

## **MAINTENANCE OF THE NATURAL GAS DISTRIBUTION SYSTEM SERVICES AGREEMENT**

This Maintenance of the Natural Gas Distribution System Services Agreement (“Agreement”), effective January 25, 2024, is between Oklahoma City Airport Trust (“Trust”) and Integrity Resources, LLC (“Contractor”).

### **WITNESSETH**

**WHEREAS**, the Trust leases, operates, and maintains certain real estate for the benefit of The City of Oklahoma City (“City”) known as Will Rogers World Airport (“Airport”) which is located in Oklahoma and Cleveland Counties, Oklahoma; and

**WHEREAS**, the Trust requested bids through an informal bid process for Natural Gas Distribution System Maintenance services in Designated Areas (as defined herein) at the Airport; and

**WHEREAS**, the Trust has determined that Integrity Resources, LLC submitted the best bid for the services defined in this Agreement; and

**WHEREAS**, Trust and Integrity Resources, LLC, desire to enter into this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual obligations, covenants, and agreements hereinafter set forth, Trust and Integrity Resources, LLC agree as follows, to wit:

**NOW, THEREFORE**, in consideration of the mutual covenants contained hereinafter relating to the Maintenance of the Natural Gas Distribution System (“Project”), the parties agree to the following:

### **ARTICLE 1. SCOPE OF WORK**

The work to be performed by Contractor will be set forth in Exhibit B, Scope of Work.

### **ARTICLE 2. DESIGNATED AREAS**

Trust does hereby provide to Contractor, and Contractor does hereby accept from Trust the designated areas specifically described on Exhibit “A” attached hereto and made a part hereof (“Designated Area(s)").

### **ARTICLE 3. COMPENSATION AND PAYMENTS**

The total annual "cost" to the Trust for Contractor to conduct the work described in Article 1. Scope of Work above is as stated in Exhibit B, which is the Bid Proposal Form submitted by Contractor and attached hereto. The cost is due and payable as services are rendered. Additional work will be billed at the Additional Service Rate as stated on Schedule "A". Contractor will invoice Trust upon completion of the additional work.

#### **3.01 Payment of Invoices**

Invoices for the amount and value of the work and Services performed by the Contractor consistent with the standards of quality established under this Agreement shall be

submitted monthly to the Trust. The invoices shall be prepared and submitted by the Contractor and be accompanied by all supporting data required by the Trust. Payment of any invoice for any work or Services is not deemed to be recognition of satisfactory performance of said work or Services or a waiver of any right of the Trust or any obligation of the Contractor should it be determined later that said work or Services were negligently performed or provided or were not performed or provided in accordance with the standards or requirements of this Agreement.

3.02 Preparation of Invoices

The Contractor shall present invoices with properly executed claim vouchers to the Trust for compensation and payment. The Trust will review the invoice and claim voucher for payment. Should the Trust question or request additional documentation or disapprove all or a portion of any invoice, the Contractor will be notified so that it may provide additional documentation sufficient to demonstrate the invoice and claim should be paid, in whole or in part; provided, however, no invoices or claims shall be paid the aggregate of which are in excess of the not to exceed amounts or limitations established in Exhibit "C", except as may be modified by written agreement between the Trust and the Contractor .

3.03 Submittal of Invoices

The Contractor shall reference work descriptions, Project title, Project number or purchase order number, and airport location on all reimbursement claims, claim support documents, and correspondence. Invoices and applications for payment must be submitted within sixty (60) calendar days of the completion of the invoiced work. Executed and notarized Uniform Claim Voucher affidavit forms must accompany each pay claim. Invoices and affidavits must be addressed to the "Oklahoma City Airport Trust" and received by the monthly Trust deadline. All signatures, notaries, and seals must be legible on electronic claim forms. Late claims will be held until the next available Trust meeting for processing. Reimbursement claims shall include all backup documentation. Electronic or photocopied claims are acceptable but must be sent to the Accounts Payable email at [okcatap@okc.gov](mailto:okcatap@okc.gov) for official submission.

3.04 Final Payment Non-Waiver

Final payment shall not be deemed to waive any rights or obligations of the parties to this Agreement.

**ARTICLE 4. RELATIONSHIP OF PARTIES**

The parties intend that an independent contractor relationship will be created by this Agreement. Performance and control of the work will lie solely with Contractor. The Contractor is not to be considered an agent or employee of Trust for any purpose.

**ARTICLE 5. CONTRACTOR'S QUALIFICATIONS**

Contractor warrants and represents that it is and will maintain the required qualifications as has and will maintain a qualified Operator as they meet the 49 CFR 192.805 requirements of the Federal Pipeline Safety Regulations and that the employees who will perform the Work required under this Agreement have been evaluated and are qualified to perform the tasks required under this Agreement.

