
Airport	85,375	71,502	13,872
Expo Center	83,145	102,000	(18,856)
Buildings & Grounds	429,752	380,548	49,203
Power	1,133,673	1,090,000	43,672
Water	175,731	225,480	(49,749)
Chemicals	1,499,713	1,560,000	(60,287)
Laboratory, Permits, Testing	610,716	558,500	52,217
Other Operating Expense	4,451	7,840	(3,389)
Total Cost of Revenue	6,767,856	6,469,990	297,866
Gross Margin	14,738,874	10,363,107	4,375,767
Operating Expenses			
General & Administrative			
Workforce	178,155	261,450	(83,294)
STEM	195,346	212,000	(16,654)
Marketing	498,414	689,740	(191,327)
Salaries & Benefits	2,398,484	2,298,261	100,223
Travel, Meals & Entertainment	18,833	31,300	(12,467)
Continuing Educat/Training	3,623	14,200	(10,577)
Professional Services	452,230	512,501	(60,271)
Legal Services	291,527	244,999	46,528
Engineering Services	16,572	52,000	(35,428)
Telephone Expense	82,240	98,750	(16,511)
Office Supplies & Software	72,960	58,050	14,909
Other A & G	24,754	33,060	(8,306)
Insurance Expense	368,158	326,200	41,958
Depreciation Expense	4,999,339	4,856,968	142,371
Total General & Administrative	9,600,635	9,689,479	(88,847)
Income (Loss) from Operations	5,138,239	673,628	4,464,611

Oklahoma Ordnance Works Authority
Income Statement - Actual vs. Budget
Administration
For the Twelve Months Ending Friday, April 30, 2021

	<u>YTD</u>		<u>(Under)/Over</u>
	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>
Interest Income	\$4,967,527	\$2,700,000	\$2,267,527
Building Rentals	2,806,682	3,183,695	(\$377,013)
Airport Sales	126,544	129,786	(\$3,242)
FAA Grant Reimbursement	20,000	0	\$20,000
Gain/Loss on Disposal of Assets	1,346,681	250,000	\$1,096,681
Miscellaneous Sales	343,708	180	\$343,528
Total Revenue	9,611,142	6,263,661	\$3,347,481
Cost of Revenue			
Wages & Benefits	402,721	399,109	3,612
Maintenance	177,559	260,844	(83,285)
Housekeeping & Security	50,837	42,490	8,347
Utilities, Heat, Lights	105,426	178,785	(73,359)
Russell Hunt Lodge	7,259	35,000	(27,741)
Airport	85,375	71,502	13,873
Expo Center	83,145	102,000	(18,855)
Buildings & Grounds	429,752	380,548	49,204
Water	490	480	10
Laboratory, Permits, Testing	2,339	3,000	(661)
Other Operating Expense	2,081	3,144	(1,063)
Total Cost of Revenue	1,346,984	1,476,902	(129,918)
Gross Margin	8,264,158	4,786,759	3,477,399
Operating Expenses			
General & Administrative			
Workforce	178,155	261,450	(83,295)
STEM	195,346	212,000	(16,654)
Marketing	498,414	689,740	(191,326)
Salaries & Benefits	1,010,670	989,862	20,808
Travel, Meals & Entertainment	18,691	20,000	(1,309)
Continuing Educat/Training	2,500	1,700	800
Professional Services	432,521	489,500	(56,979)
Legal Services	286,825	229,999	56,826
Engineering Services	1,000	12,000	(11,000)
Telephone Expense	52,162	70,400	(18,238)
Office Supplies & Software	66,851	45,050	21,801
Other A & G	22,408	30,560	(8,152)
Insurance Expense	248,918	340,000	(91,082)
Depreciation Expense	2,022,339	1,936,968	85,371
Total General & Administrative	5,036,800	5,329,229	(292,429)
Income (Loss) from Operations	3,227,358	(542,470)	3,769,828

Oklahoma Ordnance Works Authority
Income Statement - Actual vs. Budget
Water Treatment
For the Twelve Months Ending Friday, April 30, 2021

	<u>YTD</u>		<u>(Under)/Over</u>
	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>
Revenue			
Water Sales	\$9,325,013	\$8,284,685	\$1,040,328
Total Revenue	<u>9,325,013</u>	<u>8,284,685</u>	<u>1,040,328</u>
Cost of Revenue			
Wages & Benefits	672,457	647,011	25,447
Maintenance	887,855	369,753	518,102
Utilities, Heat, Lights	14,707	12,805	1,903
Power	971,534	920,000	51,534
Water	175,241	225,000	(49,759)
Chemicals	1,499,713	1,560,000	(60,287)
Laboratory, Permits, Testing	567,705	497,000	70,705
Other Operating Expense	1,139	3,499	(2,360)
Total Cost of Revenue	<u>4,790,351</u>	<u>4,235,068</u>	<u>555,283</u>
Gross Margin	<u>4,534,662</u>	<u>4,049,617</u>	<u>485,045</u>
Operating Expenses			
General & Administrative			
Salaries & Benefits	1,015,277	957,524	57,753
Travel, Meals & Entertainment	0	8,800	(8,800)
Continuing Educat/Training	728	10,000	(9,272)
Professional Services	18,496	18,000	496
Legal Services	4,702	10,000	(5,298)
Engineering Services	8,572	25,000	(16,428)
Telephone Expense	21,353	18,000	3,353
Office Supplies & Software	2,423	11,000	(8,577)
Other A & G	1,676	1,500	176
Insurance Expense	101,179	90,000	11,179
Depreciation Expense	1,815,493	1,660,000	155,493
Total General & Administrative	<u>2,989,899</u>	<u>2,809,824</u>	<u>180,074</u>
Income (Loss) from Operations	<u>1,544,763</u>	<u>1,239,793</u>	<u>304,970</u>

Oklahoma Ordnance Works Authority
Income Statement - Actual vs. Budget
Waste Treatment
For the Twelve Months Ending Friday, April 30, 2021

	<i>YTD</i>		<i>(Under)/Over</i>
	<i>Actual</i>	<i>Budget</i>	<i>Budget</i>
Revenue			
Waste Treatment Income	\$2,570,574	\$2,284,751	\$285,823
Total Revenue	2,570,574	2,284,751	285,823
Cost of Revenue			
Wages & Benefits	189,724	229,832	(40,108)
Maintenance	236,312	298,013	(61,701)
Utilities, Heat, Lights	444	480	(36)
Power	162,139	170,000	(7,862)
Laboratory, Permits, Testing	40,672	58,500	(17,828)
Other Operating Expense	1,231	1,197	34
Total Cost of Revenue	630,522	758,022	(127,500)
Gross Margin	1,940,052	1,526,729	413,323
Operating Expenses			
General & Administrative			
Salaries & Benefits	372,537	350,875	21,662
Travel, Meals & Entertainment	143	2,500	(2,357)
Continuing Educat/Training	395	2,500	(2,105)
Professional Services	1,213	5,000	(3,787)
Legal Services	0	5,000	(5,000)
Engineering Services	7,000	15,000	(8,000)
Telephone Expense	8,725	10,350	(1,625)
Office Supplies & Software	3,686	2,000	1,686
Other A & G	670	1,000	(330)
Insurance Expense	18,062	16,200	1,862
Depreciation Expense	1,161,506	1,140,000	21,506
Total General & Administrative	1,573,937	1,550,425	23,510
Income (Loss) from Operations	366,115	(23,696)	389,811

Cash Flow
Oklahoma Oklahoma Works Authority
For the Twelve Months ended April 30, 2021

