



PROFESSIONAL SERVICES AGREEMENT

FOR

CONRAC FACILITY SHUTTLE BUS

OPERATIONS AND MAINTENANCE

BETWEEN

THE OKLAHOMA CITY AIRPORT TRUST AND

TRANSDEV SERVICES, INC.

Effective Date: October 1, 2024

Professional Services Agreement

TABLE OF CONTENTS

ARTICLE 1. PURPOSE.....	1
ARTICLE 2. TERM	1
2.01 <i>Initial Term</i>	1
2.02 <i>Option Period</i>	2
2.03 <i>Compliance</i>	2
ARTICLE 3. OPERATIONS AND MAINTENANCE PLAN (O&M PLAN).....	2
3.01 <i>Staffing and Management of Bus Operations</i>	2
3.02 <i>Employee Training and Personnel Policies</i>	2
3.03 <i>Customer Service</i>	2
3.04 <i>Bus Hourly Schedule</i>	3
3.05 <i>Bus Maintenance and Repair</i>	3
3.06 <i>Quality Assurance</i>	3
3.07 <i>Modifications</i>	3
ARTICLE 4. OPERATIONAL REPORTING	3
4.01 <i>Reports</i>	3
4.02 <i>Due Date</i>	5
4.03 <i>Past Due Reports</i>	5
ARTICLE 5. COMPENSATION AND PAYMENT	5
5.01 <i>Initial Term and Option Period(s)</i>	5
5.02 <i>Staffing Wages</i>	7
5.03 <i>Annual Budget</i>	8
5.04 <i>Invoices and Method of Payment for Program Expenses</i>	8
ARTICLE 6. PERFORMANCE GUARANTEE	9
ARTICLE 7. BOOKS AND RECORDS RETENTION	9
7.01 <i>Books and Records</i>	9
7.02 <i>Audit Rights</i>	9
ARTICLE 8. HAZARDOUS MATERIAL(S) AND COMPLIANCE WITH ENVIRONMENTAL LAW(S).....	9

8.01	<i>Definitions</i>	9
8.02	<i>Hazardous Material(s)</i>	10
8.03	<i>Notification and Immediate Response</i>	10
8.04	<i>Remediation</i>	11
8.05	<i>Indemnification</i>	11
ARTICLE 9. TRUST’S RESERVED RIGHTS		12
9.01	<i>Airport Development Reservation</i>	12
9.02	<i>War or National Emergency</i>	12
9.03	<i>Subordination</i>	12
9.04	<i>Right to Enter</i>	12
9.05	<i>Reservation of Rights</i>	12
ARTICLE 10. NONINTERFERENCE WITH OPERATION OF AIRPORT		13
ARTICLE 11. TAXES		13
ARTICLE 12. MISCELLANEOUS COVENANTS		13
12.01	<i>Rules and Regulation Compliance</i>	13
12.02	<i>Noise or Sound Shock Waves</i>	13
12.03	<i>Communications Equipment</i>	13
ARTICLE 13. INDEMNITY AND INSURANCE		14
13.01	<i>Indemnity</i>	14
13.02	<i>Insurance</i>	14
13.03	<i>Contents</i>	15
13.04	<i>Certificates of Insurance</i>	15
ARTICLE 14. TERMINATION		17
14.01	<i>Termination by Trust</i>	17
14.02	<i>Termination Due to Abandonment</i>	18
14.03	<i>Termination Due to Bankruptcy</i>	18
14.04	<i>Waiver or Default</i>	18
ARTICLE 15. TRANSFER OF MAJORITY INTEREST, VOTING CONTROL, OR OWNERSHIP		19
ARTICLE 16. ASSIGNMENT AND SUBCONTRACTING		19
16.01	<i>Assignment</i>	19
16.02	<i>Subcontracting</i>	19
ARTICLE 17. NON-PERFORMANCE		20

ARTICLE 18. GENERAL CIVIL RIGHTS PROVISIONS.....	20
ARTICLE 19. CIVIL RIGHTS TITLE VI ASSURANCE	20
19.01 <i>Title VI Clauses for Compliance with Nondiscrimination Requirements</i>	21
19.02 <i>Title VI List of Pertinent Nondiscrimination Acts and Authorities.....</i>	22
ARTICLE 20. TITLE VI CLAUSES FOR THE TRANSFER OF OR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM.....	23
20.01 <i>Property Acquired or Improved Under Airport Improvement Program</i>	23
20.02 <i>Construction/Use/Access to Property Under Activity, Facility, or Program.....</i>	23
ARTICLE 21. GENERAL CONDITIONS.....	24
21.01 <i>Notices.....</i>	24
21.02 <i>Non-Waiver.....</i>	25
21.03 <i>Binding Effect.....</i>	25
21.04 <i>Severability</i>	25
21.05 <i>Entire Agreement; Modification Hereof</i>	25
21.06 <i>Execution of Counterparts</i>	25
21.07 <i>Effects of Saturdays, Sundays, and Legal Holidays.....</i>	25
21.08 <i>Descriptive Headings: Table of Contents</i>	25
21.09 <i>Construction and Enforcement</i>	26
21.10 <i>Venue.....</i>	26
21.11 <i>Construction and Enforcement</i>	26
21.12 <i>Recitals Contractual in Nature.....</i>	26
21.13 <i>Conflicts</i>	26
21.14 <i>Independent Contractor Status.....</i>	26
EXHIBIT A – SCOPE OF WORK	1
EXHIBIT B – ANNUAL BUDGET.....	1
EXHIBIT B-1 – ANNUAL MANAGEMENT FEE	1
EXHIBIT B-2 – ANNUAL BUDGET: WAGES AND SALARY CALCULATION	2
EXHIBIT C – MAXIMUM WAGES BY POSITION	3
EXHIBIT D – BUS ROUTE	1
EXHIBIT E – GROUND TRANSPORTATION PLAZA.....	1
EXHIBIT F – CONRAC FACILITY	1

EXHIBIT G – O&M PLAN 1

EXHIBIT H – FORM OF CERTIFICATE OF INSURANCE 1

EXHIBIT I – PERFORMANCE GUARANTEE FORMS 1

**PROFESSIONAL SERVICES AGREEMENT FOR
CONRAC SHUTTLE BUS OPERATIONS AND MAINTENANCE**

This Professional Services Agreement for the CONRAC Shuttle Bus Operations and Maintenance (“Agreement”), is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Trust”) and Transdev Services, Inc. (“Contractor”),

W I T N E S S E T H:

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 proposals (“RFP”) for the professional management of shuttle bus operations and maintenance services (“Services”) in Designated Areas at the Airport; and

WHEREAS, the Trust determined that the Contractor submitted the best proposal to meet the needs of the Trust for the services defined in this Agreement; and

WHEREAS, Trust and Contractor desire to enter into this Agreement.

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

ARTICLE 1. PURPOSE

The Contractor shall provide professional management and operations of a shuttle bus service to transport Airport customers to and from the Airport’s Terminal Building (“Terminal”) and the Consolidated Rental Car (“CONRAC”) Facility on a specific bus route as shown on Exhibits D, E, and F (“Designated Areas”) and will also be responsible for all fueling, storing, repairing, and maintaining the Trust’s fleet of Buses to be used for this shuttle bus service as described in Exhibit A, Scope of Work (collectively, “Services”). All Services shall be provided consistent with the O&M Plan, that has been agreed upon between the Director and the Contractor and incorporated hereto as Exhibit G which reflects Contractor’s method, means, and resources to achieve the desired level of Services and requirement herein with consideration given to the flight arrivals and departures, delays, schedule changes, holidays, of the passenger airlines operating at the Airport.

ARTICLE 2. TERM

2.01 Initial Term

This Agreement shall commence on October 1, 2024 (“Effective Date”) and shall be for a five (5) year period (“Initial Term”), unless otherwise cancelled or terminated early as provided for herein.

2.02 Option Period

At the expiration of the Initial Term, the Trust, by and through the Director, shall have the option to renew the Agreement pursuant to the same terms and conditions as set forth herein for up to five (5) one-year option periods (“Option Period”) subject to the corresponding compensation in Article 5. Should the Trust desire to exercise any Option Period, the Director will provide the Contractor a written notice of the Trust’s intent to exercise the Option Period at least ninety (90) days prior to the expiration date of the then current term. No formal amendment hereto shall be required for an Option to be exercised, unless the compensation owed to the Contractor during the Option Period exceeds the threshold in Paragraph 5.03.

2.03 Compliance

Notwithstanding the foregoing, during the Initial Term and any Option Period(s), the provisions of this Agreement shall be modified as necessary to affirm compliance requirements with applicable federal, state, or local law or regulation.

