

**AMENDMENT NO. 1 TO CONTRACT FOR ARCHITECTURAL SERVICES**

This amendment is made and entered into this **5th** day of **April, 2024**, by and between the Central Oklahoma Transportation and Parking Authority, a municipal trust, herein called "Trust", and Beck Design, herein called "Architect".

**WITNESSETH:**

**WHEREAS**, the Trust and the Architect entered into an agreement on March 1, 2024 as follows:

Project No. MB-1716  
Renovations at Embark Administration Building; and

**WHEREAS**, the Trust engaged the services of the Architect to provide for design and all other architectural services related to Renovations at Embark Administration Building, 2000 South May Avenue ("project"); and

**WHEREAS**, subsequent to the execution of the original contract, it has been determined that American Rescue Plan Act (ARPA) funds will be used to fund a portion of this project; and

**WHEREAS**, the original contract must be amended to incorporate the aforementioned federal requirements; and

**WHEREAS**, the total compensation to be paid to the Architect for this Contract and Amendment shall be as follows:

For the original contract:

Not to exceed \$445,887 for Architectural services

For Amendment No. 1:

No cost

Total Amended Contract:

Not to exceed \$445,887 for all services; and

**WHEREAS**, both parties agree to amend said contract.

**NOW, THEREFORE**, the parties agree as follows:

I. Amend **Paragraph 2. Basic Services.** to read as follows:

**Architectural Services.** The Architect is hereby engaged and employed by the Trust to perform in accordance with good architectural practices and in the best interest of the Trust in accordance with the professional standard of care all of the work as set out herein (including

Amendment No. 1 to add federal requirements for ARPA funds); including Exhibit A, and including but not limited to the following:

- I. Addition of **EXHIBIT G – REQUIRED FEDERAL PROVISIONS – ARPA FUNDS** to read as follows:

**EXHIBIT G**  
**REQUIRED FEDERAL PROVISIONS – ARPA FUNDS**  
**PROJECT NO. MB-1716**  
**RENOVATIONS AT EMBARK ADMINISTRATION BUILDING**

The Architect will comply with the following federal requirements and clauses and all applicable laws including but not limited to applicable federal regulations and executive orders. In the event of conflict between the following federal provisions and the terms of the Contract, these federal provisions shall prevail.

**A. Remedies**

Any violation or breach of terms of this Contract on the part of the Architect or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**B. Termination for Cause and for Convenience**

1. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice, work and services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the City.
2. If the termination is for the convenience of the City, an equitable adjustment in the Contract price will be made for performed work and services, but no amount will be allowed for anticipated profit on unperformed work or services.
3. If the termination is due to failure to fulfill the Architect's obligations, the City may take over the work and services and prosecute the same to completion by Contract or otherwise. In such case, the Architect shall be liable to the City for any additional cost occasioned to the City thereby.
4. If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Architect had not so failed, the termination will be deemed to have been effected for the convenience of the City. In such event, adjustment in the Contract price will be made as provided in paragraph (2) of this clause "B".

5. The rights and remedies of the City provided in this clause “B” are in addition to any other rights and remedies provided by law or under this Contract.

**C. Equal Employment Opportunity**

During the performance of this Contract, the Architect agrees as follows:

1. The Architect will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this clause “C”.
2. The Architect will, in all solicitations or advertisements for employees placed by or on behalf of the Architect, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Architect will send to each labor union or representative of workers with which the Architect has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Architect's commitments under this clause “C”, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Architect will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Architect will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Architect's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Architect may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Architect will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) of this clause “C” in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Architect will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event an Architect becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Architect may request the United States to enter into such litigation to protect the interests of the United States.

**D. Compliance with the Copeland “Anti-Kickback” Act**

1. Architect.

The Architect shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

2. Subcontracts.

The Architect and subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Architect shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

3. Breach.

A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as an Architect or subcontractor as provided in 29 C.F.R. § 5.12.

**E. Compliance with the Contract Work Hours and Safety Standards Act**

(This clause “E” only applies to construction contracts over \$100,000.)

1. Overtime requirements.

No Architect or subcontractor contracting for any part of the Contract work or services, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Contract to work in excess of forty (40) hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all those hours worked in excess of forty (40) hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of paragraph (1) of this clause “E”, the Architect and any subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph (1) of this clause

“E”, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forth hours without payment of the overtime wages required by paragraph (1) of this clause “E”.

3. Withholding for unpaid wages and liquidated damages.

The City shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work or services performed by the Architect or subcontractor under any such Contract or any other federal contract with the same Architect, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Architect, such sums as may be determined to be necessary to satisfy any liabilities of such Architect or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause “E”.