	May	June	July	August	September	October	November	December	January	February	March	April	YTD
Net income from Operations	839,592	409,730	314,207	483,727	369,460	69,931	915,708	595,635	505,626	346,768	156,733	17,022	9,138,239
Add Back Non-Cash Expenses:													
Depreciation and Amortization	409,969	409,969	409,969	409,969	410,324	420,618	406,722	406,831	407,274	407,851	415,645	484,190	4,989,340
Net Cash Flow from Operations	1,349,471	819,699	724,176	893,696	779,774	510,549	1,322,430	1,002,666	912,900	754,619	572,378	501,221	10,137,579
Sources (Uses) of Cash:													
Accounts Receivable	(167,371)	(79,330)	(20,897)	(23,455)	(30,115)	341,892	(139,114)	(78,569)	57,077	161,086	(75,031)	84,516	30,891
Liabilities	163,417	(26,558)	71,879	46,699	(156,231)	18,044	126,678	(85,985)	116,573	(19,078)	(34,965)	(217)	220,056
Inventory	17,561	2,864	(14,388)	31,535	(860)	(22,690)	309	8,531	21,905	(33,603)	36,444	(10,783)	36,805
Prepaid Expenses	25,021	25,372	(16,822)	16,709	(320,792)	84,252	(2,339)	25,372	46,520	41,186	37,966	37,966	3
Other Assets	51	51	51	51	51	51	51	51	51	51	51	51	612
Total Sources (Uses) of Cash	38,679	(77,601)	19,623	71,039	(507,927)	421,549	(14,415)	(130,800)	242,126	149,654	(35,515)	111,556	288,167
Net Cash Flow from Operating Activities	1,388,150	736,088	743,799	964,735	271,847	932,098	1,308,015	872,066	1,155,026	904,273	536,863	612,776	10,425,746
Cash flow from Investing activities:													
Additions to Fixed Assets	(2,155,295)	(1,998,535)	(1,534,607)	(602,996)	(1,648,621)	(876,469)	(1,279,633)	248,874	(1,143,966)	(1,137,150)	(1,225,465)	(1,077,985)	(14,422,868)
	(2,155,295)	(1,998,535)	(1,534,607)	(602,996)	(1,648,621)	(876,469)	(1,279,633)	248,874	(1,143,966)	(1,137,150)	(1,225,465)	(1,077,985)	(14,422,868)
Net Increase (Decrease) in Cash	(767,145)	(1,253,437)	(790,808)	361,739	(1,376,774)	55,629	28,382	1,120,940	11,040	(232,877)	(688,602)	(465,209)	(3,997,122)
Cash & Investments at Beginning of Period	132,501,283	131,734,138	130,480,701	129,689,893	130,051,632	128,674,858	128,730,487	128,758,889	129,879,809	129,890,849	129,657,972	128,968,370	132,501,283
Cash & Investments at End of Period	131,734,138	130,480,701	129,689,893	130,051,632	128,674,858	128,730,487	128,758,889	129,879,809	129,890,849	129,657,972	128,968,370	128,504,161	128,504,161

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #4

Title: Consider approval of FY2021 year-end audit engagement letter and FY2022 agreed upon quarterly procedures engagement letter with Hood & Associates.

Relevant Information: Oklahoma Ordnance Works Authority reached out to three (3) auditing firms for services associated with the FY2021 year-end audit and the FY2022 agreed upon procedures. Two firms returned bid proposals based on the scope of work by OOWA. One firm did not submit a response. The bids have been evaluated by the OOWA staff and the lowest and most responsive bid is presented for approval.

Cost of Project: The cost for the FY2021 year end audit is a not to exceed amount of \$26,800.
The cost for the FY2022 agreed upon quarterly procedures has a not to exceed amount of \$1,800 per quarter.

Timing: Work for the FY2021 year-end would begin in July of 2021 and with a completion date no later than October 31, 2021, to allow filing of the final report with the State Auditor. FY2022 quarterly agreed upon procedures would begin approximately one month of the end of each quarter.

Management's Recommendation: Staff hereby recommends approval of the FY2021 year-end agreement and the FY2022 agreed upon quarterly procedures with Hood & Associates.

<u>WATER</u>	<u>Ref.</u>	<u>PROJECT DESCRIPTION</u>	<u>STATUS</u>	<u>COST</u>	<u>COMMENT/STATUS</u>
	8	Capital Improvement Project A	Underway	\$3.0M	WTP Operations/Lab/Reception/Break Rooms Remodel Underway @80%
	9	Utility and Asset Mapping	Underway	\$30,000	Digital map integration training is complete. Field maps are live for use by maintenance.
	10	NE Water Loop	Engineering	\$139,500	HUB scheduling kick-off meeting and NGC data request.
	11	WTP2 Storage Tank Rehab	Engineering	\$132,100	10 MG tank inspection is complete. Design underway
	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	Crossland Construction work items complete. Tenant build outs underway for Fat Toad, Express and Farmers.
	22	Bldg. 625	Underway	\$6,262,759	Final punchlist items near completion. Tenant leasing 10,000 sf of space.
	23	Bldg. 626	On Hold	\$134,830	Project on hold. Completed 90% drawings.
<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 relocation costs.
	34	10th St. Extension to 412B	Underway	\$5.3M (est.)	Bids received and recommendation to contract for construction June 2021.
	35	Coyote Hill Tree Clearing	Underway	\$129,250	Final grading, finish burning and restoration of vegetation near completion.
	36	Industrial Site Preparation 2021	Underway	\$257,905	Final grading, finish burning and restoration of vegetation near completion.
	37	2nd Street Grading, Drainage and Surfacing	Underway	\$213,591	Construction underway. Due to be complete summer of 2021.
	38	OOWA Industrial Site Signage Package Phase	Underway	\$504,519	Submittal review in process. Due to be complete October 2021.
<u>MISC.</u>					
	40	Google/Myall	On Hold		Project coordination - Easement, water capacity, Master Development Agreement on hold.
	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 stabilization 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. Concrete structure underway.
	51	Line E Rehabilitation	Underway	\$750K (est.)	Bids received and recommendation to contract for construction June 2021.
	52	WWTP Headworks Loading	Engineering	\$15,700	Design review and needs assessment underway.
	53	Coyote Hills Regional Lift Station	Engineering	\$218,500	Engineering underway.

OOWA Board Meeting
Projects - Change Order Summary
 Tuesday, June 22, 2021

Agenda #6

			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
Phase I Signage and Wayfinding Program						
Cushman and Wakefield CHANGE ORDER NO. 1	\$21,000	\$ -	\$ 17,500.00	\$ 17,500.00	83.33%	\$ 38,500.00
Contract Duration	182 Days	0 Days	182 Days	182 Days		364 Days
OOWA Industrial Site Preparation 2021						
Paragon Contractors, LLC CHANGE ORDER NO. 1	\$ 257,905.00	\$ -	\$ 8,160.00	\$ 8,160.00	3.16%	\$ 266,065.00
Contract Duration	150 Days	0 Days	0 Days	0 Days		150 Days
Coyote Hill Tree Clearing						
Ground Level, LLC CHANGE ORDER NO. 2	\$ 129,250.00	\$ -	\$ 2,350.00	\$ 16,450.00	14.50%	\$ 148,050.00
Contract Duration	150 Days	0 Days	0 Days	0 Days		150 Days
DuPont Industrial Track Expansion						
American Track Generations, LLC CHANGE ORDER NO. 1	\$1,232,252.55	\$ -	\$ 76,916.60	\$ 76,916.60	6.24%	\$ 1,309,169.15
Contract Duration	150 Days	0 Days	15 Days	15 Days		165 Days

SECTION 00700

CHANGE ORDER

Order No.: 1
Date: 6/7/2021
Agreement Date: 12/22/2020

NAME OF PROJECT: Phase 1 Signage and Wayfinding Program

OWNER: OKLAHOMA ORDNANCE WORKS AUTHORITY

CONTRACTOR: Cushman and Wakefield

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Extension of management for the project 5 months.

Original CONTRACT PRICE: \$ \$21,000

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ \$21,000

The new CONTRACT PRICE including this CHANGE ORDER will be (increased) (decreased)
by \$ 17,500

The new CONTRACT PRICE including this CHANGE ORDER will be \$ \$38,500

The CONTRACT TIME will be (increased) (decreased) by 182 calendar days.

The date for completion of all work will be November 30, 2021

AUTHORITY: _____

CONTRACTOR: _____

ENGINEER: _____

CHANGE ORDER

00700 - 1 of 1

Additional Services Amendment

This Amendment is entered into as of the 2nd day of June 2021, by and between CUSHMAN & WAKEFIELD U.S., INC., a Missouri corporation ("CW"), and OKLAHOMA ORDINANCE WORKS AUTHORITY, a public trust whose beneficiary is the State of Oklahoma. ("Client").