ARTICLE 3. OPERATIONS AND MAINTENANCE PLAN (O&M PLAN)

3.01 Staffing and Management of Bus Operations

The O&M Plan, set forth herein as Exhibit G by reference, includes the Contractor’s Staffing Plan which must address provisions for on-site General Manager, Shift Supervisors, Bus Drivers, Bus Maintenance Staff, Customer Service Representatives, and other personnel as required to provide prompt, courteous, and efficient Services; an organizational chart; and how Contractor will maintain and retain a qualified work force. The O&M Plan must address how employees will be scheduled, address holiday and overtime scheduling.

3.02 Employee Training and Personnel Policies

Employee Training and the Contractor’s Personnel Policies shall be included in the O&M Plan and shall address at least: a) company personnel policies; b) job performance specifications for each class of employee; c) employee appearance; d) employee conduct and discipline; e) safety; and f) defensive driving and accident procedures; g) training topics and frequency and g) all other applicable employee matters. The Contractor’s training materials shall include prohibited use of any electronic device or cellular phone, regardless of the action performed on such device or phone, while operating any vehicle including the Buses.

3.03 Customer Service

The O&M Plan addresses Contractor’s plan to provide customer services including guidelines which encourage or promote a positive attitude toward customers and encourage Contractor’s employees to be proactive and empathetic when dealing with passengers. All drivers and customer service representatives will receive annual ADA training and dealing effectively with customers from problem identification to complaint resolution. The customer service provisions detail the time frame and frequency for conducting customer service training for Contractor’s employees.

3.04 Bus Hourly Schedule

The O&M Plan addresses the schedule for hourly bus operations by bus number in each one (1) hour segment throughout each 24-hour period. Contractor shall have the responsibility to determine peak hours based on the demand of passenger traffic and to appropriately schedule the Buses and number of drivers to meet this demand and to maintain the bus bump and run requirements for a customer-waiting period at either the Ground Transportation Plaza or the CONRAC Facility not to exceed five (5) minutes, and headway of no more than four (4) minutes.

3.05 Bus Maintenance and Repair

The O&M Plan shall address bus maintenance and repair services and include how and when the Contractor will address all required preventative and corrective maintenance and repairs for the Bus fleet to keep it in optimum operating condition and superior mechanical and physical condition.

3.06 Quality Assurance

The O&M Plan shall include its quality assurance program for management of the Bus maintenance and repair and customer service. The program shall include provisions for meeting specified performance standards, maintaining quality workmanship, providing a high level of customer service, and reducing fleet costs incurred by Trust.

3.07 Modifications

The Contractor shall provide the Services herein in accordance with the agreed upon O&M Plan in Exhibit G. Either party to this Agreement may propose a revision to the O&M Plan by sending such intended revision to the other party, together with justification for such revision and the specific section of the plan being amended. All revisions shall be subject to final written approval of the Director, and each approved revision shall be effective immediately and incorporated into the Agreement by reference, and a written amendment to this Agreement shall not be required.

ARTICLE 4. OPERATIONAL REPORTING

4.01 Reports

Contractor shall provide to the Director or Landside Operations the following reports related to the Contractor's operations in the frequency noted below. All reports will be in a spreadsheet format.

A. Passenger Report

The Contractor shall provide monthly a report that reflects the total number of passengers riding each bus, by its number, on an hourly basis for each trip to and from the CONRAC.

B. Fuel Report

The Contractor shall provide monthly a report of all fueling performed for each bus, by its number, including the date of fueling, whether it was fueled at the Airport or off the Airport, the number of gallons of CNG fuel received. When a bus is fueled

at an off-airport fuel facility the report will include the date of fueling, the location of fueling, the number of gallons of fuel received, and the total cost for the fuel. Copies of receipts for fuel purchased at an off airport natural gas fueling facility shall be submitted for payment along with the Contractor's corresponding monthly invoice (See Paragraph 4.02).

C. Maintenance Report

The Contractor shall provide monthly a report of all repair and maintenance services performed for each bus by its number, the number of engine hours for the bus, and the date the service was provided. The Maintenance Report will also include the total mileage and engine hours for each bus in the fleet for the reporting month regardless of whether maintenance was performed or not.

D. Incident Report

Contractor shall provide a monthly report detailing all accidents, damages, and/or other incidents involving any bus, Contractor's employee(s), any person, possession, structure, object, or mode of transportation. Any report taken or given as a result of said incident(s) shall be included with the Incident Report. Contractor shall provide digital pictures of the bus or object(s) involved in the incident. The Incident Report shall contain all names, addresses, and phone numbers of involved parties (including any drivers, employees, and passengers onboard at the time of the incident), as well as the Bus number, if applicable. If a bus is involved in an automobile collision, then Landside Operations shall be immediately notified.

E. Out of Service Report

Contractor shall provide on a weekly basis, a list of all buses that are out of service for five (5) or more days, and the reason the bus is not available, such as mechanical failure, accident, or staff shortage. For any bus that is required to be out of service for a period of five (5) days or more, Contractor must provide additional information on the status of the bus, as well as a plan to get the bus back into services. All buses, which have been taken out of service for maintenance or repair or have been taken out of service for other reasons, must be parked at the bus Maintenance Facility only, unless a subcontractor will be performing the repairs, in which case the bus(es) may be parked at the subcontractor's repair facility.

F. Year End Annual Report

Contractor shall submit to the Trust an Annual Report, certified as to accuracy by Contractor's Chief Financial Officer, setting forth all business transacted by Contractor in the performance of this Agreement for the preceding year, including but not limited to, Operating Expenses, Annual Management Fees, compensation paid by Contractor to subcontractors, and payments received by Contractor under any insurance policies.

G. Employee Attendance Log

Electronic records in the form(s) agreed to by the parties to validate weekly attendance of Contractor's employees. Contractor shall utilize an electronic time

keeping device and provide electronic records of its employees' hours to ensure accuracy and readability. Electronic time keeping records must be capable of providing a total of each employee's hours worked on a daily basis and in a designated 40-hour work week. This report will be provided monthly with the invoice for payment.

H. Payroll Records

Electronic records in the form(s) agreed to by the parties to validate actual payrolls for all assigned employees to work at the Airports. Records must include the number of hours and rate of pay in an accurate and readable format. These records will be provided monthly with an invoice for payment.

4.02 Due Date

Monthly operational reports shall be due by the 5th day of the calendar month. Weekly operational reports are due by Monday following the week's end. Annual operational reports are due by March 1st of each year. All operational reports shall be submitted to landsideops@okc.gov.

4.03 Past Due Reports

The parties acknowledge that Airport staff may incur additional administrative effort if Contractor's reports are not completed and received by the due date for each report or inaccurate information is provided. To compensate for these delays, the Contractor agrees to pay the Trust \$25 per day for each day that a report is past the due date, incomplete or inaccurate.

ARTICLE 5. COMPENSATION AND PAYMENT

5.01 Initial Term and Option Period(s)

A. Annual Management Fee

The Contractor shall be paid monthly 1/12th of the applicable Annual Management Fee, set forth on Exhibit B-1, for the management of the professional Services provided herein during the Initial Term and any Option Period, if exercised by the Trust pursuant to Paragraph 2.02. In the event the Services are permanently amended at any time and results in an increase or decrease of the Annual Budget, set forth on Exhibit B, for any contract year by more than 15% for more than sixty (60) consecutive days, the Annual Management Fee will be adjusted by the corresponding percentage change during the remainder of the contract year unless otherwise agreed to by the parties. If any previous increase or decrease in Services results in a change in the Annual Management Fee and the Service change will continue into the next contract year, the Annual Management Fee on Exhibit B in the subsequent contract year will be adjusted accordingly. The Contractor shall include the monthly amount of the Annual Management Fee on its monthly invoice for payment. The parties will negotiate the Annual Management Fee in contract years four and five and any applicable Option Period.