4. Subcontracts.

The Architect or subcontractor shall insert in any subcontracts paragraphs (1) through (4) of this clause “E” and also a clause requiring the subcontractors to include these paragraphs in any lower tier subcontracts. The Architect shall be responsible for compliance by any subcontractor or lower tier subcontractor with paragraphs (1) through (4) of this clause “E”.

**F. Patent Rights**

The Architect acknowledges the existence of requirements and regulations of the City relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 48 CFR Part 27. Any discovery or invention that arises during the course of this Contract shall be immediately (within two months of discovery) reported to the City. The City shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

**G. Copyright**

The Architect acknowledges the existence of requirements and regulations of the City relating to copyrights and right in data, including, but not limited to those set forth in 28 CFR Part 66.34, which states: "The federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support."

**H. Compliance with Clean Air Act**

(This clause “H” only applies to Contracts in excess of \$150,000.)

1. The Architect agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Architect agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Architect agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the City.

**I. Compliance with Federal Water Pollution Control Act**

(This clause "I" only applies to Contracts in excess of \$150,000.)

1. The Architect agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 et seq. Any violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
2. The Architect agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Architect agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the City.

**J. Energy and Conservation Provision**

Architect agrees to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**K. Excluded Parties based upon Suspension and Debarment**

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Architect is required to verify that none of the Architect, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Architect must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction the Architect enters into.
3. This certification is a material representation of fact relied upon by City. If it is later determined that the Architect did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Oklahoma and the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Architect agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this Contract is valid and throughout the period of any contract that may arise from this Contract. The Architect further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**L. Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended)**

Architects who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal funded contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient. Example of Certification attached hereto.

**M. Solid Waste Disposal Act**

1. In the performance of this Contract, the Architect shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - (i) Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - (ii) Meeting Contract performance requirements; or
  - (iii) At a reasonable price.
2. Information about this requirement, including the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**N. Access to Records.**

The following access to records requirements apply to this Contract:

1. The Architect agrees to provide the State of Oklahoma, the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Architect which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Architect agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Architect agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work or services being completed under the Contract.

**O. DHS Seal, Logo, and Flags**

Architect shall not use the seal(s), logos, crests, or reproductions or likenesses of the Department of Homeland Security or likenesses of Department of Homeland Security officials without specific FEMA pre-approval.

**P. Compliance with Federal Law, Regulations, and Executive Orders**

Architect acknowledges that federal financial assistance will be used to fund the Contract and Architect agrees to comply with all applicable federal law, regulations, executive orders, and federal policies, procedures, and directives.

**Q. No Obligation by Federal Government**

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Architect, or any other party pertaining to any matter resulting from the Contract.

**R. Program Fraud and False or Fraudulent Statements or Related Acts**

The Architect acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Architect's actions pertaining to this Contract.

**S. Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

In compliance with 2 CFR § 200.321, if Architect utilizes subcontracts for this Contract, Architect agrees that it shall:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirements permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**T. Small and Disadvantaged Local Business Subcontracting Program**

The Architect must also comply with the City's Small and Disadvantaged Local Business Subcontracting Program.

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

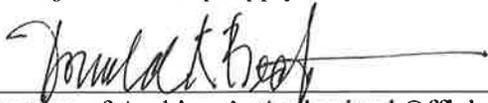
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, Donald K. Beck of Beck Associates Architects (the "Architect") hereby certifies, to the best of his or her knowledge, that:

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Architect certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Architect understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

  
Signature of Architect's Authorized Official

Donald K. Beck, President  
Name and Title of Architect's Authorized Official

3/18/24  
Date

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the Trust and the Architect that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, this Contract was executed and approved by the Architect this 18<sup>th</sup> day of MARCH, 2024.

BECK DESIGN

Donald K. Beck  
President

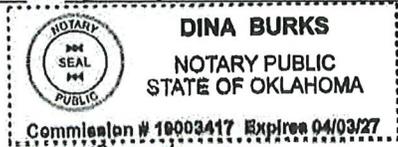
ATTEST:

STATE OF Oklahoma  
COUNTY OF Oklahoma ) SS

This instrument was acknowledged before me on this 18<sup>th</sup> day of MARCH, 2024, by Donald K. Beck, as President of Beck Associates Architects, PLLC

My Commission Expires/My Commission Number:

4/3/2027 / 19003417  
(Seal)



Dina Burks  
Notary Public

IN WITNESS WHEREOF, this Contract was approved and executed by the Central Oklahoma Transportation and Parking Authority this 5<sup>th</sup> day of April, 2024.

ATTEST:

[Signature]  
Secretary



THE CENTRAL OKLAHOMA  
TRANSPORTATION AND  
PARKING AUTHORITY

[Signature]  
Chairman

REVIEWED for form and legality.

[Signature]  
Assistant Municipal Counselor