WITNESSETH:

WHEREAS, Client and CW entered into a Project Management Agreement (the "Agreement"), dated as of December 22, 2020, pursuant to which CW agreed to provide certain project management services with respect to an extension of the overall project schedule (the "Project"); and

WHEREAS, Client desires to have CW provide certain other services with respect to the Project which Cushman & Wakefield is willing to do on the following terms and conditions.

NOW THEREFORE, in consideration of the payment hereinafter specified to be made by Client, and in consideration of the agreements and mutual covenants of the parties herein contained, the parties hereto hereby agree as follows:

1. CW agrees to provide the additional services (the "Additional Services") described below:
 - (a) The project management services for the original agreed upon scope to extend from the end of June 2021 through November 2021.
2. Client agrees to pay CW the additional compensation set forth below:
 - a. \$3,500 per month beginning in July 2021 and completing at the end of the project under the current schedule which is assumed to be November 2021.

The compensation table below reflects the additional fees to be added to the Agreement:

Month	Fee
July 2021	\$3,500.00
August 2021	\$3,500.00
September 2021	\$3,500.00
October 2021	\$3,500.00
November 2021	\$3,500.00
TOTAL ADDITIONAL FEE	\$17,500.00

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CLIENT

Oklahoma Ordinance Works Authority

CW

Cushman & Wakefield U.S., Inc.

By: _____

By: _____

Additional Services Amendment

Name: _____

Name: Brad Blankenship

Its: _____

Its: Senior Managing Director

CHANGE ORDER

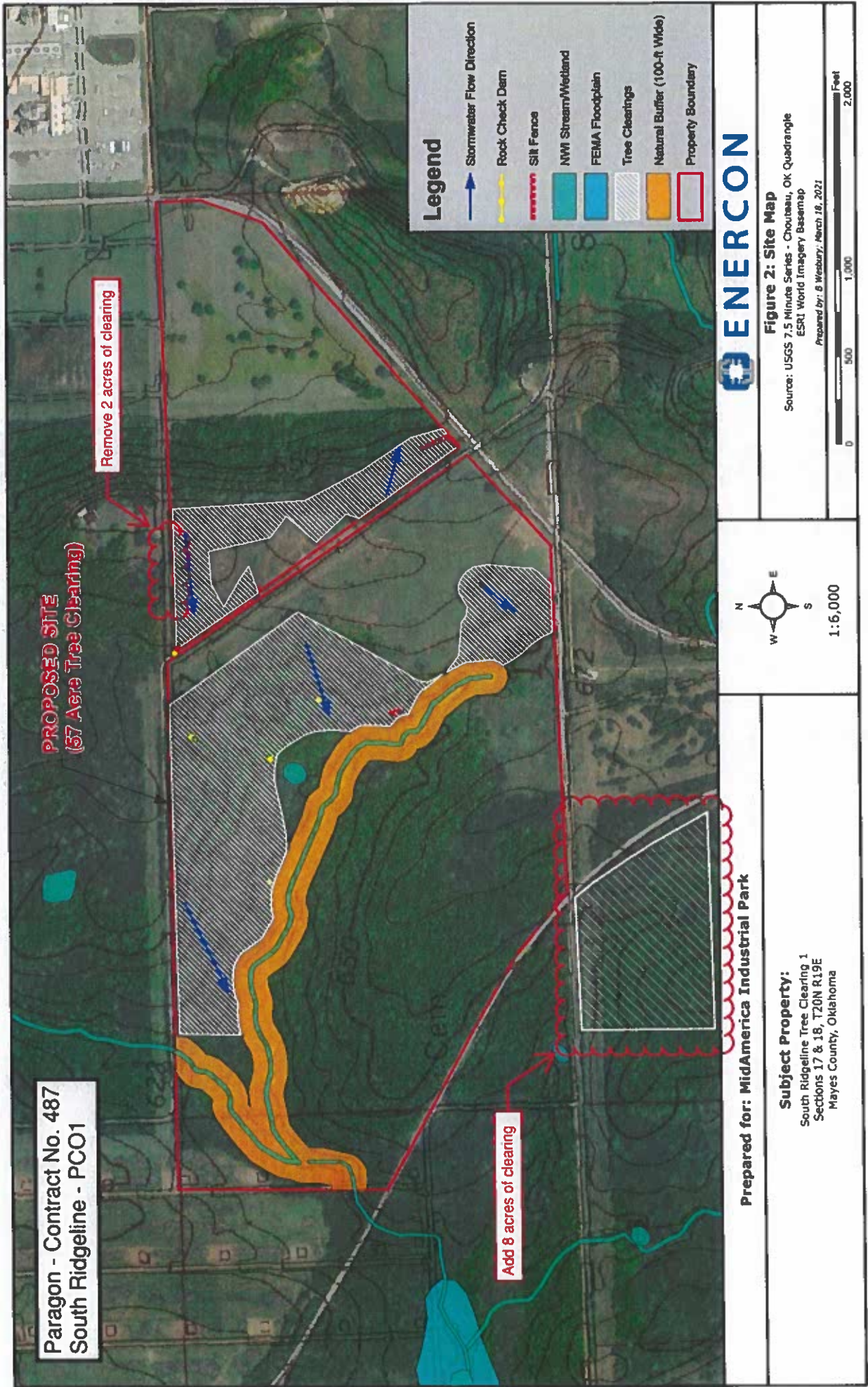
Agreement Date: April 5, 2021

CONTRACTOR: Paragon Construction, LLC

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

ENGINEER: _____

00700 - 1 of 1



SECTION 00700

CHANGE ORDER

Order No.: 2 _____

Date: May 10, 2021 _____

Agreement Date: February 15, 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 1 Acer

Original CONTRACT PRICE: \$ 129,250 _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 145,700 _____

The new CONTRACT PRICE including this CHANGE ORDER will be (increased) (decreased)
by \$ 2,350 _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 148,050 _____

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

SECTION 00700

CHANGE ORDER

Order No.: ONE (1)
Date: June 9, 2021
Agreement Date: January 5, 2021

NAME OF PROJECT: **DuPont Industrial Track Expansion**

OWNER: **OKLAHOMA ORDNANCE WORKS AUTHORITY**

CONTRACTOR: **AMERICAN TRACK GENERATIONS, LLC**

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Addition of 1,522 LF of 6' chain-link fence with 3 strands of barbed wire, one (1) pedestrian gate, one (1) 16' gate and one (1) 32' double gate.

Original CONTRACT PRICE: \$ 1,232,252.55

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be (increased) (decreased) by \$ 76,916.60

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 1,309,169.15

The CONTRACT TIME will be (increased) (decreased) by 15 Calendar Days.

The date for completion of all work will be September 10, 2021

AUTHORITY: _____

CONTRACTOR: 

ENGINEER: _____

CHANGE ORDER

00700 - 1 of 1

Office: 817-439-5693

www.americantrack.com

Fax: 888-700-6393



2488 Golden Triangle Blvd.
Fort Worth, TX 76177

DATE: 5/17/2021
Owner: DuPont
Attn: Larry Williams

Reference: Change Order – Install Chain Link Fence

Mr. Williams,

American Track is pleased to provide a proposal to complete the addition of 1,522 LF of 6' Chain Link Fence with 3 strands of barbed wire, one 4' pedestrian gate, one 16' gate, and one 32' double gate. This proposal is based off of American Track current mobilization.

This scope of work may be completed for one lump sum amount of \$76,916.60 (Seventy-Six Thousand, Nine Hundred and Sixteen Dollars and Sixty Cents)

Thank you for allowing ATG the opportunity to bid this project,

Jason Jones
Area Manager

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #7

Title: Consider approval of water rates for the period of July 1, 2021, through December 31, 2021.

Issue: OOWA's customer contracts for the sale and purchase of filtered and treated water provide for a semi-annual evaluation of water treatment operations with a specific goal of determining the need for any rate adjustment.

Relevant Information: Staff has conducted a through analysis of OOWA's water plant operation for the above stated rate period. Professional services are expected to see a major increase due to recommendations associated with an America Water Infrastructure Act (AWIA) study that will add increased security and resiliency measures at the water plant. A rise in chemical prices is also a major factor. Chemical bids for the 2021 reflected an increase in 5 of the 7 chemicals that are used to treat the raw water. A modest increase of 2.25% across the board will take our base water rate from \$1.64 per thousand gallons to \$1.68 per 1,000 gallons. The recommended adjusted rate still leaves us in a highly favorable position when compared against other major water suppliers in the region.