**ARTICLE 6. BOOKS AND RECORDS RETENTION**

In order to ensure that the Trust, by and through the Director, is able to adequately monitor the Contractors' performance under the terms of this Agreement, the Contractor will keep and maintain true and accurate records relating to the service provided herein in accordance with generally accepted accounting principles ("GAAP"). Books and Records shall be kept in the United States, and Contractor shall make the same readily available for examination and audit by the Director or designee during normal business hours during the Term of this Agreement within five (5) business days of written notice to produce such Books and Records. Books and Records shall be maintained throughout the Term of this Agreement and for a period of no less than five (5) years after the end of the Term of this Agreement. Books and Records, subject to audit and inspection, (in whatever form the information may be kept, whether written, electronic, or other form) shall be interpreted in the broadest sense.

#### **ARTICLE 7. ADVERTISING**

It is agreed that no signs, legends, applications, brochures, or posters may be placed on the Airport, except display signs that are incorporated into the equipment's advertising to the Airport employees the use and availability of said equipment; provided, the size and design of the last-mentioned advertising shall be subject to the prior approval of the Director. No other advertisement of any kind shall be erected or displayed by Contractor elsewhere upon the Designated Areas of the Airport.

#### **ARTICLE 8. HAZARDOUS MATERIAL(S) AND COMPLIANCE WITH ENVIROMENTAL LAW(S)**

##### **8.01 Definitions**

For the purpose of this article, the following definitions apply:

- A. "*Contamination*" shall mean the presence of any Hazardous Materials in concentrations exceeding those identified as relevant and appropriate pursuant to Environmental Laws.
- B. "*Hazardous Material(s)*" shall mean any hazardous or toxic substance, material or waste, regulated, considered or addressed by any Environmental Law, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. Hazardous Materials shall be interpreted in the broadest sense to include any and all substances, materials, wastes, pollutants, oils or governmental regulated substances or contaminants as defined or designated as hazardous, caustic, corrosive, toxic, radioactive, dangerous, or any other similar term in or under any of the Environmental Laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, pavement and aircraft deicing materials, aviation fuel, jet fuel, diesel fuel, lubricating oils and solvents, urea formaldehyde, flammable explosives, chemical paint removers and other caustics, PCBs, radioactive materials or waste, or any

other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored, handled, treated, discharged, distributed, disposed, or released.

- C. “*Environmental Law(s)*” shall mean in the broadest sense any and all applicable federal, state and local statutes, ordinances, regulations, rules, guidance, or guidelines now or hereafter in effect, as the same may be amended from time to time relating to the protection of human health, safety or the environment and those substances defined as hazardous waste, hazardous substances, hazardous materials, toxic, pollutants or otherwise regulated under the analogous laws of Oklahoma and/or the United States or in regulations promulgated pursuant to such laws.

8.02 Hazardous Material(s)

Contractor covenants not to permit or introduce any Hazardous Materials to be brought upon, kept, generated, or used in or about the Airport property by Contractor, its agents, employees, contractors or invitees without first obtaining Director's written consent which shall not be unreasonably withheld as long as Contractor demonstrates such Hazardous Materials are necessary to Contractor's operations hereunder, and such Hazardous Materials must be used, kept, generated in a manner complying with all applicable federal, state, and local environmental laws or ordinances pertaining to the transportation, storage, use, generation, or disposal of such Hazardous Materials. Contractor shall be responsible for obtaining any permits and shall only store Hazardous Materials temporarily with the approval of the Director while further disposition is pending.

8.03 Notification and Immediate Response

After notifying 9-1-1, Contractor agrees to notify the Airport Operations Center at 405-316-3300 immediately of any spill, leak, discharge, Contamination, release of Hazardous Materials, fuel, oil, petroleum products, or other fluids, claim of Contamination, loss, or damage. Contractor shall immediately respond to leaks and spills of material that is or may become Hazardous Material in order to contain, remove, recover, clean, and dispose as necessary and shall remove, to the extent reasonably practicable, all spilled, leaked, released or accumulated fuel, oil, grease, Hazardous Material or Contamination caused by Contractor's operations. In the event of a release of Hazardous Material in a reportable amount, Contractor must fulfill all required reporting obligations to the regulatory agency or agencies with jurisdiction over the Hazardous Material release.