B. Operating Expenses

The Contractor shall be reimbursed for its direct operating expenses set forth in the Paragraph 5.03, Annual Budget, that are directly attributed to and actually incurred by the Contractor for the management and provision of the Services for the Trust (“Operating Expenses”).

i. Personnel Cost

Contractor shall be reimbursed for the actual payroll expensed for the agreed upon personnel costs for the Services provided to the Trust by the Contractor’s employees based on verified and actual payroll information. Wages, Salary, FICA, Unemployment Insurance and Health Insurance shall be reimbursable. Any corporate or administrative level personal costs of the Contractor are not reimbursable by the Trust but may be reflected in the Annual Management Fee of the Contractor. (See also Paragraph 5.01A.)

ii. Non-Personnel Expenses

a. Other Employee Expenses

Contractor shall be reimbursed for any necessary employment related advertising, license, or certifications necessary for any mechanic or driver, employment background checks, physicals, drug testing, training, uniforms, or any Worker’s Compensation/Employer and Liability Insurance.

b. Bus Maintenance Facility and Facility Expenses

The Contractor shall be reimbursed for the Bus Maintenance Facility’s monthly lease/mortgage and any facility supplies, janitorial, pest control, security, IT services, trash, gas, electric, water/sewer, Wi-Fi, internet, or telephone service applicable to the operation of the Bus Maintenance Facility.

c. Bus Maintenance and Repair Expenses

The Contractor shall be reimbursed for any parts, subcontracted repairs, materials, cleaning supplies, tools, costs mechanical fluids, mechanical lifts, tools necessary for the repair and maintenance of the Bus fleet.

d. Other Expenses

The Contractor will be reimbursed for any necessary office business equipment such as computers, copier, fax machines, or any office furniture, and fixtures, radios, telephone equipment, office furniture postage and supplies. The Contractor will be reimbursed for its Commercial General Liability Insurance, and Automobile Insurance only for those policy expenses related to the Airport. The Trust may consider reimbursement for any fuel, parts or repairs to a supervisor vehicle when used for operations. The Contractor will supply the vehicle.

iii. Excluded Expenses

Operating Expenses do not include the cost of Contractor's home office, district office, or other location; cost of personnel who do not provide Services at an Airport; performance bonds; taxes; business licenses or permit fees; bookkeeping, accounting, or administrative fees; or debt retirement fees. Coffee, soda, donuts, or other similar items are not reimbursable as Operating Expenses. All expenses to be reimbursed by the Trust that exceed a budgeted item by \$500, are not included on the Annual Budget, or are in such amounts that the aggregate will result in an amount greater than the previously approved budget, shall be approved in advance in writing by the Director before the Contractor incurs the expense. If advanced approval is not obtained, the Director, at the Director's sole and absolute discretion, may deny the reimbursement of the expense to the Contractor.

5.02 Staffing Wages

Contractor is solely responsible to provide the necessary personnel to provide the Services to be provided plus the management and supervisory requirements provided.

A. Employee Pay

The Contractor shall be required to pay an annual salary or hourly wage rate to its employees for Services rendered for the Trust that is no higher than the maximum rate for each job classification and no less than 15% of the maximum rates for each job classification set forth on Exhibit C. Exhibit C shall only be modified when required to comply with applicable federal or state laws or when it is subject to negotiation in contract years four or five or an Option Period. The Contractor will be reimbursed monthly for its payroll expenses based on the actual verified amount paid to its employees for work performed at the Airports but shall not exceed the maximum rates on Exhibit C.

B. Overtime Pay

Overtime will be paid at one and one-half (1.5x) times the actual hourly rate paid to Contractor's employees ("Overtime Pay"); provided, the hourly employee worked more than 40 hours in the Contractor's regularly designated 40-hour work week. In the event a Supervisors or employee has not worked 40 hours in a designated 40-hour work week, Overtime Pay will be reimbursed only for such work performed over 40 hours. The Contractor is expected to meet its Services without the need for Overtime Pay.

C. Holiday Pay

When the Contractor's hourly employees provide Services to the Trust on the day the City recognizes as a legal holiday, the Contractor's employee shall be compensated at one and one-half (1.5x) times the actual hourly rate paid to Contractor's employees ("Holiday Pay"); provided, the hourly employee worked more than 40 hours in a designated 40-hour work week. In the event employees have not worked 40 hours in a designated 40-hour work week, Holiday Pay will be

reimbursed only for such work performed when it exceeds 40 hours. The actual date on which the holiday is recognized can change from year to year. The current City recognized City holidays are: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving (2 days), and Christmas (2 days). When the Contractor's salaried employees regularly scheduled workday falls on a City recognized holiday, the Contractor will be compensated, no additional compensation will be paid and is only at the regular salary amount.

5.03 Annual Budget

No later than one hundred twenty (120) days prior to the end of any contract year, the Contractor shall submit to the Director or Director's designated representative a proposed Annual Budget for the following contract year, in a format consistent with Exhibit B, B-1 and B-2, for all allowable expenses anticipated to be incurred by the Contractor during the next contract year. The Director or the Director's designated representative will review and notify the Contractor of any necessary changes within sixty (60) days of receipt of the Contractor's Annual Budget. The Contractor will make any changes or adjustments necessary and return the revised Annual Budget to the Director or the Director's designated representative within fifteen (15) days. The Contractor shall provide to the Director or the Director's designated representative all documentation necessary to support the Annual Budget. The Director shall approve the Annual Budget or any revised Annual Budget. If the Annual Budget, or any revised Annual Budget, results in an increase of greater than 10% of the previous contract year's total Annual Budget, the Trust shall be required to approve, by formal Amendment hereto, the Annual Budget or revised Annual Budget in addition to the Director's approval. In the event the Contractor fails to timely submit the Annual Budget or to make any requested changes, then the Director may elect to deduct twenty-one percent (21%) of the Contractor's then current monthly Management Fee from the Contractor's next monthly invoice payment for each month that the Annual Budget submission is outstanding. The Contractor shall provide to the Director or the Director's designated representative all documentation necessary to support the Annual Budget

5.04 Invoices and Method of Payment for Program Expenses

Contractor shall submit properly prepared itemized invoices and the required monthly reports identified in Paragraph 4.02 by the 5th business day of the month for the previous month's activities to okcatap@okc.gov. Invoices will be processed for payment only after review and approval. Contractor shall be responsible for resolving any discrepancies noted. Invoices will not be submitted to the Trust for approval until any discrepancies are resolved to the satisfaction of the Director. Once a valid invoice is received, it will be submitted to the Trust for approval of payment at the next available Trust meeting. Invoices must contain the following:

- A. Contractor's name, address, and Federal Taxpayer Identification Number;
- B. Detailed itemization of actual Services provided by each employee including, employee name, date and hours worked, and rate of payment;

- C. Total amount of the invoice; and
- D. Additional information, provided upon request, if necessary to verify the accuracy of the invoice.

ARTICLE 6. PERFORMANCE GUARANTEE

Contractor shall, upon execution of this Agreement, obtain and deliver to the Trust a Performance Guarantee in the form of a performance bond or letter of credit in the amount of 100% of the Contractor's total Annual Budget for the Contract Year and any Option Period(s) exercised by the Trust, to secure Contractor's full performance of this Agreement. The amount, form, provisions, and nature of the Performance Guarantee shall at all times be subject to the Trust's approval but may take the form of a bond or an acceptable irrevocable Letter of Credit attached hereto as Exhibit I. The Performance Guarantee shall apply to the full term of the Agreement, including any applicable renewal options or holdover period. A Performance Bond may be written on an annual basis but shall be renewed or replaced for each contract year. If the Performance Guarantee is in a form that periodically requires renewal, Contractor must renew the Performance Guarantee not less than 45 days before the Performance Guarantee is scheduled to expire.

ARTICLE 7. BOOKS AND RECORDS RETENTION

7.01 Books and Records

In order to ensure that the Trust, by and through the Director, is able to adequately monitor the Contractor's performance under the terms of this Agreement, the Contractor will keep and maintain true and accurate records relating to the CONRAC shuttle Bus operations and maintenance Service provided herein in accordance with generally accepted accounting principles, and will make the same readily available for examination by the Director during normal business hours during the term of this Agreement and shall be maintained for a period of no less than five (5) years after the end of the term of this Agreement.

7.02 Audit Rights

Contractor shall permit during ordinary business hours during the term of this Agreement, and for five (5) years after the expiration or termination of this Agreement, the examination and audit of its books and records by the officers, employees, and representatives of Trust to substantiate the accuracy of reported Services and Contractor's compliance with other provisions of this Agreement.

ARTICLE 8. HAZARDOUS MATERIAL(S) AND COMPLIANCE WITH ENVIRONMENTAL 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,

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

While on Airport property and 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, contractors or invitees in full compliance with all applicable statutes, regulations, and standards so that the Designated Areas is 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.

8.05 Indemnification

In addition to all other indemnities provided in this Agreement, Contractor agrees to defend, indemnify, and hold the Trust 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 of 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 14.

ARTICLE 11. TAXES

To the extent any taxes are assessed pursuant to applicable law, or any assessment is not subject to the Trust's exempt status, Contractor agrees to pay all present and future taxes or, in lieu of taxes, special assessments now or hereafter levied or assessed for taxes arising during the term of this Agreement: (a) upon property owned or possessed by Contractor and situated on the Designated Areas; or (b) upon Contractor's interest in or use of the Designated Areas. The Contractor shall defend, indemnify, and save Trust and the City harmless from any claims or liens in connection with such taxes or, in lieu of taxes, assessments.