Cost of Project: This is a revenue generating item and there is no direct cost associated with consideration of this agenda item.

Timing: Any approved rate adjustment will become effective July 1, 2021.

Management's Recommendation: Staff hereby recommends approval of increasing the filtered and treated water rates 2.25% for the period beginning July 1, 2021.

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #8

Title: Consider approval of wastewater rates for the period of July 1, 2021, through December 31, 2021.

Issue: OOWA's customer contracts for treatment of wastewater discharge provides for a semi-annual evaluation of wastewater treatment operations with a specific goal of determining the need for any rate adjustment.

Relevant Information: Staff has conducted a through analysis of OOWA's wastewater treatment plant operation for the above stated rate period. Cost centers associated with the operations are poised to see an increase during the upcoming six-month evaluation period. Professional services are expected to see a significant increase due to recommendations associated with an America Water Infrastructure Act (AWIA) study. Improvements to infrastructure, headworks and electrical redundancy also contribute to the professional costs. The WWTP expansion project, that is currently underway, will require 2 additional full-time employees to assist with operations. An increase of 3.5% across the board is necessary to keep our modest operating margins intact. This adjustment moves our base wastewater treatment rate from \$2.92 per 1,000 gallons of metered wastewater effluent coming into our system to \$3.02 per 1,000 gallons. That same adjustment will be applied to flat rate customers and per employee usage calculations.

Cost of Project: This is a revenue generating item and there is no direct cost associated with consideration of this agenda item.

Timing: Any approved rate adjustment will become effective July 1, 2021.

Management's Recommendation: Staff hereby recommends approval of increasing the wastewater treatment rates 3.5% for the period beginning July 1, 2021.

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #9

Title: Consider approval of lease agreement with Red Devil for Building 617.

Issue: Red Devil is currently in need of warehouse space. They are currently using warehouse space in Tulsa and would prefer to have their warehousing closer to the production facility in the Park. They considered a 25,000 s.f. portion of Building 625 or all of Building 617 which is 30,000 s.f. Building 617 was the best fit for their current need.

Relevant Information: Consider approval of a lease agreement with Red Devil, Inc. for a period of six (6) months with a transition to month to month at the end of six (6) months. The lease rate is \$6.25 / s.f. for a monthly of \$15,625.00. They had an immediate need to move in June 15, 2021, with a commitment by OOWA staff to get approval of the lease at the next scheduled Board of Trustees meeting.

Cost of Project: This lease is a revenue generating item earning \$15,625 per month in lease payments on Building 617.

Timing: Move in date was 6/15/2021.

Management's Recommendation: Management recommends approval of lease for Building 617 based a monthly rate of \$15,625 for a six (6) month period that transitions to month to month with a 30 day notification at the end of the six (6) month period.

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #10

Title: Consider award of contract for the rehabilitation of Sewer Line E to T-G Excavating, Inc.

Issue: This project includes the rehabilitation of Sewer Line E that was identified to have a significant amount of inflow and infiltration of ground water through deteriorated sections of pipe and manholes. The need for rehabilitation of these lines was discovered by the inflow and infiltration study completed in 2012 of OOWA sewer lines.

Relevant Information: Sewer Line E is located on the west side of HWY 412B from Air Products to Cascades Paper. Design documents were prepared by Holloway, Updike and Bellen for trenchless replacement for 2852' of sewer line with two add alternates for 400' and 488' of trenchless replacement. A mandatory pre-bid was held on May 27, 2021, with four contractors in attendance. Two competitive bids were received on June 3, 2021, at 2:00 PM. Both bids were lower than the engineers estimate of \$812,806 provided by HUB Engineers.

Cost of Project: The lump sum contract amount is \$744,444 to T-G Excavating, Inc. for rehabilitation of Sewer Line E. Contract amount includes base bid, add alt 1 and add alt 2.

Timing: Award of contract to be issued immediately and the scope-of-work scheduled to be complete within 60 days. Start date is dependent on material availability.

Management's Recommendation: Staff hereby recommends approval of the contract to T-G Excavating, Inc. in the amount of \$744,444 for the rehabilitation of Sewer Line E.

818 East Side Boulevard
Post Office Box 1543
Muskogee, OK 74402
P: (918) 682-7811
F: (918) 682-4551



905-A South 9th Street
Broken Arrow, OK 74012
P: (918) 251-0717
F: (918) 251-0754
hubengineers.com

ENGINEERS

June 14, 2021

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

Re: Sanitary Sewer Rehabilitation
Oklahoma Ordnance Works Authority

Dear Mr. Schaffitzel,

We have tabulated the bids received on June 3, 2021 on the above referenced project. A copy of the bid tab is attached.

T-G Excavating, Inc. was the lowest bidder and in our opinion they are capable of performing the work and should be considered for award of the contract for the Base Bid (\$581,944.00) plus all alternates as budget allows.

Base Bid	\$581,944.00
Add Alt 1	\$72,100.00
Add Alt 2	\$90,400.00

Sincerely,

HOLLOWAY, UPDIKE & BELLEN, INC.

Dale Seaton, P.E.
Principal

BID TABULATION SANITARY SEWER REHABILITATION OKLAHOMA ORDINANCE WORKS AUTHORITY MID AMERICA INDUSTRIAL PARK JUNE 3, 2021 - 2:00 P.M.				CONTRACTOR Engineer's Estimate		CONTRACTOR T-G Excavating, Inc. 26016 E Admiral Place Catoosa, OK 74015		CONTRACTOR Cook's Consulting P.O. Box 10 Fort Gibson, OK 74434					
ITEM	DESCRIPTION	QTY	UNIT	BASE BID	ADD ALT 1	ADD ALT 2	UNIT PRICE	TOTAL PRICE	BASE BID	ADD ALT 1	ADD ALT 2	UNIT PRICE	TOTAL PRICE
	BASE BID								\$581,944.00				\$629,690.40 *
1	Trenchless 8"	638	LF	\$155.00			\$100.00	\$98,890.00					\$86,768.00
2	Trenchless 12"	2214	LF	\$170.00			\$130.00	\$376,380.00					\$314,388.00
3	Service Connections	2	EA	\$500.00			\$500.00	\$1,000.00					\$2,000.00
4	Sodding	1000	SY	\$5.00			\$5.00	\$5,000.00					\$2,000.00
5	Construction Staking	1	LS	\$5,000.00			\$2,500.00	\$2,500.00					\$500.00
6	Mobilization	1	LS	\$50,000.00			\$49,452.00	\$50,000.00					\$100,000.00
7	5' ID Manhole	8	EA	\$5,000.00			\$6,000.00	\$40,000.00					\$40,000.00
8	5' ID Manhole - Extra Depth	22	VF	\$250.00			\$450.00	\$5,500.00					\$5,940.00
9	Construction Allowance	1	LS	\$50,000.00			\$50,000.00	\$50,000.00					\$50,000.00
10	Restoration	1	LS	\$7,500.00			\$10,000.00	\$7,500.00					\$10,000.00
11	Post TV Inspection	2804	LF	\$3.00			\$18.00	\$8,412.00					\$10,094.40
12	Connection to Manhole	8	EA	\$500.00			\$500.00	\$4,000.00					\$8,000.00
	ADD ALTERNATE NO. 1												
13	Trenchless 12"	400	LF	\$170.00			\$150.00	\$68,000.00					\$58,800.00
14	5' ID Manhole	1	EA	\$5,000.00			\$6,500.00	\$5,000.00					\$5,000.00
15	5' ID Manhole - Extra Depth	8	VF	\$250.00			\$450.00	\$2,000.00					\$2,160.00
16	Post TV Inspection	400	LF	\$3.00			\$5.00	\$1,200.00					\$1,440.00
	ADD ALTERNATE NO. 2												
17	Trenchless 12"	488	LF	\$170.00			\$170.00	\$82,960.00					\$81,496.00
18	Post TV Inspection	488	LF	\$3.00			\$5.00	\$1,464.00					\$1,756.80
19	Connection to Manhole	1	EA	\$500.00			\$5,000.00	\$5,000.00					\$2,000.00

* Addition Error

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #11

Title: Consider approval of a construction contract with Ground Level, LLC for the 10th Street Grading, Drainage & Surfacing project.