8.04 Remediation

After consultation and approval by the Director, Contractor shall clean up and remediate permanently any Contamination caused by or permitted by Contractor or its agents, employees, sub-contractors or invitees in full compliance with all applicable statutes, regulations, and standards so that the Designated Areas are permanently mitigated to prevent further reoccurrence and remediated to such a condition that a “No Further Action” determination of completion or its equivalent is obtained from the regulatory or equivalent agency or agencies with jurisdiction over the Hazardous Material release and/or the Airport's property is reasonably demonstrated as having been returned to the condition existing prior to the introduction of any such Hazardous Materials or Contamination, or as otherwise agreed to by the Director in his or her reasonable discretion; and

8.05 Indemnification

In addition to all other indemnities provided in this Agreement, Contractor agrees to defend, indemnify, and hold the Airport and the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become Hazardous Materials, the existence or discovery of any Hazardous Materials in excess of the levels allowed by Environmental Laws or violations of the Environmental Laws on the premises, the subsurface or the migration of any Hazardous Material from the Designated Areas to other properties or into the surrounding environment, caused by the Contractor or its operations whether: (i) made, commenced or incurred during the Term; or (ii) made, commenced or incurred after the expiration or termination of this Agreement if arising out of events occurring during the Term; provided, however, Contractor's obligation to indemnify the Trust and City pursuant to this Paragraph shall not apply with respect to either: (i) any Hazardous Material released by the Trust, its Trustees, officers, agents and employees; or (ii) any Hazardous Material (for which Contractor is not otherwise responsible) clearly demonstrated to be migrating onto the Designated Areas from some other location through no fault of Contractor

The foregoing indemnity shall survive the expiration or earlier termination of this Agreement and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Designated Areas. In addition, Contractor shall be responsible for any environmental cost associated with negligence or willful acts or omission by Contractor, and notifications to appropriate regulatory agencies arising there-from.

**ARTICLE 9. TRUST'S RESERVED RIGHTS**

9.01 Airport Development Reservation

Trust reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Contractor from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Trust would limit the usefulness of the Airport or constitute a hazard to aircraft.

9.02 War or National Emergency

During a time of war or national emergency declared by Congress, Trust shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the lease to the Government shall be suspended.

9.03 Subordination

Any other provision of this Agreement notwithstanding, this Agreement shall be subordinate to the provisions of any existing or future agreement between Trust and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Trust of Federal funds for the development of the Airport. To the extent any provision of this Agreement is in conflict with any grant assurance, rule or regulation imposed on the Trust by the United States Government or other regulatory entity, the provision of the grant assurance, rule or regulation shall be incorporated in this Agreement as if written specifically herein and Contractor shall agree to abide by such grant assurance, rule or regulation as a condition precedent to the use of any facilities or premises of the Trust.

9.04 Right to Enter

Trust, through its duly authorized agent, shall have at any and all times the full and unrestricted right to enter the Designated Areas for the purpose of inspection or maintenance and for the purpose of doing any and all things which it is obligated and has a right to do under this Agreement during normal business hours with advanced notice provided to the Contractor when reasonably possible.

9.05 Reservation of Rights

Trust reserves all rights and remedies that Trust may otherwise have at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.

## **ARTICLE 10. NONINTERFERENCE WITH OPERATION OF AIRPORT**

Contractor covenants and agrees that it will not allow any condition on the Designated Areas, nor permit the conduct of any activity on such areas, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities; nor will Contractor use or permit the Designated Areas to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard. If any proscribed or prohibited condition or activity, as described above, shall be permitted to exist on the Designated Areas, the Trust may terminate the Agreement. Provided, however, should the condition create a health, safety or welfare condition necessitating immediate abatement or correction of the condition interfering with operation of Airport, the Trust, by and through the Director may immediately abate or correct the condition at Contractor's expense without any prior notice as described in Article 13.

## **ARTICLE 11. INSURANCE**

Prior to commencement of work, Contractor shall provide, purchase and maintain in a company or companies licensed to do business in the State of Oklahoma and satisfactory to the City and the Trust, such insurance as designed to meet the minimum insurance coverage of the City and Trust. They are not designed as a recommended insurance program for the Contractor. The Contractor shall be solely responsible for the sufficiency of its own insurance program. The City of Oklahoma City and the Oklahoma City Airport Trust shall be named as additional insured without reservation or restriction and in a manner equal and consistent to that of the Contractor in all policies required for herein except Workmen's Compensation and Employer's Liability Insurance.



All liability policies shall provide that with respect to claims involving any insured, each such interest shall be deemed separate for any and all other interest herein and coverage shall apply as though each such interest was separately insured.

The insurance shall be written for not less than the following limits of liability, or as required by law, whichever is greater, having no deductibles. If the Contractor's Commercial General Liability coverage or other policy is written in a "claims-made" form, Contractor shall also provide tail coverage that extends a minimum of two (2) years from the expiration of this Contract.

The City and Trust require the provision of the Certificate of Insurance in Exhibit "D" as evidence that the Contractor has maintained and complied with the Agreement's insurance requirements.

1. **Workmen's Compensations and Employer's Liability Insurance.**

The Contractor must maintain, during the term of the Contract, Workers' Compensation and Employer's Liability Insurance, in the amounts as prescribed by the laws of the State of Oklahoma.