ARTICLE 12. MISCELLANEOUS COVENANTS

12.01 Rules and Regulation Compliance

Contractor shall observe and comply with any and all present and future requirements of the constituted public authorities and with all federal, state, or local laws, policies, administrative regulations and standard rules applicable to Contractor or Trust for the intended use of the Designated Areas, including by way of example, but not of limitation, all general rules and regulations promulgated from time to time by the Director in connection with the administration of the Airport.

12.02 Noise or Sound Shock Waves

Contractor hereby agrees to make no claims or file or cause to be filed any legal or equitable actions against Trust or the City for any kind of damages which result from noise, vibration, or sound shock waves due to aircraft use of the Airport's facilities.

12.03 Communications Equipment

Contractor shall not install, maintain, or operate, or to grant to any third party the right to install, maintain, or operate any wireless network, satellite dish, antenna, wireless communications equipment, meteorological, aerial navigation, distributed antenna system, UHF and VHF radio system, internet access equipment or systems, or other similar related equipment or systems (collectively "Communications Equipment") that could cause or be

used to create electrical interference with communication between the Airport, the control tower, and any aircraft, make it difficult for flyers to distinguish between airport lights and others, impair visibility in the vicinity of the Airport, or endanger the landing, take off or maneuvering aircraft or interfere with security systems or the services provided by any Airport communications.

The Contractor must first obtain written approval of the Director, such approval being at the sole discretion of the Director before installing any Communications Equipment. In the event that any of Contractor's Communication Equipment should create an Airport Interference or violate this section at any time, the Contractor shall disable such system immediately upon notification from the Director and collaboratively work with Trust's staff to resolve any conflicts before such Communications Equipment may resume operations.

ARTICLE 13. INDEMNITY AND INSURANCE

13.01 Indemnity

Except as otherwise provided in Article 11, Contractor hereby agrees to release, defend, indemnify, and save harmless the Trust and the City and their officers, agents, and employees from and against any and all loss of or damage to property or injuries to or death of any person(s), or all claims, damages, suits, costs, expense, liability, actions, demands, liens, fines, encumbrances, or proceedings (including all reasonable legal fees and expenses) of any kind or nature whatsoever in matters resulting from, or arising out of: (a) Contractor's intentional acts or omissions, negligence, misconduct, operations, or activities or Services under or in connection with this Agreement; or (b) in matters resulting from, or arising out of Contractor's use and occupancy of any portion of the Airport, and including, without limiting the generality of the foregoing, acts and omissions of Contractor's officers, employees, representatives, suppliers, invitees, contractors, subcontractors, and agents. Provided, however, Contractor shall not be liable or be required to release Trust for any loss, damage, claims, suits, cost, expense, or actions occasioned by the negligence or willful misconduct of the Trust, the City, or their officers, trustees, and employees. The parties covenant to give each other prompt notice of any claims. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

13.02 Insurance

Contractor shall purchase, or cause to be purchased, and maintain in effect during the Term of this Agreement with insurance carriers or risk retention groups authorized to do business in the State of Oklahoma and approved by the Director, any insurance required by this paragraph. The insurance and additional insured requirements contained in this Agreement are considered minimum coverage amounts and Contractor may elect greater coverage limits than what is specified in this Agreement or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement and for the subsequent two (2) years following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Agreement.

- A. Workers' Compensation and Employer's Liability Insurance
Contractor shall maintain during the term of the Agreement, Workers' Compensation Insurance and Employer's Liability Insurance in amounts as prescribed by laws of the State of Oklahoma.
- B. Commercial General Liability Insurance
Contractor shall carry a policy of Commercial General Liability Insurance, which must include coverage for 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.
- C. Automobile Liability Insurance
Contractor shall carry insurance covering owned, leased, hired, or other non-owned vehicles to be utilized by Contractor in connection with the performance of 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, unless other amounts are specified by Oklahoma law, rule, or regulation.
- D. Garage Keepers Liability Insurance
Contractor shall maintain Garage Keepers Liability Insurance in an amount of not less than two million (\$2,000,000) per accident or five million dollars (\$5,000,000) in the aggregate. Such insurance shall provide broad coverage for all types of damage or loss, including, but not limited to, those caused by fire, flood, hail, wind, vandalism, or theft of the Trust's Buses while on the Contractor's premises, or in the Contractor's custody and care. The Garage Keepers Coverage Form shall be no less broad than ISO form CA 00 05 and shall be subject to the deductible requirements in this Article. Any fleet cap should be not less than \$500,000 per bus.

13.03 Contents

The Trust's property insurance does not insure Contractor's contents, property, furniture, fixtures, equipment, materials, displays, or other property in any building, structure or the Facilities owned by Trust even if a property loss is the result of a loss covered by Trust's property insurance. The Contractor is encouraged to insure any of its property, contents, furniture, fixtures, improvements, displays, or equipment located on the Designated Areas.

13.04 Certificates of Insurance

A. Deductibles

Any policy, except Worker's Compensation and Employer's Liability, having a deductible or retained self-insurance that exceeds \$25,000 shall not be allowed unless such insurance program is approved in advance by the Director, such approval shall not be unreasonably withheld. Contractor shall notify the Director immediately if Contractor has deductibles or retains self-insurance in excess of this stated amount. Contractor shall be solely responsible for any allowed deductible or retained self-insurance amounts. Any elected deductible or self-insured retention of the Contractor will not diminish Contractor's liability under this Agreement for claims or losses falling within any such deductible or self-insured retention amounts. Failure by Contractor to assume and pay for any deductible or retained self-insurance amount may be considered a material breach and may result in immediate termination at the Trust's option. If, during the term of the Agreement, the Contractor's elected insurance program exceeds any approved deductible or retained self-insurance amount, or if there is a change in the financial conditions of the Contractor which in the Director's sole discretion may impact the Contractor's ability to satisfy any deductible or retained self-insurance, then the Director may require Contractor to take such reasonable actions to ensure first dollar of loss coverage to the Trust and City including reducing or eliminating such deductibles or self-insured retentions or providing a financial guarantee for the deductible or retained self-insurance amount.

B. Form of Certificate

Certificate(s) of Insurance, acceptable to the Trust, in the form as shown on Exhibit "A" attached to Agreement or a form substantially similar thereto such as an approved ACORD form which includes the applicable line(s) of insurance, name(s) of insurance companies, policy number(s), amount of any deductible or self-insurance retainage, coverage amounts, all additional insured parties, and contractual liability coverage, shall be submitted to the Trust in conjunction with the signed Agreement.

C. Additional Insured

The Certificates of Insurance shall name Contractor as insured and the Oklahoma City Airport Trust and The City of Oklahoma City as additional insured (including any actual policy endorsement numbers) on any general liability insurance policy and automobile liability insurance, in a manner of equal standing to that of any named insured under said policy. Any insurance policy or liability coverage of the City or the Trust shall be considered subordinate, if applicable at all, to the primary coverage of the Contractor. Copies of additional insured or notice provision endorsements shall be submitted to the Trust along with any Certificates of Insurance. Copies of all insurance policies required herein naming the City or Trust as an additional insured shall be made available for review by the Trust or the City at the Trust's principal place of business on a timely basis when requested.

D. Notice of Change in Policy

Contractor must provide the Trust at least thirty (30) days prior written notice of any cancellation or material coverage change in their policies or to have an

endorsement made to each policy to include such notice periods in the event the policy provides a different notice period for any additional insured(s). For the purpose of this provision, a material change shall be considered any deductible or self-insurance that exceeds \$25,000 or any coverage amount that does not meet the minimum requirements contained herein or any coverage that is adverse to any terms that received approval by the Director.

E. Signatory

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.

F. Contractual Liability

The Certificate of Insurance for the Commercial General Liability Insurance shall also include evidence of coverage for Contractor's contractual liabilities as required herein. In the event the Certificate of Insurance does not delineate coverage for Contractor's contractual liabilities or the Contractor's insurance policy does not provide sufficient coverage for the Contractor's contractual obligations contained in this Agreement, Contractor agrees that Contractor's contractual obligations to the Trust are not diminished by the Contractor's elected insurance provisions.

E. Failure to Maintain Insurance

If Contractor fails to provide the foregoing insurance or fails to maintain a current certificate of insurance on file with the Trust, the Director may assess a \$100 per day fee on the Contractor for each day that the Contractor is not in compliance.

F. Umbrella Coverage

In the event the Contractor relies on excess or umbrella insurance to satisfy the requirement of this Article, any such policy shall follow form and be no less broad than the underlying policy, shall cover the term of the underlying policy without interruption, and shall include a dropdown provision with no gap in policy limits.