Issue: OOWA has identified need for additional street & road construction within the Park, so as to provide better access to existing plant facilities on the east side of MAIP at State Highway 412-B to the Armin Road/Zarrow Street/Main Street areas in the central and west portions of the Park. In addition, this prime traffic conduit will help facilitate future marketing efforts of the Igloo Valley/Ridgeline/Coyote Development Areas that have recently undergone site clearing improvements. This 10th Street extension project is a primary component of the overall long-range new roads' construction plan.

Relevant Information: OOWA has contracted with Olsson consulting engineers to prepare a Master Plan for the entire Park. An important component of the planning is consideration of surface transportation for immediate and future needs. As a result of many working meetings and discussions between OOWA and Olsson, it was determined extending 10th Street approximately 1.9 miles from the recently completed section of 10th Street at its connection at Zarrow Street, east through the northern portion of Igloo Valley and Ridgeline Development Areas to connect at 412-B, was deemed highest priority to achieve immediate and future needs of the Park. Eventually 10th Street will have connection to US Highway 69 and serve as a main feeder road to areas of existing, and future development areas of the Park. OOWA management directed Olsson to prepare bid/construction documents for the project. The project was advertised in the local newspaper, with bid documents provided to electronic plan rooms. A Mandatory Pre-Bid meeting was held June 2, 2021, with (8) Prime Contractors in attendance. Competitive bids from five (5) Prime Contractors were opened publicly on June 15, 2021. After review, it was determined Ground Level, LLC provided the lowest responsible bid at \$4,969,231.11. The engineer's estimate was \$5,341,014.20.

Cost of Project: The total contract amount is \$4,969,231.11 to Ground Level, LLC for completing the 10th Street Grading, Drainage & Surfacing project work as provided in Bidding Documents.

Timing: Award of contract to be issued immediately upon approval of the Board with the scope of work not to exceed (240) calendar days. Start of work is anticipated August 2021.

Management's Recommendation: Staff hereby recommends approval of the contract to Ground Level, LLC in the amount of \$4,969,231.11 for the 10th Street Grading, Drainage & Surfacing project.

OOWA Board Meeting
June 22, 2022

To: OOWA Board of Trustees

Consider Approval of Agenda Item #12

Title: Consider approval of a Professional Services agreement with Building & Earth Sciences, Inc., to provide civil material testing and inspections services on the 10th Street Grading, Drainage & Surfacing Project.

Issue: Approval to enter into contract with Building & Earth Sciences, Inc., to construct the 10th Street Grading, Drainage & Surfacing Project), professional inspection and testing services will be required to ensure Building & Earth Sciences, Inc., is constructing the project in compliance with contract documents.

Relevant Information: Building & Earth Sciences, Inc., a Professional Geotechnical, Environmental, and Materials Engineering company licensed in the State of Oklahoma was solicited to provide a proposal of scope of services and associated costs to provide civil material testing and inspection services on the 10th Street Grading, Drainage & Surfacing Project. OOWA received their proposal on June 17, 2021. After review, it was determined Building & Earth Sciences, Inc., provided a thorough and comprehensive proposal that met OOWA's requirements for testing and inspection services on the project. Building & Earth Sciences, Inc., proposal amount of \$70,000.00 is deemed fair and reasonable for the services to be rendered.

Cost of Project: The total contract amount is to be \$70,000.00 to Building & Earth Sciences, Inc., for third party material testing and inspection services for the 10th Street Grading, Drainage & Surfacing Project.

Timing: Award of contract to be issued immediately upon approval of the Board. Start of work is anticipated beginning August 2021 and will occur over the 240 days estimated for construction.

Management's Recommendation: Staff hereby recommends approval of the contract to Building Earth & Sciences, Inc., in the amount of \$70,000.00 for professional testing and inspection services on the 10th Street Grading, Drainage & Surfacing Project.

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #13

Title: Consider approval of an Agreement with Holloway, Updike and Bellen, Inc. (HUB) for Engineering Services for Water Treatment PLC Replacement, Communications Improvements and Programming.

Issue: The SCADA and controls software improvement project has recently finished. Through that project additional items were identified to enhance redundancy and reliability of the operating system. Updates to communication equipment (fiber), replacement of control PLC's and associated programming will be performed under this agreement.

Relevant Information: OOWA staff and HUB Engineers have conducted a series of meetings and conference calls to develop a specific list of tasks to replace and upgrade all WTP1 and WTP2 PLC systems and implement network communication upgrades. New programming and modifications to the existing SCADA system will improve redundancy and reliability.

Estimated Cost of Project: The total contract amount with Holloway, Updike and Bellen is \$413,400.

Timing: The contract will be processed immediately to allow programming to begin July 2021.

Management's Recommendation: Staff recommends approval of a contract with Holloway, Updike and Bellen in the amount of \$413,400 for PLC Replacement, Communications Improvements and Programming.

**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
MAIP TREATMENT FACILITY PLC AND COMMUNICATIONS IMPROVEMENTS**

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

WITNESSETH:

WHEREAS, Owner intends to perform updates and improvements to communications equipment and control PLCs at the Wastewater Treatment Plant, Water Treatment Plant #1, and Water Treatment Plant #2:

PROJECT:

Water Treatment Plant Controls Improvements: Professional engineering services and integration services to perform updates and improvements to communications equipment and control PLCs at the Wastewater Treatment Plant, Water Treatment Plant #1 and Water Treatment Plant #2:

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 22nd day of June 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, Vice 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

(SEAL)

ATTEST: _____
Secretary



President



ATTEST: 
Secretary

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
OKLAHOMA ORDNANCE WORKS AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
MAIP TREATMENT FACILITY PLC AND COMMUNICATIONS IMPROVEMENTS**

SCOPE OF SERVICES

I. SCOPE OF THE PROJECT

The project consists of professional engineering and integration services to perform updates and improvements to communications equipment and control PLCs at the Wastewater Treatment Plant, Water Treatment Plant #1 and Water Treatment Plant #2. Holloway, Updike and Bellen, Inc. (HUB), with assistance from Schuermann Enterprises, Inc., (SEI) through subcontract will provide the following services.

II. SCOPE OF SERVICES

A. Scope includes professional engineering services to accomplish the following:

1. Replace and upgrade all WTP #1 and WTP #2 PLC systems including the following:
 - Replace main plant PLC located above lab area with new redundant PLC system.
 - Replace all PLC hardware in filter consoles
 - Install new ultrasonic level transmitters for each filter
 - Replace PLC hardware in chemical building
 - Replace PLC hardware in Plant 2
 - Write all new programming for PLCs from scratch to provide for proper plant functionality and make logic changes based on direction of owner and engineer
 - Provide bill of materials to owner for purchase
 - Modify SCADA system as needed to support new PLC architecture and features
 - Work with customers electrician to install new network communications cables and fiber optic cable
 - HMI and PLC programming to integrate motor operated yard valves installed in 2018 Improvements Project.
 - HMI and PLC programming to integrate the existing Chlorine Dioxide system.

2. Implement network communication upgrades including the following:
 - Configure fiber connection at WWTP
 - Establish a redundant fiber connection between WTP1 and WWTP
 - Provide new router at WWTP for a secure connection
 - Establish a VPN for remote login/access
 - Setup a UPS for communication equipment
 - Develop and provide communication
 - Provide revised documentation

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
OKLAHOMA ORDNANCE WORKS AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
MAIP TREATMENT FACILITY PLC AND COMMUNICATIONS IMPROVEMENTS

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
Project Management and Coordination	\$35,000.00
PLC System Upgrades:	
Integration Services (Labor)	\$333,400.00
Network Communications Upgrades:	
Integration Services (Labor)	\$30,000.00
Engineering/Integration Services Allowance	\$15,000.00
Total Proposed Fee:	\$413,400.00

- 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
MAIP TREATMENT FACILITY PLC AND COMMUNICATIONS IMPROVEMENTS**

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 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.
4. 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.
5. Owner shall furnish legal assistance as required in the preparation, review, and approval of construction documents.
6. Owner shall furnish assistance in locating existing underground utilities and in expediting their relocation in preparation for construction.
7. Owner shall by separate contract provide services of a licensed electrician to install wire, cable and conduit as required to complete the proposed work. Engineer will direct the required work.