2. **Commercial General Liability Insurance.**

Contractor shall carry a policy of Commercial General Liability Insurance, which must include coverage for aviation exposure and contractual liability, to protect the Contractor and any additional insured parties from claims for bodily injury, including death, as well as from claims for property damages or loss which may arise from activities, omissions, and operations of the Contractor under the Agreement, whether such activities, omissions, and operations be by the Contractor, subcontractor, or by anyone employed by or acting for the benefit of the Contractor in conjunction with this Agreement in a combined single occurrence or accident of \$1,000,000 for any number of property or bodily injury claims arising out of a single act, accident, or occurrence.

3. **Automobile Liability Insurance.**

Contractor shall carry insurance covering owned, leased, hired, or other non-owned vehicles to be utilized by Contractor in the amounts prescribed by Oklahoma law.

Certificates of Insurance acceptable to the Trust shall be filed with the Trust. All Certificates of Insurance shall contain an understanding by the insurer to the effect that the policy may not be canceled, fail to be renewed, or the limits decreased without thirty (30) days prior written notice to the City and the Trust. Additionally, the Certificate of Insurance shall cover the contractual liability associated with this Agreement. The Certificates of Insurance must be signed by the Authorized Representatives of the insurance company(s) shown on the Certificate with proof that he/she is an authorized representative thereof. Certified, true and exact copies of all insurance policies required shall be provided to the City or Trust, on a timely basis, if requested.

## **ARTICLE 12. INDEMNIFICATION**

Contractor agrees to release, defend, indemnify, and save harmless The City of Oklahoma City, the Oklahoma City Airport Trust, and their officers, agents, and employees, from and against any and all loss of, or damage to, property or injuries to, or the death of, any person or persons, and from and against all claims, damages, suits, costs, expenses, liability, civil penalties, actions or proceedings of any kind or nature whatsoever, including without limitation, Workers'

Compensation claims of or by anyone whomever, in any matter resulting from, or arising out of, directly or indirectly, Contractor's acts, omissions or operations under or in connection with the Contractor's activities set forth in Paragraph 2 above including, without limitation, acts, operations and/or omissions of Contractor's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. Provided, however, Contractor need not release, defend, indemnify or save harmless The City of Oklahoma City, The Oklahoma City Airport Trust, or their officers, agents, and employees from damages or injuries resulting from the sole negligence of their respective officers, agents, or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under this Contract and shall survive the expiration or early termination of this Contract.

### **ARTICLE 13. COMPLIANCE WITH LAW AND SAFETY REQUIREMENTS**

All Work will be performed in accordance with the Federal Pipeline Safety Regulations, NFPA 58 and all other applicable propane and pipeline industry safety practices and standards, and in accordance with federal, state and local statutes, rules regulations and ordinances.

### **ARTICLE 14. TERM AND OPTION PERIOD**

This Agreement shall commence on January 25, 2024 ("Effective Date") and expire on January 24, 2025, unless extended by agreement or terminated earlier as hereinafter set forth ("Term"). At the expiration of the Term, the parties shall have the option to renew the Agreement on by signing an Option to Renew (OTR) on the same terms for three (3) successive one (1) year option period(s) ("Option Period"). Each Option Period shall become effective only in the event parties shall give written notice of its desire to exercise the option no later than sixty (60) days prior to the expiration of the Term or any applicable Option Period. In the event this Agreement is terminated under the foregoing provision, or the parties do not exercise the Option Period, Trust shall pay Contractor any amounts due for Work performed by Contractor and/or materials or supplies ordered prior to the date that the termination notice is provided to the non-terminating party.

### **ARTICLE 15. DISPUTE RESOLUTION**

Should any dispute not be resolved between the parties, all claims and disputes arising under or relating to this Agreement are to be settled in the District Court of Oklahoma County, Oklahoma.

### **ARTICLE 16. TERMINATION**

Either Party may terminate this Agreement for any reason whatsoever by giving sixty (60) days written notice to the other party.

### **ARTICLE 17. GENERAL CONDITIONS**

17.01 Exhibits. The Exhibits are attached and are herein incorporated by reference and made a part of this Agreement.



- 17.02 Waiver. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.
- 17.03 Binding Nature of Agreement. This Agreement shall be binding upon the parties, and their respective successors and assigns. Assignment of this Agreement is not permitted.
- 17.04 Severability. In the event any terms, covenants, conditions, or provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term, covenant, condition, or provision hereof.
- 17.05 Entire Agreement. This Agreement (including the Exhibits hereto) expresses the entire understanding of Trust and the Contractor concerning the Agreement at the Airport and all agreements of Trust and of Contractor with each other, and neither Trust nor Contractor has made or shall be bound by any agreement or any representation to the other concerning the Agreement which is not expressly set forth in this Agreement (including the Exhibits hereto). This Agreement (including the Exhibits hereto) may be modified only by a written agreement of subsequent date hereto signed by Trust and Contractor.
- 17.06 Paragraph Headings. The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.
- 17.07 Gender, Etc. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.
- 17.08 Compliance with Law/Change in Law. Contractor shall comply in all respects with all Law, including U.S. Department of Transportation's nondiscrimination regulations as set forth in the Code of Federal Regulations, Title 49, part 21.
- 17.09 Venue This Agreement shall be governed and interpreted in accordance with the laws of the State of Oklahoma. Venue of any dispute shall lie in Oklahoma County, Oklahoma.