ARTICLE 14. TERMINATION

14.01 Termination by Trust

In the event that Contractor shall fail to perform, keep, and observe any of the terms, covenants, or conditions herein contained on the part of the Contractor to be performed, kept, and observed, Trust may give written notice to Contractor to use due diligence to correct such condition or default; and, if Contractor shall not commence and use diligence to correct such condition or default for seven (7) calendar days after receipt of such notice, Trust may, after the lapse of seven (7) calendar days' notice and prior to the correction or curing of such default or condition, terminate this Agreement by giving ten (10) days' notice and the term hereby demised shall thereupon cease and expire at the end of such ten (10) days in the same manner and effect as if it were the expiration of the term. In the event of a material breach, the Trust may immediately terminate the Agreement without notice to the Contractor. No default on the part of the Contractor shall be deemed to

continue so long as Contractor shall have promptly taken action to correct the same to the satisfaction of the Director and shall be diligently prosecuting such action. In any case where Trust shall be entitled hereunder to terminate this Agreement for failure of the Contractor to correct or cure a default after due notice as herein above provided in this paragraph, Trust may, as an alternative to termination of this Agreement, perform the obligation imposed under this Agreement for the account of and at the expense of the Contractor and the same shall be paid by Contractor within thirty (30) days following the date of receipt by Contractor of an invoice for the said reasonable expense or Trust may deduct the same from any monthly payment owed to the Contractor. In the event Trust is terminated due to default of the Contractor, Contractor shall be responsible for any additional expenses or cost to the Trust to correct or secure a new contractor until the end of the existing contractor's term.

14.02 Termination Due to Abandonment

Trust may terminate this Agreement and all of its obligations hereunder by giving Contractor written notice upon the happening of the following event:

If Contractor shall voluntarily abandon and discontinue the conduct and operation of its service at the Airport for a continuous period of thirty (30) days, except when such abandonment or discontinuation be caused by fire, earthquake, war, strike, or other calamity beyond Contractor's control.

14.03 Termination Due to Bankruptcy

Trust may terminate this Agreement and all of its obligations hereunder by giving Contractor ten (10) days written notice upon or after filing by Contractor of a voluntary petition in bankruptcy.

Trust may terminate this Agreement and all of its obligations hereunder by giving Contractor sixty (60) days written notice upon or after failure of Contractor to vacate or set aside the following:

- A. If voluntary proceedings in bankruptcy be instituted against the Contractor and the Contractor is thereafter adjudicated a bankrupt pursuant to such proceedings;
- B. If a court shall take jurisdiction of Contractor pursuant to proceedings brought under the provisions of any Federal Reorganization Act; or
- C. If permanent receiver of Contractor's assets be appointed.

14.04 Waiver or Default

No waiver or default by Trust of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by Contractor shall be construed to be or act as a waiver of any subsequent default of the terms, covenants, and conditions herein contained to be performed, kept, and observed by Contractor.

The payment to Contractor by Trust for any period or periods after default of any of the terms, conditions, or covenants herein contained to be performed, kept, and observed by Contractor shall not be deemed a waiver of any right on the part of the Trust to cancel this Agreement for failure by Contractor to perform, keep, or observe any of the terms, covenants, or conditions of this Agreement.

ARTICLE 15. TRANSFER OF MAJORITY INTEREST, VOTING CONTROL, OR OWNERSHIP

If any individual or group of individuals, or any other entity presently owns or possesses a majority interest, equity position, voting control, or ownership in Contractor, then a transfer of a majority interest, equity position, voting control, or ownership of Contractor, including by sale, merger, consolidation, or other reorganization, shall be deemed to be a Change in Control and an assignment of this Agreement that requires the express written consent of Trust, as provided in Article 16. As used in this Agreement, a “Change in Control” means a change in the ownership of more than 50% of the outstanding voting equity interests of Contractor or a change in the possession of the power to direct or cause the direction of the management and policies of Contractor, whether through the ownership of voting equity, by statute, or according to the provisions of a contract. If a Change in Control occurs without the prior written approval of Trust, then the Trust may terminate this Agreement. If Contractor is a “reporting company” as defined in the Corporate Transparency Act or other similar public disclosure reporting requirements and there is a Change in Control of Contractor, such change shall be reported to Trust in conjunction with any reporting required by the Corporate Transparency Act or other similar public disclosure reporting requirements. If Contractor does not make such disclosure to Trust, Trust may terminate the Agreement. Any person or entity with a majority interest, voting control, or ownership of Contractor, regardless of the form of the entity, shall have sufficient financial resources and operational experience to conduct the operation and activities permitted at the Airport under this Agreement. At least ninety (90) days prior to any Change in Control, Contractor shall submit written documentation to Trust showing good and sufficient financial worth and adequate experience in the provision of similar Services on the part of the contemplated transferee, and evidencing the intent of such contemplated transferee to expressly assume in writing, and agree to be bound by and fulfill all of the terms, covenants, obligations, and agreements contained in this Agreement, the sufficiency of which shall be in the sole discretion of the Director.

ARTICLE 16. ASSIGNMENT AND SUBCONTRACTING

16.01 Assignment

Contractor shall not assign or transfer this Agreement without first obtaining the approval of the Trust, whether by any operation of law, process, or proceeding of any Court or otherwise. Any Change in Control of Contractor shall be deemed an assignment within the meaning of this Agreement. Any assignee must provide sufficient documentation to display that the assignee has adequate experience and sufficient financial network to provide the Services identified herein.

16.02 Subcontracting

The Contractor may subcontract for only the bus maintenance and repair services to be

provided under this Agreement. Any work performed by a subcontractor must meet the qualifications for the repair and servicing of the Buses. Before utilizing a subcontractor, the Contractor must notify Landside Operations of the name, description of work and the subcontractor's qualifications and experiences. Upon written approval of the subcontractor, the Contractor may utilize the subcontractor.

ARTICLE 17. NON-PERFORMANCE

All performance of the Contractor under the Agreement shall be subject to inspection and approval by the Director or the Landside Operations. Trust may apply any number of inspection methods to determine Contractor compliance. These include, but are not limited to, 100% inspection, random inspections, incidental inspections, and validated customer complaints as inspection methods. The Contractor's Manager will receive from the Director, or Landside Operations, written notification of any infractions by the next scheduled workday. A copy of this infraction notification will be kept on file. Contractor's goal shall be complete compliance.

Contractor will be given reasonable opportunity to correct any noted deficiency, but in no event shall a deficiency not be corrected for more than seven (7) calendar days unless agreed to in advance.

In the event the Contractor fails to correct any noted deficiency in the time specified for such correction, the Trust, by and through the Director, may correct all problems it deemed necessary and all related costs and damages shall be assessed to the Contractor and deducted from the next monthly payment(s) owed to the Contractor. The Trust may also elect to either execute upon the Performance Guaranty or terminate the Agreement pursuant to Article 14. Both Contractor and Trust, by and through the Director, should take reasonable steps to mutually resolve any deficiency before termination of the contract for default. The Contractor agrees that all damages assessed for non-performance may be deducted from any payment owed to Contractor from its monthly invoice following the month in which such damages were imposed.

ARTICLE 18. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the solicitation period through the completion of the Agreement.

ARTICLE 19. CIVIL RIGHTS TITLE VI ASSURANCE

19.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

A. Compliance with Regulations

The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

D. Information and Reports

The Contractor will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Trust or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will certify to the Trust or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the Trust will impose such contract sanction [in accordance with any applicable notice and cure provisions provided for in this Agreement] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding any payments to the Contractor under the Agreement until the Contractor complies; and/or
2. Cancelling, terminating, or suspending an Agreement, in whole or in part.

F. Incorporation of Provisions:

The Contractor will include the provisions of [Paragraph 19.01, subparagraphs] A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Trust or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Trust to enter into any litigation to protect the interests of the Trust. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

19.02 Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignee, and successor in interest agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 *et seq.*) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-259), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

- testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq*).

**ARTICLE 20. TITLE VI CLAUSES FOR THE TRANSFER OF OR
CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE AIRPORT IMPROVEMENT PROGRAM**

20.01 Property Acquired or Improved Under Airport Improvement Program

The following clause will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Trust pursuant to the provisions of the Airport Improvement Program grant assurances.

The Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

20.02 Construction/Use/Access to Property Under Activity, Facility, or Program

The following clause will be included in deeds, licenses, permits, or similar instruments entered into by the Trust pursuant to the provisions of the Airport Improvement Program grant assurances.

The Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

ARTICLE 21. GENERAL CONDITIONS

21.01 Notices

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 the Trust:

Oklahoma City Airport Trust
Will Rogers World Airport
7100 Terminal Drive, Unit 937
Oklahoma City, Oklahoma 73159-0937
Telephone: (405) 316-3200
Email: LandsideOps@okc.gov

For the Contractor:

[NAME]
[ADDRESS]
[CITY, ST ZIP]
[TELEPHONE]
[EMAIL]

A party may designate a change to the physical address by written notice given to the other Party in accordance with this Paragraph 22.01. Unless otherwise stated herein, notice to each party shall be sufficient and deemed received on the third business day if sent by U.S. Postal Service regular mail, postage prepaid, to the address listed herein whether accepted, or if hand delivered. Bills, statements, and other communication to or Trust may be through telephone or sent through the U.S. Postal Service regular delivery, or electronic mail.

21.02 Non-Waiver

The waiver by Trust of any breach of the Contractor of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by the non-breaching party to seek a remedy for any breach by the breaching party be a waiver by the non-breaching party of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

21.03 Binding Effect

This Agreement shall be binding upon the parties, and their respective successors and assigns, as of the Effective Date.

21.04 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.

21.05 Entire Agreement; Modification Hereof

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.

21.06 Execution of Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

21.07 Effects of Saturdays, Sundays, and Legal Holidays

Whenever this Agreement requires any action 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.

21.08 Descriptive Headings: Table of Contents

The descriptive headings of the sections of this Agreement and any table of contents annexed thereto or copies hereof are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation, or effect of this Agreement.

21.09 Construction and Enforcement

This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Agreement it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform or not to perform, as the case may be, such act or obligation.

21.10 Venue

The parties acknowledge and agree that in the event of any dispute or disagreement that necessitates court intervention, the venue for all litigation shall be the District Court of Oklahoma County, Oklahoma.

21.11 Construction and Enforcement

In the event of ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.

21.12 Recitals Contractual in Nature

The parties acknowledge and agree that the recitals as contained hereinabove in this Agreement are contractual in nature and binding on the parties.

21.13 Conflicts

If there is a conflict between any provision within the Agreement or any Exhibit, then the language contained in any article, paragraph or section with the Agreement shall govern and control over any conflicting language, term, or provisions in any Exhibit.

21.14 Independent Contractor Status

The parties hereby acknowledge and covenant that Contractor is an independent contractor and will act exclusively as an independent contractor and not as an employee of the Trust or the City in performing the Services hereunder. The parties do not intend and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship. Neither the Trust nor the City will withhold any social custodial tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to Contractor. All such taxes, if due, are the responsibilities of Contractor and will not be charged to the Trust or City. Contractor agrees not to make any claims to any health, welfare or retirement benefits available to qualified employees of the City, for work done in relation to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement as of the Effective Date stated above.

_____, **Contractor**

DocuSigned by:

Paul Buharin
7F5B33F14735407...
Signature

Paul Buharin

Printed Name

RVP Midwest Region

Title

DocuSigned by:

maureen jacobson
D990ABEDF14D46A...
maureen jacobson

VP Finance

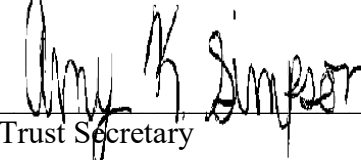
APPROVAL RECOMMENDED:



Director of Airports

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

ATTEST:



Trust Secretary



OKLAHOMA CITY AIRPORT TRUST



Chairman

REVIEWED for form and legality.



Assistant Municipal Counselor/
Attorney for the Trust

EXHIBIT A – SCOPE OF WORK

[To be agreed to by the parties but based on the Scope of Work to the RFP.]

Supplier Response Form

EXHIBIT B		
CONTRACT YEAR ONE: 2024 - 2025		
CONRAC SHUTTLE BUS ANNUAL BUDGET		
		BUDGET 2024 - 2025
PERSONNEL BUDGET		
PERSONNEL		
Salaries and Wages		1,307,732
FICA		99,687
Unemployment Insurance		10,074
Dental Insurance		11,556
Health Insurance		184,488
TOTAL PERSONNEL EXPENSES		\$ 1,613,547
NON-PERSONNEL BUDGET		
OTHER EMPLOYEE EXPENSES		
Employment Advertising		1,895
Employee Certifications		0
Employee Background Checks, Physicals, and Drug Tests		3,386
Training		0
Uniforms and Badges		8,512
Ins: Worker's Compensation/Employer's Liability		104,014
TOTAL OTHER EMPLOYEE EXPENSES		\$ 117,807
MAINTENANCE FACILITY AND OTHER EXPENSES		
Facility Supplies		8,954
Cleaning supplies for Conrac Bus Maintenance Facility and other general supplies for Conrac Bus Maintenance Facility such as light bulbs, air freshener, pest control supplies		
Facility Janitorial		10,301
Facility Pest Control		2,450
Security		4,397
IT Services and Lease		25,301
Trash Service		2,260
Gas		9,296
Electricity		9,575
Water		1,430
Telephone / Cell Phone(s), Wireless and Internet		7,681

	Maintenance Facility Lease / Mortgage	115,440	
	TOTAL MAINTENANCE FACILITY AND OTHER EXPENSES	\$ 197,085	
	BUS EXPENSES		
	Bus Parts and Repairs	118,212	
	Bus parts and repairs including fluids, lubricants, tires, and other shop supplies		
	Bus Cleaning Supplies	11,398	
	Radio Costs	7,028	
	Tools	4,094	
	TOTAL BUS EXPENSES	\$ 140,732	
	OTHER EXPENSES		
	Laptops, desktops, copier, and fax machine	0	
	Equipment such as laptops, desktops, copiers, and fax machine - category does not include consumables		
	Commercial General Liability	12,279	
	Auto Liability	122,484	
	Supervisor/Service Vehicle Fuel Costs	28,058	
	Supervisor/Service Parts and Repairs	2,750	
	Office Furniture	600	
	Postage and Shipping	1,800	
	Office Supplies	3,853	
	General office supplies, including items such as toner, paper, pens, pencils, and other general office supplies		
	TOTAL OTHER EXPENSES	\$ 171,824	
	Sub-Total Operating Budget (Personnel and Non-Personnel)	\$ 2,240,995	
	Management Fee	\$ 189,860	
	TOTAL YEAR ONE ANNUAL BUDGET	\$ 2,430,855	

Supplier Response Form

EXHIBIT B-1

MANAGEMENT FEES

CONRAC SHUTTLE BUS ANNUAL BUDGET

It is anticipated that the selected Proposer will be paid an Annual Management Fee for their services. The selected proposer will include the Annual Management Fees for the first 3 years of the contract. After the 3rd year, the Annual Management Fee will be negotiated with the selected Proposer for the remainder of the Initial Period and any Option Period.

1.	Contract Year One	\$ 189,860 (Annual)
2.	Contract Year Two	\$ 199,856 (Annual)
3.	Contract Year Three	\$ 206,787 (Annual)
	Total for Contract Years One through Three	\$ 596,503
4.	Contract Year Four *	\$ 214,358 (Annual)
5.	Contract Year Five*	\$ 222,840 (Annual)

(Include Contract Year Amount on Annual Budget)

*Year Four and Year Five to be Negotiated during Annual Budget

Supplier Response Form

EXHIBIT B-2 ANNUAL BUDGET: WAGES AND SALARY CALCULATION FOR CONTRACT YEAR ONE

<u>TITLE</u>	<u>SALARY</u>	<u>AVERAGE</u> <u>RATE*</u>	<u>ANTICIPATED</u> <u># OF HOURS</u>	<u>COST</u>
Manager	\$ <u>111,232</u> /Yr.		<u>2,080</u>	\$ <u>111,232</u>
Shift Supervisor		\$ <u>20.30</u> /Hr.	<u>9,019</u>	\$ <u>183,086</u>
Bus Driver		\$ <u>18.71</u> /Hr.	<u>29,357</u>	\$ <u>549,269</u>
Customer Service Rep.		\$ <u>15.23</u> /Hr.	<u>13,865</u>	\$ <u>211,164</u>
Maint. Supervisor		\$ <u>36.00</u> /Hr.	<u>2,080</u>	\$ <u>74,880</u>
Bus Maint. Mechanic		\$ <u>30.10</u> /Hr.	<u>2,296</u>	\$ <u>69,110</u>
Bus Maint. Service Tech.		\$ <u>19.16</u> /Hr.	<u>2,296</u>	\$ <u>43,991</u>
<u>Assistant General Manager</u>		\$ <u>31.25</u> /Hr.	<u>2,080</u>	\$ <u>65,000</u>
TOTAL WAGES & SALARIES - FOR CONTRACT YEAR ONE**				\$ <u>1,307,732</u>

This schedule is for average salary/hourly wages and the total anticipated hours for each position in order to meet the Services requested for the contract year.