8. Owner will purchase all required instrumentation and hardware required for completion of the proposed work through Owner's standard acquisition procedures. Engineer will provide a detailed bill of materials and assist as required.
9. The proposed work will require multiple treatment process shutdowns. Engineer will coordinate these in advance with Owner. Owner will coordinate the necessary treatment plant personnel as required to assist as needed.

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
MAIP TREATMENT FACILITY PLC AND COMMUNICATIONS IMPROVEMENTS**

SCHEDULE

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

PROJECT SCHEDULE	
Design Services:	Days from NTP:
Project Management and Coordination	365
PLC Upgrades	365
Network Communications Upgrades	365

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #14

Title: Consider approval of Professional Services Contract with Dillon Engineering Inc. for Applications Engineering Services associated with the 2MGD Wastewater Treatment Plant Expansion.

Issue: The 2MGD Wastewater Treatment Plant Expansion will accommodate expected future growth in the MidAmerica Industrial Park. Dillon Engineering has developed a Scope-of-Work to update the existing SCADA system to control the new treatment technology and integrate new PLC's for the expanded process.

Relevant Information: OOWA staff and Dillon Engineering have conducted a series of meetings and conference calls to develop a specific list of tasks for SCADA system integration of the 2MGD Wastewater Treatment Plant Expansion. The scope of work proposed authorizes Dillon Engineering to provide Application Engineering services required to implement the Process Control System software for the PC-based workstations and PLC's for the project.

Estimated Cost of Project: The total contract amount with Dillon Engineering Inc. \$244,780.

Timing: The contract will be processed immediately to allow integration to run concurrently with the construction of the 2MGD Wastewater Treatment Plant Expansion.

Management's Recommendation: Staff recommends approval of a contract with Dillon Engineering Inc. in the amount of \$244,780 for Applications Engineering Services for the 2MGD Wastewater Treatment Plant Expansion.

**OKLAHOMA ORDNANCE WORKS AUTHORITY
MIDAMERICA INDUSTRIAL PARK WWTP EXPANSION PHASE 2**

Application Engineering Services (AES)

PROJECT APPROACH

Dillon Engineering Corporation, (DEC) has prepared this project approach to define the Application Engineering Services (AES) required to implement/configure the Process Control System (PCS) software for the PC-based Operators' Workstations (OWS) and Programmable Logic Controller (PLCs) at the MidAmerica Waste Water Treatment Plant. Included in the project approach are details referring to submittals, OWS software configuration, PLC configuration, computer system configuration, process graphic displays, coordination & startup, training, documentation and warranty services. Each detail is divided into sub-tasks to specifically identify project requirements. These sub-tasks provide the Oklahoma Ordnance Works Authority (OOWA) with an understanding of the DEC's intended scope of work.

DEC Scope of Work:

Following is a list of DEC's scope of Application Engineering work for this project:

Task	Sub	Task Description	Subtask Cost	Task Cost
1		Dillon Design and Implement OMI & I/O Database		\$ 6,000.00
2		Design and Implement Graphic Displays		\$61,800.00
	2.A	Convert existing WWTP IFIX Database to IFIX 6.1	\$6,000.00	
	2.B	Convert existing WWTP IFIX Screens to IFIX 6.1	\$9,000.00	
	2.C	Convert existing WWTP Trending Screens to IFIX 6.1	\$9,000.00	
	2.D	Dillon New SBR Workstation Process Screens	\$12,600.00	
	2.E	Dillon New SBR Workstation Setpoint Screens	\$12,600.00	
	2.F	Dillon New SBR Workstation Trending Screens	\$12,600.00	
3		PLC Configuration		\$64,510.00
	3.A	Receive Early Development System from Contractor	\$610.00	
	3.B	Install all Software specified on HMI's and Test	\$6,000.00	
	3.C	Install & Test Modicon PLC software on WTP Spares	\$6,000.00	
	3.D	Upgrade existing PLC and Ethernet Firmware.	\$6,000.00	

Oklahoma Ordnance Works Authority
MidAmerica Waste Water Treatment
Plant

Task	Sub	Task Description	Subtask Cost	Task Cost
	3.E	Install one new HMI at Water Plant	\$4,050.00	
	3.F	Install one new HMI at West Lift Station	\$4,050.00	
	3.G	Dillon PLC I/O Processing in / from Engineering Units	\$12,600.00	
	3.H	Dillon PLC Monitoring & Alarm Processing	\$12,600.00	
	3.I	Dillon PLC I/O Control Processing	\$12,600.00	
4		Submittals		\$32,500.00
	4.A	Dillon Project Plan Submittal	\$3,750.00	
	4.B	Dillon Systems Standards and Conventions Submittal	\$3,750.00	
	4.C	Dillon Computer System I/O Submittal	\$3,750.00	
	4.D	Dillon Testing Procedures Submittal	\$3,750.00	
	4.E	Dillon Owners Training Plan Submittal	\$3,750.00	
	4.F	Dillon Computer System Submittal	\$3,750.00	
R1	4.G	Phase 2 Contractor Submittals	\$10,000.00	
5		Dillon Unwitnessed Factory Test		\$10,500.00
6		Dillon Witnessed Factory Test		\$ 6,000.00
7		Dillon Operational Readiness Test		\$ 7,500.00
8		Dillon Field Demonstration Test		\$ 7,500.00
9		Dillon 30 Day Acceptance Test		\$ 4,320.00
10		O & M Manuals by Dillon		\$ 4,500.00
11		Quality Assurance Meeting		\$ 6,750.00
	11.A	Dillon Quality Assurance meeting #1	\$2,250.00	
	11.B	Dillon Quality Assurance meeting #2	\$2,250.00	
	11.C	Dillon Quality Assurance meeting #3	\$2,250.00	
12		Training		\$ 9,000.00
	12.A	General Training By Dillon	\$4,500.00	
	12.B	Maintenance Training by Dillon	\$4,500.00	
13		Travel Expenses		\$ 4,500.00

14	Additional Microsoft Software for VMWARE versions	\$ 1,800.00
15	Optional Process Consultant (Jose Pereira / Steve Tolar) R1	\$ 5,000.00
R1 16	Hardware List to replace Existing PLC Equipment on WWTP PH1 & Installation including required program modifications	\$ 10,800.00
R1 17	Optional Network Communication Consultant	\$ 1,800.00

Total \$244,780.00

Work not included:

Under this contract (or this portion of the contract), DEC does not provide construction services as defined in division 13. DEC's responsibilities are limited to the design, integration and software configuration as described below. Additionally, DEC is responsible for interfacing and coordinating with the contractors and MAIP personnel under reasonable time constraints and a reasonably agreed upon schedule (as submitted by DEC and approved by the MAIP in the Project Plan Submittal). Since DEC is the Engineer and designer of previous contract documents, any construction services provided by the DEC Instrumentation Engineers, while on-site, will be charged to the appropriate charge number for construction services.

DEC is not responsible for delays due to other contractors negligence, non-performance, un-anticipated slippage of other entity's delivery dates and/or software problems associated with the Computer System Software or PLC manufacturer's Software including any communication drivers that may be required but not yet available or fully developed.

The following tasks describe in detail the obligations required of DEC to provide to the Oklahoma Ordinance Works Authority a fully integrated, configured, coordinated and operational computer system for the MidAmerica Industrial Park WWTP Improvements.

TASK 1 – Design and implement OMI & I/O Database

DEC will determine the I/O count required. This I/O list shall include the field I/O and database I/O between the OMI and PLC software interface configuration. In our bid drawings and specifications, we gave a block diagram with expected I/O. This will change with the submitted manufacturer's requirements. Once equipment is known from the successful contractor, a final I/O list is generated. From there we create a database that can grow to 10 times the number of I/O. This database is used by all the graphic screens to display all information.

A second database must be created to store all analog data and some digital data for trending functions. These data points are stored based on need. Typically pressures are stored every 2 minutes and temperatures every 10 minutes. This data along with event and alarm files are all stored on compressed hard drives. They are then backed up permanently on DVD disks that current hold 5 billion bytes of data.

Deliverables: None.