- 17.10 Execution of Counterparts This Agreement may be simultaneously executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed collectively to be one agreement. The parties agree that execution of this Agreement by a party and the delivery of such party's signature by mail, facsimile transmission, or electronic (e-mail) transmission shall be fully effective as the original signature of such party to the fullest extent as if it were the original copy thereof.
- 17.11 Effect of Saturdays, Sundays, and Legal Holidays. Whenever this Agreement requires any action, except emergencies, to be taken on a Sunday, a Saturday, or a legal holiday, such action shall be taken on the first business day occurring thereafter in the place where the action is to be taken. Whenever in this Agreement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on Sunday, a Saturday, or a legal holiday recognized by the City of Oklahoma City, such time shall continue to run until 11:59 p.m. on the next succeeding business day.
- 17.12 Notices. All notices to Trust or Contractor pursuant to the provisions hereof shall be sufficient if sent by: (a) registered or certified mail, return receipt requested, postage prepaid, and deemed received on the third business day after the date mailed if recipient refused proper delivery; (b) a nationally recognized overnight courier (receipt requested) and deemed received the next business day following the date it was sent if the recipient refused proper delivery; (c) electronic mail and deemed received on the date sent if sent during normal business hours of the recipient and on the next business day if sent after normal business hours of the recipient; or (d) hand delivered, addressed to:

For Trust: Oklahoma City Airport Trust  
C/O Steve Gravlin  
7100 Terminal Drive, Box 937  
Oklahoma City, OK 73159  
Phone: 405-641-0460  
Email: [stephen.ctr.gravlin@faa.gov](mailto:stephen.ctr.gravlin@faa.gov)

For Contractor: Integrity Resources, LLC  
Jeff Lane (918) 223-6783  
PO Box 1358  
Cushing, Ok 74023  
Email: [jeffl@pipelineregulatory.com](mailto:jeffl@pipelineregulatory.com)

All notices shall be effective on the party addressee from the time received by such party.

*[Signature page to follow.]*

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the day and year shown beneath their signatures. Signature by authorized representatives of the Trust and the Contractor warrant that they are authorized to enter into and execute this Agreement on behalf of the entity for whom they are signing.

**INTEGRITY RESOURCES, LLC**

WITNESS: Katelyn McLemore

[Signature]  
Signature

Name: Jeff Lane (Print)

Title: Vice President (Print)

Thereunto duly authorized

Date: 1-15-2024

**APPROVAL RECOMMENDED:**

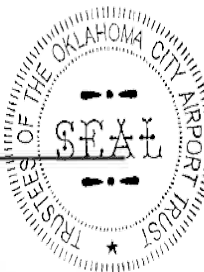
[Signature]  
Director of Airports

**APPROVED** by the Oklahoma City Airport Trust and signed by the Chairman this 25TH day of JANUARY 2024.

**ATTEST:**

**OKLAHOMA CITY AIRPORT TRUST**

[Signature]  
Trust Secretary



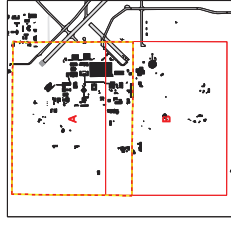
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Trust Chairman

