

AMENDMENT NO. 5 TO THE CONTRACT FOR PROFESSIONAL SERVICES I

This Amendment No. 5 to the Contract for Professional Services (“Amendment No. 5”) is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Trust”), a public trust, and Kimley-Horn and Associates, Inc. (“Consultant”), a North Carolina corporation having authority to transact business in Oklahoma.

WITNESSETH:

WHEREAS, the Trust and Consultant entered into a Contract for Professional Services dated December 20, 2018 (“Contract”), for Consultant’s provision of planning and design services for additional long-term parking facilities and a relocated cell phone waiting parking lot; and

WHEREAS, the project includes Professional Services for design and construction management of a long-term parking lot as part of the scope; and

WHEREAS, on April 25, 2019, Trust and Consultant amended the Contract to provide bidding documents for “Cell Phone Waiting Lot” and, at a later date, a long term parking lot; and

WHEREAS, on October 24, 2019, Trust and Consultant amended the Contract a second time for provision of Project Representative Services for “Cell Phone Waiting Lot,” and

WHEREAS, on February 27, 2020, Trust and Consultant amended the Contract a third time, adding Reimbursable Expenses for Boundary, Site and Topographical Surveys for a long term parking lot; and

WHEREAS, on December 21, 2023, the Trust and Consultant amended the Contract a fourth time for the completion of the design of the long term covered parking lot, including updating the project scope to current needs for layout, canopy design, drainage, and rehabilitation or replacement of pavement; and

WHEREAS, the parties desire to amend the Contract a fifth time, adding \$21,500 to the scope of Basic Services for additional Construction Management services due to additional effort in acquiring permits and adjusting the electrical design of the canopies, as well as change order items addressing differing site conditions or added value to the Project, and for an increase of \$44,500 for Additional Services for additional Project Representative Services.

NOW, THEREFORE, based upon due consideration, the parties agree to the following:

1. This Amendment No. 5 shall be effective as of April 7, 2024 (“Effective Date”).
2. The parties hereby agree to amend Exhibit C2” to this Contract by the deletion of letters, numbers, and characters scored through, and by the addition of letters, numbers, and characters italicized, in the revised Exhibit C2 attached hereto and incorporated herein by this reference.

3. The parties further agree that, except as amended by this Amendment No. 5 all items, provisions, and conditions of the original Contract, including any prior amendments, shall remain in full force and effect, and the provisions of this Amendment No. 5 shall become a part of the original Contract as though fully set forth therein.

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[KIMLEY-HORN AND ASSOCIATES, INC.]

Bradley J Hill
Signature
Printed Name: Bradley J. Hill
Title: Regional Contract Lead

APPROVAL RECOMMENDED:

Jeff Mulder
Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 23RD day of MAY, 2024.

ATTEST:

Amy K Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:

Amy Salmon
Chairman

REVIEWED for form and legality.

Jordan Medaris
Assistant Municipal Counselor /
Attorney for the Trust

EXHIBIT C2
COMPENSATION

Contract for Professional Services with Kimley-Horn and Associates, Inc.

Project No. OCAT WRWA 1713
“West Terminal Multi-Use Parking Lots”
Will Rogers World Airport

Under the terms of this Contract, the Consultant agrees to perform the work and services described in this Contract. For the phase of this Project described in Exhibit A2, the preliminary estimated construction cost is \$6,230,000. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay the Consultant an amount not to exceed ~~\$223,900~~ \$289,900, which includes: for Basic Services, an amount not to exceed ~~\$176,900~~ \$198,400; for Additional Services, an amount not to exceed ~~\$30,000~~ \$74,500; and for Reimbursable Expenses, an amount not to exceed \$17,000; all of which are specifically set forth in this Exhibit C2.

C2.1. Basic Services

Compensation for Basic Services may not exceed a cumulative total of ~~\$176,900~~ \$198,400, and in no event may the Consultant receive compensation in excess of the amount listed for each task for performance of its Basic Services.

The Consultant may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed. Not to exceed amounts below are accumulative for successive tasks.

Task 1 an amount not to exceed:
\$0 (0%)

Completion and acceptance by the Director of Airports of the Preliminary Report for the Project.