TASK 2 - Design and Implement Graphic Displays

This subtask will include the configuration of the OMI to provide the process control and interface. The process control and interface will be in accordance with the as-designed PCS Loops, field I/O, OMI interface I/O database and approved Project Plan Submittal. Convert existing WWTP Plant database and screens to be compatible with new system.

Deliverables: There will be a preliminary graphics and reports submittal to identify all required operator functions and operational information. After review of this submittal with the MAIP's operating personnel, this submittal will be finalized and resubmitted for final approval before any operator workstation implementation may start.

TASK 3 - PLC Configuration

This subtask shall include the configuration of the PLC ladder logic to provide the process control and interface. The process control and interface PLC ladder logic shall be in accordance with the as designed PCS Loops, field I/O, OMI interface I/O database and approved Project Plan Submittal. The Computer System provided to DEC by the System Supplier (as defined under a separate contract) will be staged at DEC's Dillon facility. Tasks to include upgrading PLC software ware and firmware on existing WWTP Plant control for compatibility with new system.

TASK 4 - Submittals

Subtask 4.A. - Project Plan Submittal

This subtask includes the preparation of an overview submittal. This submittal will provide the Authority with a reassurance that DEC has defined milestones and project goals based on the designed system to complete the project as anticipated. This submittal will include the following:

1. Approach to work including an overview of the proposed system's programming, scope of work and a project schedule with milestones including the following:
 - Upcoming Submittals
 - Coordination meetings
 - OMI database design, implementation and testing
 - OMI displays design, implementation and testing
 - Control strategies (PLC) design, implementation and testing
 - Unwitnessed Factory Test
 - Witnessed Factory Test
 - Shipment of the Development System provided by the System Supplier (SS)
 - Installation of Displays and PLC programs in the field
 - Operational Readiness Test
 - Functional Demonstration Test

- 30-Day Test
- Final Operation and Maintenance Manuals

The following will be discussed in detail to provide the Owner, standards for the displays and PLC programming:

- A. Process Area Breakdown for Process Control System (PCS) development, and naming conventions for the OMI database.
- B. Block Diagram of the Plant Processes.
- C. Project Specific Standards.
 1. Ladder Logic Standards.
 2. Display Design Standards.
- D. Process control strategies documentation and final O&M definition including; loop narratives, content and format.

System Supplier (SS) Coordination Meetings and Schedule.

3. General Outline of Factory Test and Field Test Procedures and Format.
4. General Outline of Training Program.
5. QA/QC.

Deliverables: Two Copies of the Project Plan.

Subtask 4.B - System Standards and Conventions Submittal

This subtask includes the standards and conventions created to organize and develop the project. Standards, such as Instrument Society of America (ISA) will be referenced and used as a guide in the development of point and strategy naming conventions.

Deliverables: Two Copies of the System Standards and Conventions Submittal.

Subtask 4.C - Computer System I/O Submittal

This subtask includes the operator machine interface I/O listings as coordinated with the SS, and the Loop Diagrams.

Deliverables: Two copies of the System I/O Submittal. **Subtask**

4.D - Testing Procedure Submittal

This task will include the testing procedures to be utilized during UFT, WFT, ORT, FDT, and 30-Day test. It will also include the following items:

1. Testing Plan and Objectives
2. Test Procedures
3. Testing Schedule
4. Test Approval procedures
5. Procedures to Address Punch list Items.

Deliverables: Two copies of the Testing Procedure Submittal.

Subtask 4.E - Owners Training Plan Submittal

The training will consist of one man-week of training and will be coordinated with MAIP staff to provide optimized training for all MAIP Operations and Maintenance Personnel. DEC will prepare the Training Plan Submittal for the MAIP's review and comment.

Deliverables: Two copies of the Owners Training Plan Submittal.

Subtask 4.F - Computer System Submittals

This subtask includes the operator workstation and PLC programming. It will include process narrative, process graphic displays, PLC ladder logic, and associated I/O list.

Deliverables: There shall be one submittal which addresses control strategies for the entire water treatment plant. Two copies of this submittal will be provided.

R1 Subtask 4.G – Phase 2 WWTP Project Contractor Submittals Review

This subtask shall review Contractor's material Submittals, equipment shop drawings and material test certifications for compliance with the approved plans and specifications.

TASK 5 – Un-witnessed Factory Test @ DEC Office

The PLC ladder logic UFT will be performed in the DEC Dillon facility and the results will be compiled and provided to the MAIP.

Deliverables: Results of the UFT.

TASK 6 - Witnessed Factory Test @ DEC Office

The PLC ladder logic WFT will be performed in the DEC Dillon facility and the results will be compiled and provided to MAIP. One of the senior engineer at the DEC Dillon facility will witness this test. The Owner will be invited to this test and may attend on his/hers discretion.

Deliverables: Results of the WFT

TASK 7 & 8 – Operation Readiness Test & Field Demonstration Test

DEC has allotted for two (2) man-weeks of ORT, FDT, and 30-Day Test. The Senior I&C Engineer will provide for 2 weeks of startup. This subtask includes confirmation of field I/O testing and process control strategy startup. This subtask does not include construction services (as explained above in the introduction).

Deliverables: Copies of daily log sheets and Punch list items associated with the PLC Application Engineering Design.

TASK 9 - 30-Day Test

This subtask includes participation by DEC in an observant and informational capacity. During the 30 Days the MAIP's operations personnel will operate the plant in a "normal" capacity. DEC will be assisting by answering questions and observing the operation of the system. DEC Instrumentation and Control (I&C) Engineer will attend part of the first and part of the last week of the 30-Day Test.

Deliverables: Results of 30 Day FAT.

TASK 10 - Documentation - O & M Manuals

This subtask will include the assembly of the generated O&M documentation from the previously defined activities. The content and format will be as defined in the approved Project Plan Submittal. The O&M will include, as a minimum, the approved displays, process narratives and as-built ladder logic. All hard copy material will also be provided (in its basic format - i.e. CAD drawings in AutoCAD, Process narratives in Word and ladder logic in the MODICON PLC) on CD.

Deliverables: O&M Manuals as defined above and in the approved Project Plan Submittal.

TASK 11 -- Quality Assurance

DEC will conduct three (3) separate progress meetings (not to be conducted with other meetings identified elsewhere in this document). The Senior I&C Engineer to attend all meetings. The meetings will provide OOWA updates to system development, coordination and project progress.

Deliverables: None

TASK 12 – Training

DEC will conduct two (2) two separate 2 day training sessions. The first Training Session shall be General for all Operators Maintenance and Owners. Second two day session shall be specifically for maintenance & Owner Engineering Personnel going into detail of how PLC and Workstation software works together.

TASK 13 – Travel

DEC will travel to Pryor from our Dillon facility For Startup and Training.

TASK 14 – Additional Software

DEC to purchase addition Windows 10 Professional version for 6 VMWARE sessions for Reliable operations.

TASK 15 – Optional Process Consultant (Jose Pereira)

DEC will provide Jose Pereira or R1 Steve Tolar professional advice on operations before and after Startup to maximize efficient operation of all 4 SBRs and existing Peak Flow WWTP operation.

TASK 16 Hardware List

DEC will provide a bill of material for owner to purchase for al hardware and software required to implement software and firmware requirements for to upgrade the existing WWTP plant to the new equipment to be installed in Phase 2 addition. Programming services to accomplish Peak Flow Station Stand alone.

TASK 17 Optional network Communication Consultant

DEC will provide assistance and advice on network communication upgrades for the WWTP Operation.

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #15

Title: Consider approval for contract renewal and extension for Building 618 for XPO Lease.

Issue: The current lease expiration for XPO in Building 618 is May 31, 2021. The contract allowed for a 1-year extension that would extend the contract from June 1, 2021, through May 31, 2022. This amendment to the lease will allow for two additional 1-year renewals for XPO. The original contract was entered into on June 1, 2015.

Relevant Information: The renewal for the term from June 1, 2021, to May 31, 2022, is in the amount of \$13,250 per month (\$5.30 / sf). The two renewal terms will increase the per sf rate to \$5.45 for the first year and \$5.61 the second year. XPO has a broker representing them on this agreement. The broker has executed a separate broker agreement with OOWA based on the original lease and the terms of the broker agreement will remain in effect with a 4% fee.

Cost of Project: OOWA will collect \$13,250 per month in lease payments. The brokerage payment will be made annually to SVN Commercial Real Estate Advisors.