**REVIEWED** for form and legality.

[Signature]  
Assistant Municipal Counselor/  
Attorney for the Trust

**EXHIBIT A**

Designated Areas

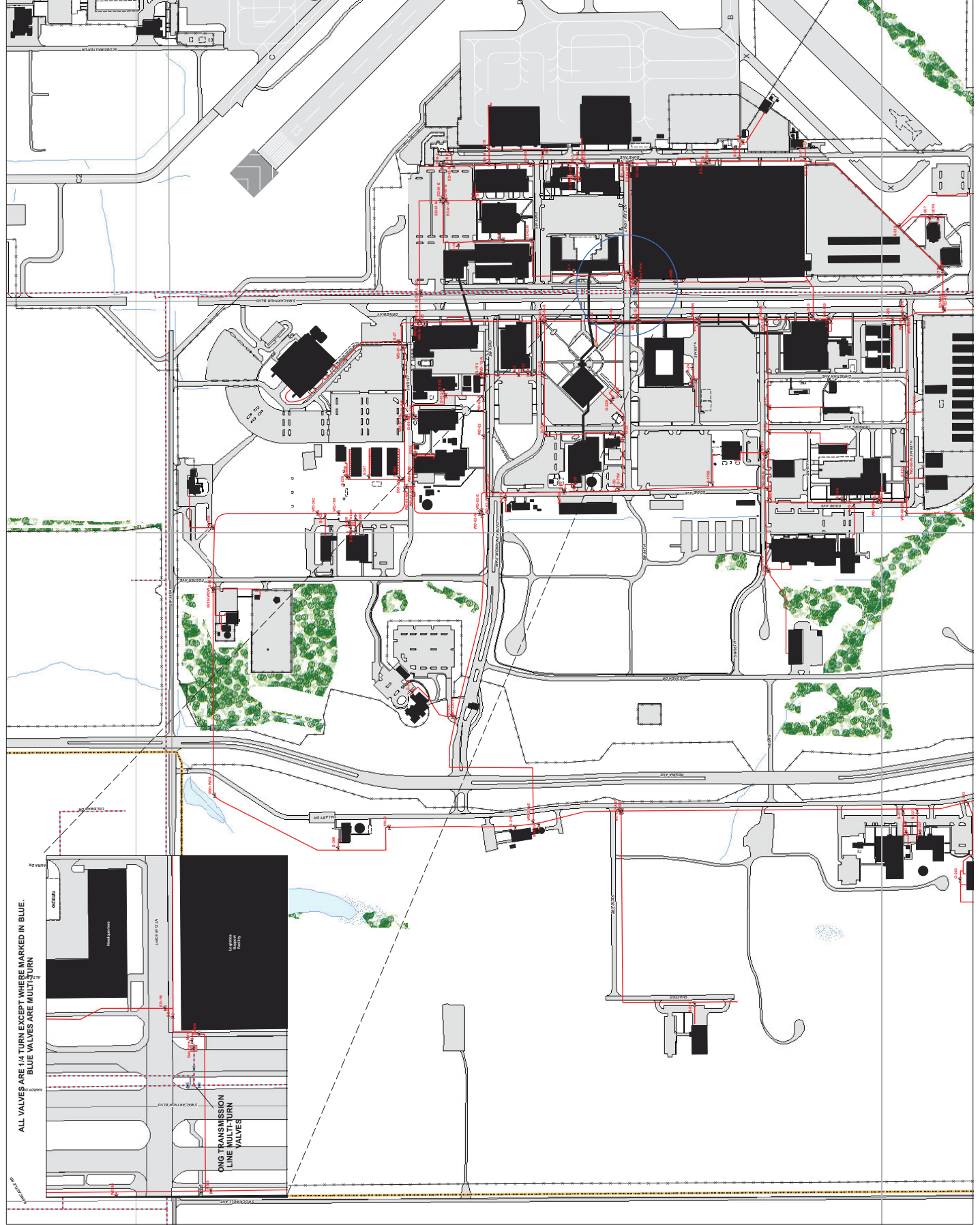


1 inch = 200 feet

- Cap
- Marker
- Meter
- Multi-Turn Valve
- Regulator
- Riser
- Site
- 1/4 Turn Valve
- Airport Gas Line
- ONG Gas Line