*Average rate should be no greater than the Maximum Rate in Exhibit C and no less than 15% of the maximum rate per Section 5.02A.

**Total cost to be included on the Salaries and Wages line in the Annual Budget. Salaries and Wages will be reimbursed based on the actual paid payroll records.

Note: Average Rate in Exhibit B-2 includes overtime premium for hourly positions. Driver overtime estimated to be 8.5%.
The Maximum Rate in Exhibit C is based on regular pay and does not include overtime.

Supplier Response Form**EXHIBIT C****MAXIMUM WAGE BY POSITION**

<u>TITLE</u>	<u>1ST YEAR</u>	<u>2ND</u>	<u>3RD YEAR</u>
	<u>SALARY/RATE</u>	<u>YEAR</u>	<u>SALARY/RATE</u>
		<u>SALARY/</u>	
		<u>RATE</u>	<u>SALARY/RATE</u>
Manager	\$ <u>92,693</u> /Yr.	\$ <u>95,472</u> /Yr.	\$ <u>98,342</u> /Yr.
Shift Supervisor	\$ <u>21.00</u> /Hr.	\$ <u>21.63</u> /Hr.	\$ <u>22.28</u> /Hr.
Bus Driver	\$ <u>18.30</u> /Hr.	\$ <u>19.03</u> /Hr.	\$ <u>19.79</u> /Hr.
Customer Service Rep.	\$ <u>15.53</u> /Hr.	\$ <u>16.00</u> /Hr.	\$ <u>16.48</u> /Hr.
Maint. Supervisor	\$ <u>36.00</u> /Hr.	\$ <u>37.08</u> /Hr.	\$ <u>38.19</u> /Hr.
Bus Maint. Mechanic	\$ <u>28.75</u> /Hr.	\$ <u>29.61</u> /Hr.	\$ <u>30.50</u> /Hr.
Bus Maint. Service Tech.	\$ <u>18.30</u> /Hr.	\$ <u>18.85</u> /Hr.	\$ <u>19.41</u> /Hr.
<u>Assistant General Manager</u>	\$ <u>31.25</u> /Hr.	\$ <u>32.19</u> /Hr.	\$ <u>33.16</u> /Hr.

Note: Average Rate in Exhibit B-2 includes overtime premium for hourly positions. Driver overtime estimated to be 8.5%.

The Maximum Rate in Exhibit C is based on regular pay and does not include overtime.

EXHIBIT D – BUS ROUTE

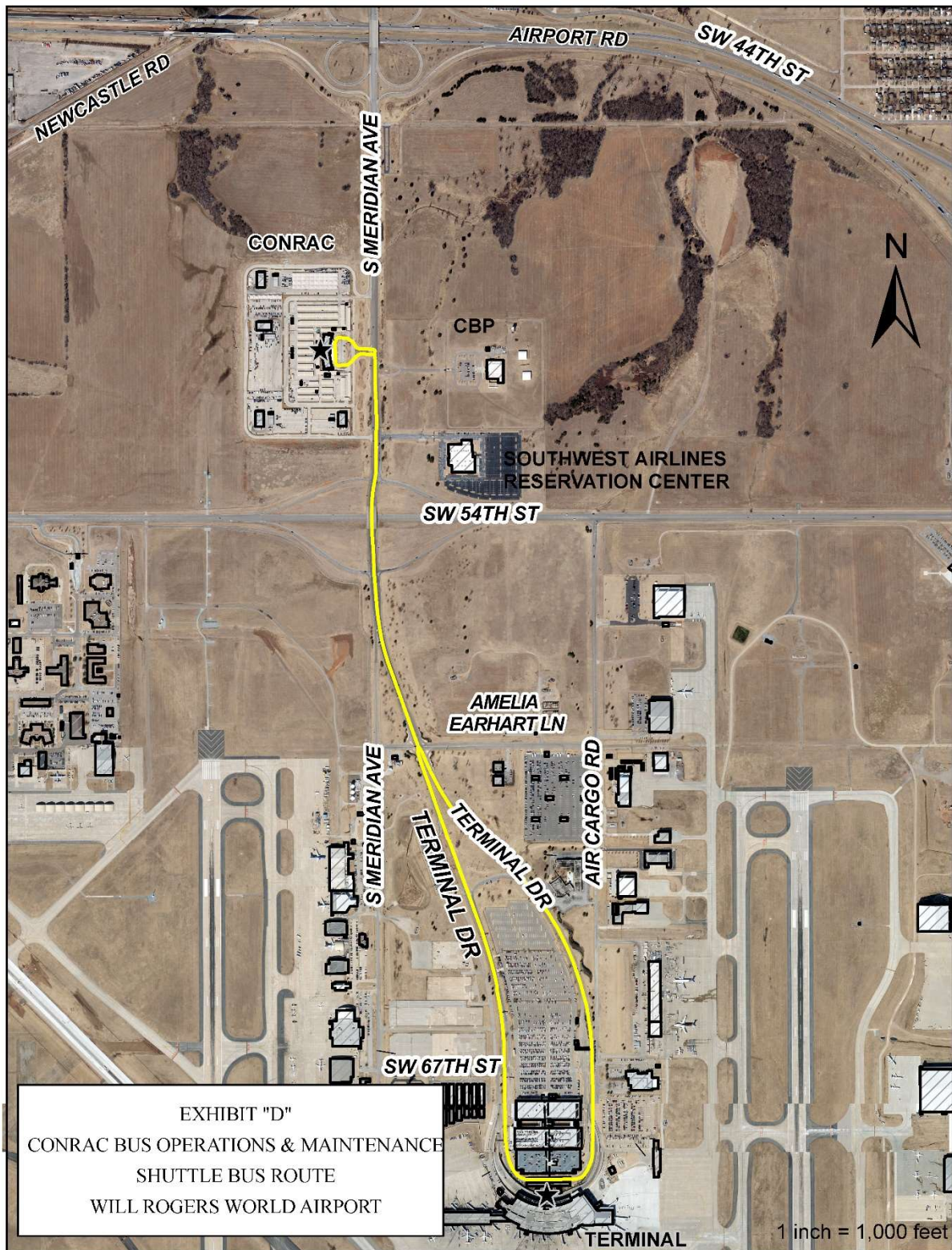


EXHIBIT E – GROUND TRANSPORTATION PLAZA



EXHIBIT F – CONRAC FACILITY



EXHIBIT G – O&M PLAN

(Included by reference and dated _____, 2024)

[To be submitted by the Contractor following selection and agreed to by the Director prior to award. The O&M Plan shall address shift scheduling (including breaks & holidays), hiring and retainage for employees, schedules and methodology for cleaning and inspection of Buses, schedules and methodology for maintenance and repair of Buses, employee training, employee discipline, include an organizational chart for OKC, protocols for assisting passengers with disabilities, monitoring customer satisfaction, and headway and wait time requirements]