Timing: Lease renewal will become effective immediately.

Management's Recommendation: Renew lease with XPO for Building 618 for one year at a monthly rate of \$13,250 per month.

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #16

Title: Consider approval of exercising a Right of First Refusal to repurchase property formerly owned by the Authority located at 1125 2nd St. MAIP.

Issue: Current owner of subject property has placed the property on the market. The warranty deed executed in 1999 contains a restrictive covenant which reserves the right for OOWA to re-purchase the property. Language in the deed says simply "The Authority hereby reserves the right of first refusal to reacquire said property in the event the Second Party desires to sell said property."

Relevant Information: OOWA sold the subject .7171 ac. parcel to C&S Structures of Muskogee back in 1999. C & S built a 5,160 sq ft building on the acreage and leased it to Fastenal, a nation-wide industrial supply chain. Until 2016, the building was occupied by Fastenal when OOWA, at the company's request, built Fastenal a new facility directly across the street. Even 20 years ago OOWA trustees recognized the desirability to retain some control over properties that were sold off, if in the event the property owner ever decided to sell. Hence, the Right of First Refusal language was added as restrictive covenant in the warranty deed. In mid-May 2021, we received a call from a title company stating that the property was being sold and that the presence of the ROFR had been noted in the title commitment.

On May 28, we received a contact (attached to this briefing paper) stipulating a sales price of \$265,000 which was executed and sent to the broker. Later that same day we forward the required \$2,000 escrow payment as earnest money to the title company. Our initial due diligence on the property demonstrated that replacement cost of the building at today's market conditions is approximately \$270,000. With a land value of \$35,000 that brings the combined market value of the property to \$305,000. The contract clearly states that the sale is contingent on OOWA Board of Trustees approving the sale at this board meeting.

Currently, we have no small buildings of this category in our inventory. The building is well situated on our industrial supply-service sector. Staff conducted a walk-through the building prior to our signing of the contract and found the building to be in excellent condition.

The building is currently occupied, under a lease to Batchelor-Kimball Construction. The lease rate is \$3,000 per month/\$36,000 year (a \$6.00 per sq ft rate).

Estimated Cost of Project: The agreed to price for the .7171 ac. parcel and the 5,160 sq ft industrial grade metal building is \$265,000. Standard real estate closing costs will apply (title opinion, title insurance, Buyer's closing costs and deed recordation).

Timing: By contract the closing has been set for July 12, 2021.

Management's Recommendation: Staff recommends approval of OOWA board of Trustees exercising its contractual Right of First Refusal to repurchase the real property located at 1125 2nd St. MAIP for the agreed to contract price of \$265,000 and associated transactional costs.

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #17

Title: Consider approval of natural gas line easement to Oklahoma Natural Gas Company for establishment of service to Building 625.

Issue: A natural gas utility easement is required for permanent service to be established by ONG to OOWA Building 625.

Relevant Information: Building 625 is the recently completed 100,00 sq. ft. tilt-wall facility located south of Hwy 69A on Zarrow Street in the Plant 2 area. OOWA staff coordinated development of the preferred route for this easement with ONG engineers. As agreed, ONG would make connection to an existing line on the east side of Zarrow, south of Main St. MAIP, and proceed south approximately 1,100 feet where a road bore with steel casing would be placed under Zarrow Street for a direct 300' foot approach to Bldg. 625. The line was designed as a six inch (6") high density polyethylene line and would lie in a ten foot (10') wide permanent, non-exclusive easement. To expedite completion of construction of the line in order to not impede contract closeout on the building, it was decided to allow ONG to proceed with construction of the line. An "as-built" legal description that would be developed and incorporated into a standard easement document. The line has now been installed and HVAC equipment in the building has been made operable. The presence of this new line will extend natural gas delivery capabilities to several more major industrial sites in the Zarrow Street-Armin Road Development Corridor. ONG survey crews have completed the as-built survey and provided the required legal description. The easement document is ready for execution following board approval of this agenda item.

Estimated Cost of Project: There is no cost associated with this project. And, since this line was being extended by ONG to serve an Oklahoma Ordnance Works Authority owned building, our standard practice is to not levy an easement fee to the utility company.

Timing: As stated above, the subject natural gas line is now installed and operational.

Management's Recommendation: Staff recommends the board approve the issuance of a permanent, non-exclusive easement to Oklahoma Natural Gas for the natural gas line service extension to Building 625 as described above.

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #18

Title: Consider recognition and ratification of Fastenal's exercising a five (5) year lease extension option and approval of an additional five (5) year lease extension option.

Issue: Fastenal's existing five (5) year lease terminates on September 30, 2021. The lease has a renewal option extension provision for an additional five (5) year term. Fastenal has requested that the lease be extended and, furthermore, wishes to have another five (5) year option term added to the lease.

Relevant Information: Fastenal has occupied an Oklahoma Ordnance Works Authority owned facility located at 1122 2nd St. MAIP since 2016. OOWA built the 7,500 sq ft building on a 1.05 ac parcel of land to Fastenal's exact specifications. The initial term of the lease was for five (5) years with one five (5) year option to renew. The current lease payment, effective since the onset of the lease in 2016, is \$4,441 per month. Lease collections over the first term will be \$266,460. Fastenal has given written notice of its intent to exercise its five (5) year extension option and further requested another five (5) year option term provision. The current lease provides a lease rate calculation pegged to the percentage of change in the U.S. Department of Labor Consumer Price Index over the five-year period, with a maximum increase not to exceed five percent (5%). Current CPI calculations (thru April) are in the 8.5% range. Based on the five percent (5%) adjustment, the new lease rate would be \$4,663.05, for a lease renewal term income set at \$279,783. The requested option term will provide for the same lease payment calculation tied to the CPI, with the five percent (5%) maximum adjustment feature.

Estimated Cost of Project: This is a revenue generating decision. There are no significant expenditures required to implement this specific agenda item. Revenue details are itemized above.

Timing: New five (5) year lease term would run from October 1, 2021, to September 30, 2026. The additional five (5) year option term, if exercised, would begin on October 1, 2026, and would run through September 30, 2031.

Management's Recommendation: Staff recommends the board recognize and ratify Fastenal's intent to exercise its five (5) year option for lease extension with a five percent (5%) lease payment increase in lieu of a calculated Consumer Price Index adjustment. Also, as requested by Lessee, staff recommends that the lease be amended to provide for another five (5) year option to renew at the same terms and conditions that currently govern the lease.

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #19

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
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #20

Title: Discuss and review for approval certain action related to the developing of Ridgeline development area.

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #21

Title: Consider approval for contract for Engineering Services for the Hwy 412B resurfacing and round-about engineering.

Issue: Oklahoma Ordnance Works Authority has been working with ODOT to provide improved access to OOWA development land. The access from Hwy 412 to the central portion of the Park will be improved by providing a round-about on the current Hwy 412B to gain access to the Igloo Valley, Ridgeline and Coyote Hills areas. There is also a need to resurface the existing Hwy 412B that extends from Hwy 412 to Hwy 69A. ODOT has agreed to partner with OOWA to complete these two projects. ODOT has requested that OOWA pay for the engineering and any utility relocates and ODOT will pay for the construction of the projects.

Relevant Information: OOWA recommends engaging Olsson for the engineering services for this project. Olsson has provided a preliminary estimate for the two-phase project. The OOWA portion of the project is estimated to be \$1,362,580 for engineering and \$1,870,000 for required utility relocation. The ODOT portion for construction is estimated to be \$15,373,800. Design work would begin immediately and construction of the round-about would begin in Summer of 2022. The construction work for resurfacing HWY 412B would begin in Fall of 2022. The project would be 100% complete in September of 2023.

Cost of Project: Olsson engineering contract \$1,362,580.

Timing: Begin engineering immediately with first phase of construction bidding in Summer of 2022.

Management's Recommendation: Management recommends approval of engineering contract with Olsson for resurfacing and round-about engineering in the amount of \$1,362,580.

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #22

Title: Consider approval of adjustment for hourly rate compensated employees.

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #23

Title: Consider approval of CAO's expense claims.

OOWA Board Meeting
June 22, 2021

To: OOWA Board of Trustees

Consider Approval of Agenda Item #24

Title: Consider New Business