April 6, 2015

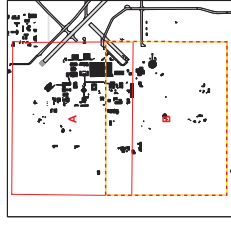




# MMAC GAS UTILITIES

PAGE

B



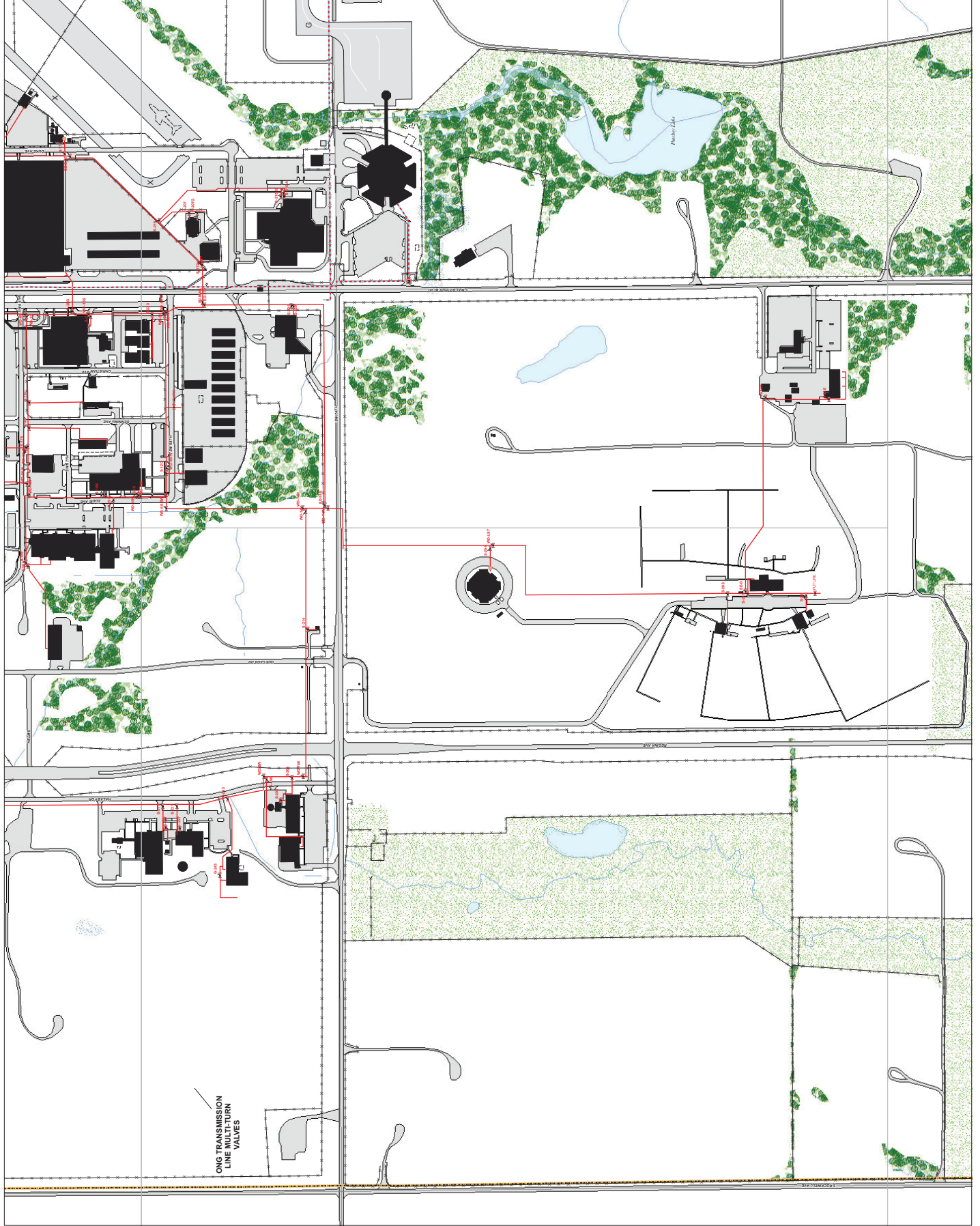
360 180 0 360 Feet

1 inch = 200 feet

- Cap
- Marker
- Meter
- Multi-Turn Valve
- Regulator
- Riser
- Site
- 1/4 Turn Valve
- Airport Gas Line
- ONG Gas Line



April 6, 2015



ONG TRANSMISSION  
LINE MULTI-TURN  
VALVES



**EXHIBIT B**  
**SCOPE OF WORK**

- 1. Annual Review of OCAT's Operation Maintenance and Emergency (OM&E) Plans.** Annually, the Contractor will review the Trust's OM&E plans and provide recommended changes to meet compliance requirements in accordance with current regulations.
- 2. Leakage Detection Services.** The Contractor will provide leakage detection services to comply with 49 CFR Part 192. The Contractor will submit a written report and determination following their test identifying their findings, if any, and include any Abnormal Operating Conditions ("AOC") to be conducted once a calendar year, not to exceed 15 months, or upon request. The Contractor will provide a unit rate for Leakage Detection Services.
- 3. Cathodic Protection Readings Test.** Annually, the Contractor will provide cathodic protection readings and testing utilizing a voltage metering device to determine protective levels as outlined in 49 CFR Part 192. Contractor will submit a written report and determination following their test identifying their findings, if any, and include any AOC to be conducted once a calendar year, not to exceed 15 months, or upon request. The Contractor will provide a unit rate for Cathodic Protection Readings Testing.
- 4. Emergency and Key Valve Test.** Annually, the Contractor will test operation of the OCAT Emergency Valves and Key Valves CFR 49 Part 192.747. The valve map provided is defined by applicable rules and regulations. Contractor will submit a written report and determination following their test identifying their findings, if any, on whether each Emergency and Key Valve is functioning properly and in compliance with the applicable rules and regulations to be conducted once a calendar year, not to exceed 15 months, or upon request. The Contractor will provide a unit rate for Emergency and Key Valve.
- 5. Atmospheric Corrosion Evaluation.** The Contractor will provide corrosion testing on all above ground pipe located during a patrol or inspection 49 CFR Part 192.479. The Contractor will submit a written report and determination following their test identifying their findings, if any, and any other documentation to assist the Trust in determining the effectiveness of its paint program and severity of atmospheric corrosion, if any. To be conducted once every 3 years year, not to exceed 39 months, or upon request. The Contractor will provide a unit rate for Atmospheric Corrosion Evaluation.
- 6. Pipeline Patrol and Inspection.** The Contractor will provide patrolling to inspect for signs of washouts, abnormal loading, and any site where anticipated physical movement is anticipated. These patrols are areas of identified sites according to CFR 49 Part 192. The Contractor will submit a written report and determination following their patrol and inspection identifying their findings, if any, and include any AOC, to be conducted once per calendar year, not to exceed 15 months, or upon request. The Contractor will provide a unit rate for pipeline patrol and inspection.