Task 2 an additional amount not to exceed:
\$143,289 (~~81%~~ 72.2%)

Completion and acceptance by the Trust of the final plans and specifications for the Project.

Task 3 an additional amount not to exceed:
\$10,614 (~~6%~~ 5.3%)

Award of the construction contract to the successful Bidder.

Task 4 an additional amount not to exceed:
~~\$17,690~~ \$39,190 (~~10%~~ 19.75%)

Upon completion and final acceptance by the Trust of the completed Project. Said amount is to be paid proportionately to the level of

completion of Project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.

Task 5 an additional amount not to exceed:

\$5,307 (~~3%~~ 2.75%)

Upon satisfactory completion and acceptance of the project as-built drawings.

C2.2. Additional Services

The Consultant will provide Additional Services as outlined in Exhibit B and as directed in writing by the Director of Airports. Each month, the Consultant will submit to the Trust certified time sheets for employees engaged in the provision of Additional Services. The Trust agrees to pay the Consultant, as compensation for such Additional Services, an amount equal to time expended, multiplied by the corresponding hourly rate included herein; provided that no claims or invoices for Additional Services will be recognized or be binding on the Trust unless such Additional Services are first approved by the Director of Airports. The approved hourly payroll rates for the classification of employees involved in this Project are as follows:

**WAGE RATES, INCLUDING OVERHEAD,
ADMINISTRATIVE EXPENSES, AND PROFIT**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$265 \$300
Senior Engineer/Project Manager.....	\$250 \$240
Civil Engineer.....	\$210
Analyst.....	\$185
Project Engineer	\$180
Engineer Designer.....	\$155
Engineer-In-Training (EIT).....	\$145
Sr. CADD/Draftsman.....	\$190
CADD/Draftsman.....	\$170
Administrative.....	\$115 \$85
Sr. Project Representative.....	\$149
Project Representative	\$109

Project Representative Services: Total costs for Project Representative Services shall not exceed an amount of ~~\$30,000~~ \$74,500, to be paid proportionately to the level of completion of Project construction.

Miscellaneous Additional Services: Total costs for Miscellaneous Additional Services shall not exceed an amount of \$0.

Provided, however, that the Trust, at its sole discretion, may authorize additional funds to the Project for payment of Additional Services in excess of the maximum limitation amount(s) as set forth above.

C2.3. Reimbursable Expenses

1. **Extra Printing and Reproduction.** Printing and reproduction of any reports, studies and final drawings, specifications, and cost estimates required by the Trust in excess of those as set forth in Section 2 of the Contract will be reimbursed at the actual cost thereof when printed by the Consultant. When documents are printed by others, an administrative fee of not to exceed five percent (5%) percent may be added to the cost of reproduction and printing. Costs for these expenses will not exceed a total amount of \$1,000.
2. **Boundary, Site, and Topographical Surveys.** The Consultant may self-perform or use contract land surveyors to perform land surveys necessary for development of plans. Such work is not part of the Consultant's professional fees and Consultant will be reimbursed for such work by the Trust. Invoices for land survey work will be accepted, reviewed, and certified by the Consultant and submitted separately to the Trust as a separate line item on claim vouchers. Total costs for land surveying shall not exceed an amount of \$16,000.
3. **Geotechnical Investigation, Laboratory Analysis, and Field Testing.** The Consultant shall be reimbursed for the payment of all geotechnical investigation, laboratory analysis, and field testing not paid directly by the Trust and provided by the Consultant pursuant to Section 2, Subsection A, Paragraph (3) of the Contract, but such costs shall not exceed \$0. The cost for all geotechnical investigation, laboratory analysis, or fielding testing provided by the Consultant shall be based on the rates and charges included in existing City contracts where applicable.
4. **Transportation, Lodging, and Subsistence.** Expense of transportation when traveling out of state in connection with the Project will be reimbursed at the actual cost of transportation (Coach Class) plus actual cost of lodging and subsistence; provided such cost of lodging and subsistence shall not exceed the amount authorized in Federal Travel Regulations ("FTR"), 41 Code of Federal Regulations ("CFR") Chapters 300-304, in effect on the date of this Contract and as subsequently amended. The total cost of transportation, lodging and subsistence for this Project shall not exceed \$0.