EXHIBIT H – FORM OF CERTIFICATE OF INSURANCE

ISSUE DATE: _____		OKLAHOMA CITY AIRPORT TRUST CERTIFICATE OF INSURANCE		PROJECT OR CONTRACT NUMBER: _____	
PRODUCER ADDRESS INSURED ADDRESS		NOTE: THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, NOR DOES IT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY POLICIES BELOW, EXCEPT AS SHOWN BELOW. COMPANIES AFFORDING COVERAGE COMPANY A LETTER COMPANY B LETTER COMPANY C LETTER COMPANY D LETTER COMPANY E LETTER			
COVERAGES: THIS IS TO CERTIFY THAT THE INSURANCE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED, FOR THE POLICY PERIOD INDICATED HEREIN. THE POLICIES SHOWN IN THIS CERTIFICATE ARE DEEMED PRIMARY TO ANY INSURANCE CARRIED BY THE INSURED FOR THE SPECIFIC LOCATION, PROJECT OR EVENT.					
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY _____ OCCURRENCE _____ CLAIMS MADE AND TAIL COVERAGE _____ CONTRACTUAL LIABILITY _____ Ded./SIR \$ _____				GENERAL AGGREGATE	
				BODILY INJURY (Per Person)	
				PROPERTY DAMAGE (Per Accident)	
				EACH OCCURRENCE	
				MEDICAL EXPENSES (Any One (1) Person)	
AUTOMOBILE LIABILITY _____ ANY AUTO _____ ALL OWNED AUTOS _____ SCHEDULED AUTOS _____ HIRED AUTOS _____ NON-OWNED AUTOS				COMBINED SINGLE LIMIT	
				BODILY INJURY (Per Person)	
				BODILY INJURY (Per Accident)	
				PROPERTY DAMAGE	
WORKER'S COMPENSATION AND EMPLOYER LIABILITY Standard Compliance for the State of Oklahoma				EACH ACCIDENT	
				DISEASE - POLICY LIMIT	
				DISEASE - EACH EMPLOYEE	
VALUABLE PAPERS INSURANCE (If required by Contract)					
EXCESS LIABILITY (If required by Contract)				EACH OCCURRENCE	
				AGGREGATE	
OTHER (If required by Contract)					
DESCRIPTION OF OPERATION(S)/VEHICLES/SPECIAL ITEMS THE CITY OF OKLAHOMA CITY AND THE OKLAHOMA CITY AIRPORT TRUST ARE ADDITIONAL INSURED, WITH RESPECT TO LIABILITY. CONTRACTUAL LIABILITY INCLUDED.					
CERTIFICATE HOLDER(S) The City of Oklahoma City and The Oklahoma City Airport Trust 7100 Terminal Drive, Unit 937 Oklahoma City, OK 73159-0937		CANCELLATION IT IS AGREED THAT NONE OF THESE POLICIES WILL BE CANCELLED OR CHANGED EXCEPT IN THE APPLICATION OF THE AGGREGATE LIABILITY LIMIT PROVISIONS, SO AS TO AFFECT THE INSURANCE DESCRIBED IN THIS CERTIFICATE UNTIL AFTER 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION, REDUCTION IN COVERAGES OR NONRENEWAL FOR NONPAYMENT OF PREMIUM HAS BEEN DELIVERED TO THE CERTIFICATE HOLDER. AUTHORIZED REPRESENTATIVE SIGNATURE _____ TELEPHONE NUMBER () _____			

CERTIFICATE OF INSURANCE EXPLANATION OF THE CITY OF OKLAHOMA CITY AND PARTICIPATING TRUST(S)

The Certificate Holder(s) require the use of this Certificate of Insurance as evidence that the insurance requirements of the contract have been complied with and will continue as long as the contract is in force. The City and/or Trust rely on this Certificate as proof of compliance with the insurance requirements agreed upon. The City and/or Trust must be advised of any cancellation or non-renewal of the insurance coverages required or any reduction in the coverages provided, in compliance with the contract, as shown in the Certificate of Insurance. Thirty (30) days prior written notice of cancellation, reduction in coverages (other than an aggregate limit provision reduction) or nonrenewal for nonpayment of premium must be provided to the City and/or Trust so that the City and/or Trust may take appropriate action.

Many certificates of insurance are received by the City and its Trusts and many contain statements claiming that the certificate is issued as a matter of information only and confers no rights upon the certificate holder. A common example is "Should any of the above described policies be canceled before the expiration date hereof, the issuing company will endeavor to mail (number of days) days written notice to the named holder, but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives." This is unacceptable.

The City and Trust have the right of notice of cancellation, nonrenewal and reduction of coverage, as a requirement in the contract. The City and Trust rely upon the Certificate of Insurance as evidence of contract compliance.

The authorization requirement (that the authorized representative signing the Certificate of Insurance provide written acknowledgment by the insurance company or companies to the City and/or Trust) is written proof that the person signing the Certificate is legally authorized by the insurance company or companies to obligate them, as shown in the Certificate.

The City and/or Trust must have positive evidence in the form of the Certificate of Insurance that the insurance requirements of the contract have been met and will continue to be met without interruption during the term of the contract. Neither the named insured nor its insurance company may attach any endorsement(s) or rider(s) to the insurance policy or this Insurance Certificate that change or modify the insurance requirements, obligations, or additional insured status of the Trust or City in any manner. To the extent the insurance policy or any endorsement or rider is inconsistent with the contractual insurance obligations, the contractual agreement between the insured and the Trust and/or City shall control.

No activity will begin until the insurance Certificate is received. Your cooperation in providing the City and/or Trust with acceptable evidence of insurance compliance will prevent confusion and delay.

EXHIBIT I – PERFORMANCE GUARANTEE FORMS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____, a _____ organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Oklahoma City Airport Trust (“Trust”) in the penal sum of: _____ Dollars and /100_____ (\$ _____) beginning on the date of execution of the Agreement through the end of the contract year and subject to renewal and modification for work to be performed by the Principal in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Agreement with the Oklahoma City Airport Trust, dated this _____ of _____, 20____, for:

**PROFESSIONAL SERVICES AGREEMENT FOR CONRAC FACILITY SHUTTLE BUS
OPERATIONS AND MAINTENANCE**

all in compliance with the Agreement and on file in the office of the Oklahoma City Airport Trust, 7100 Terminal Drive, Unit 937, Oklahoma City, Oklahoma 73159-0937.

NOW THEREFORE, if said Principal shall, in all particulars, well, truly, and faithfully perform and abide by said Agreement and each and every covenant condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Agreement and said specifications; and if said Principal shall protect and save harmless said Oklahoma City Airport Trust from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of said Agreement resting upon said Principal, then this obligation shall be null and void and Surety shall have no obligation under this Performance Bond unless specified herein.

In the event the Principal defaults in its performance under the Agreement:

1. The Trust shall inform the Contractor and the Surety that the Trust has declared the Principal in default. The Surety may, within five (5) business days after receipt of the Trust’s notice, require a conference. Any conference shall be held within ten (10) business days of Trust’s receipt of Surety’s conference request. If the Trust, Principal and Surety jointly agree, the Principal shall be allowed to perform under the terms and conditions jointly agreed, but such an agreement shall not waive the Trust’s right, if any, to declare subsequently the Principal in default;
2. Upon the satisfaction of paragraph 1, the Surety shall, at the Surety’s sole cost and expense:

- a. Arrange for a third-party agreed to by the Trust and the Surety to undertake the remaining performance and obligations of the Principal and pay to the Trust any damages owed as the result of the Principal's default including any legal, professional, loss of income, costs to correct such defects, cost, and expenses to secure another Contractor, liquidated damages, or other reasonable expenses related to or caused by said conditions of default; or
 - b. Pay to the Trust the full amount of the bond.
3. It is further expressly agreed and understood by the Principal, Surety and Trust that Surety waives notice of any change order, modifications, or amendments to the Agreement between the Principal and the Trust and any such changes or alterations in said Agreement shall not have the effect of releasing the Surety or Principal from the obligations of this bond.

SIGNATURES TO FOLLOW

APPROVED by the Chairman and Trustees of the Oklahoma City Airport Trust this _____ day
of _____, 2024.

ATTEST:

Trust Secretary

Chairman

REVIEWED for form and legality.

Assistant Municipal Counselor/
Attorney for the Trust

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year set forth below.

Executed this _____ day of _____, 20____ by the Principal.

Principal

ATTEST:

(Witness - Secretary)

(Authorized Officer)

Executed this _____ day of _____, 20____ by the Surety.

Surety (Name of company)

ATTEST:

(Witness - Secretary)

(Attorney-in-Fact)

LETTER OF CREDIT FORM

Irrevocable Standby Letter of Credit No.

(Date) _____, _____

AMOUNT: USD \$ _____

BENEFICIARY:

Trustees of the Oklahoma
City Airport Trust

APPLICANT:

EXPIRES: _____, _____

At the request of _____, we (name and address of national banking institution) hereby establish our Irrevocable Standby Letter of Credit in your favor for USD One Million and 00/100 cents, (\$1,000,000.00). This Irrevocable Standby Letter of Credit expires on _____, 20____, but will be automatically extended for additional consecutive one-year if you have not received by certified mail notification of our intention not to renew one hundred and eighty (180) days prior to the original expiration date and each subsequent expiration date.

We warrant to you that all drafts under this Irrevocable Standby Letter of Credit will be duly honored and timely paid upon presentation of your draft drawn on us at (_____), on or before the expiration date or on or before any automatically extended date when accompanied by the following:

1. A copy of our written notification of our intention not to renew the Letter of Credit and a written statement by the Director of Airports or his designated representative stating a certain sum of money (not to exceed the amount of the Letter of Credit) is due and payable; or
2. A signed statement by the Director of Airports or his designated representative that applicant, _____, has defaulted on its CONCESSION SERVICES Agreement dated _____, _____, and that a certain sum of money (not to exceed the amount of the Letter of Credit) is due and payable.

SIGNATURE TO FOLLOW

(NAME OF INSTITUTION)

BY: _____
AUTHORIZED SIGNER

TITLE: _____

PRINTED NAME _____

(ATTACHED DOCUMENTS INDICATING SIGNATORY AUTHORITY OF SIGNER FOR
BANK)