7. **Odorization Test.** At least once quarterly (four times per year), the Contractor will take a sample using an odorant detection device to measure odorant concentration 49 CFR 192.625. The Contractor will submit a written report and determination following their test identifying their findings, if any, and include any AOC, to be conducted four (4) times per year (March, June, September, and December), or upon request. The Contractor will provide a unit rate for odorization testing.
8. **Telephone assistance (24/7).** The Contractor will be available 24/7 by phone to answer questions regarding regulatory compliance requirements. The Contractor will provide an hourly rate for telephone assistance.
9. **On-Site Emergency Inspection Services.** The Contractor will provide a hourly services for an emergency, if needed. In case of an emergency, the Contractor will report to the site within 24 hours of notice.

The Contractor is qualified, in accordance with 49 CFR part 192.801-805 and accepted by the OCAT MMAC Administrator and work performed shall be in accordance with the Oklahoma Corporation Commission Pipeline Safety Department regulations.

**EXHIBIT C**  
**COMPENSATION**

**BID-OCAT – MMAC MAINTENANCE OF THE NATURAL GAS**

**DISTRIBUTION SYSTEM INFORMAL BID**

**INFORMAL BID FORM**

**Mike Monroney Aeronautical Center (“MMAC”)**

**Submit this form to:** [stephen.ctr.gravlin@faa.gov](mailto:stephen.ctr.gravlin@faa.gov)

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Annual Total</u>
1. Annual Review OM&E Plan	<u>1</u>	\$ <u>0</u>	\$ <u>0</u>
<hr/>			
(Dollars per written unit)			
2. Leakage Detection Services	<u>1</u>	\$ <u>1500.00</u>	\$ <u>1500.00</u>
<hr/>			
<u>One Thousand four hundred dollars</u>			
(Dollars per written unit)			
3. Cathodic Protection Readings Test	<u>1</u>	\$ <u>100.00</u>	\$ <u>100.00</u>
<hr/>			
<u>One Hundred Dollars</u>			
(Dollars per written unit)			
4. Emergency and Key Value Test	<u>1</u>	\$ <u>1000.00</u>	\$ <u>1000.00</u>
<hr/>			
<u>One Thousand dollars</u>			
(Dollars per written unit)			
5. Atmospheric Corrosion Test	<u>1</u>	\$ <u>300.00</u>	\$ <u>300.00</u>
<hr/>			
<u>Three Hundred Dollars</u>			
(Dollars per written unit)			
6. Pipeline Patrol and Inspection	<u>1</u>	\$ <u>300.00</u>	\$ <u>300.00</u>
<hr/>			
<u>Three Hundred Dollars</u>			

(Dollars per written unit)

7. Odorization Test	<u>4</u>	\$ <u>450.00</u>	\$ <u>1800.00</u>
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\_\_\_\_\_ One Thousand eight hundred dollars \_\_\_\_\_

(Dollars per written unit)

8. 24/7 Phone Assistance 1 \$ 0 00 \$ 0 00

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(Dollars per written unit)

**Total Package Cost (Items 1-8) \$ 5000.00**

### Additional Services

9. On-site Emergency 1 Hourly \$ 162.50          Dollars / Hour

### Inspection Hourly Rate

One Hundred sixty two dollars and fifty cents

(Dollars per written unit)

**Notes:**

1. Submit the completed informal bid form no later than 12:00:00 P.M. CST, Friday, December 29, 2023.

**Bids submitted after the stated date and time will not be considered.**

2. Bids may be submitted in person, by email [stephen.ctr.gravlin@faa.gov](mailto:stephen.ctr.gravlin@faa.gov) or by facsimile (405) 954-0779.
3. Any questions regarding this bid should be directed to Steve Gravlin at [stephen.ctr.gravlin@faa.gov](mailto:stephen.ctr.gravlin@faa.gov).

Integrity Resources LLC  
Name of Company, Partnership, Corporation, or Individual, herein called "Bidder"

[Signature]  
Signature of Bidder or Bidder's Authorized Agent

Manager  
Type or Print name and title of person who signed above

End of document.