

**AMENDMENT NO. 1 TO THE SERVICE CONTRACT FOR PASSENGER BOARDING
BRIDGES INSPECTION, MAINTENANCE, AND REPAIR**

This Amendment No. 1 to the Service Contract for Passenger Boarding Bridges Inspection, Maintenance, and Repair (“Amendment No. 1”) made and entered into between the Trustees of the Oklahoma City Airport Trust (“Trust”), and Oshkosh AeroTech, LLC (“Oshkosh”), formerly known as JBT AeroTech Corporation (“JBT”),

W I T N E S S E T H:

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

WHEREAS, on January 27, 2022, the Trust approved the Service Contract for Passenger Boarding Bridges Inspection, Maintenance, and Repair (“Original Contract”) with JBT, whereby JBT agreed to provide inspection, maintenance, and repair services for the Trust-owned passenger boarding bridges; and

WHEREAS, JBT has notified the Trust that it was acquired and underwent a conversion of its corporate structure to Oshkosh as of February 16, 2024; and

WHEREAS, the parties desire to formalize the conversion and revise certain language.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, both parties agree as follows:

1. This Amendment No. 1 is effective February 16, 2024 (“Effective Date”).
2. The Certificate of Conversion converted JBT to Oshkosh and under Delaware’s Limited Liability Company Act’s 2 DE Code 18-214, Oshkosh is deemed to be the same entity as JBT, and the conversion is a continuation of JBT’s existence.
3. Oshkosh understands and accepts and hereby assumes, agrees, and undertakes to perform all of the obligations, covenants, and agreements of JBT pursuant to the Original Contract. From the Effective Date, all references to JBT in the Original Contract shall be deemed a reference to Oshkosh. Oshkosh accepts and assumes all performance requirements, responsibilities, and covenants contained in the Original Contract and agrees to strictly honor and comply with all terms, provisions, conditions, obligations, and liabilities created by or under the Original Contract as if it were an original contracting party to the Original Contract.
4. The parties agree that Article 18. General Civil Rights Provisions and Article 19. Civil Rights Title VI Assurance of the Original Contract are hereby deleted in their entirety and replaced with the following:

“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 Contractor and its subcontractors from the bid solicitation through the completion of the Contract.”

“ARTICLE 19. CIVIL RIGHTS TITLE VI ASSURANCE”

19.01 Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this Contract, 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 Contract.

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 sublessees, 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 Contract 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 Contract 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 so 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 Contract, the Trust will impose such contract sanction [in accordance with any applicable notice and cure provisions provided for in this Contract] 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 Contract until the Contractor complies; and/or
2. Cancelling, terminating, or suspending a Contract, 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 Contract, 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 U.S.C. § 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 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 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 (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 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 U.S.C. §1681 *et seq.*)”

5. The parties agree that Paragraph 23.01, Notices, of Article 23. General Conditions of the Original Contract is hereby deleted in its entirety and replaced with the following, the remaining paragraphs of Article 23 shall be in effect:

“ARTICLE 23. GENERAL CONDITIONS

23.01 Notices

Notices or other communications 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, OK 73159-0937
Telephone: (405) 316-3200
Email: wrwabusinessproperties@okc.gov

For the Contractor: Oshkosh AeroTech, LLC
4074 South 1900 West
Roy, UT 84067
Telephone: (469) 223-0041
Email: stephen.kerner@jbtc.com

A party may designate a change to the physical address by written notice given to the other Party in accordance with this Paragraph 23.01.

Bills and statements to the Contractor 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 or not actually accepted, or if hand delivered.

...”

6. It is further understood and agreed by and between the Trust and Oshkosh AeroTech, LLC that, except as amended by this Amendment No. 1, all other terms and conditions of the Original Contract as defined herein shall remain in full force and effect to the extent they are not in conflict with any provision contained in this Amendment No. 1, and the recitals and provisions of this Amendment No. 1 shall become a part of the Original Contract as if fully written therein and known hereinafter as the “Contract.”

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed as of the dates hereinafter set forth.

OSHKOSH AEROTECH, LLC

By: _____

Title: _____


Regional Manager

[Remainder of page intentionally left blank.]

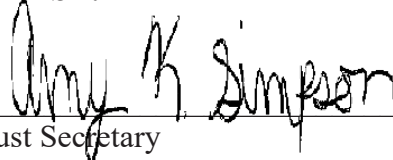
APPROVAL RECOMMENDED:



Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226 USA	1-414-443-0000 INSURED Oshkosh AeroTech LLC 4074 South 1900 West Roy, UT 84067-4103 USA	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: See Schedule of Insurers INSURER B: HARTFORD FIRE IN CO INSURER C: WESTCHESTER SURPLUS LINES INS CO INSURER D: HARTFORD ACCIDENT & IND CO INSURER E: TWIN CITY FIRE INS CO CO INSURER F:	NAIC # 19682 10172 22357 29459
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COVERAGES

CERTIFICATE NUMBER: 750780862

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Aviation CGL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		A1PR000201123AM	11/01/23	04/01/25	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 AOA-Airside \$ Included
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		83AB S68003	10/01/23	10/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			G72515511004	04/01/24	04/01/25	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WN S68000	10/01/23	10/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	83WBR S68001	10/01/23	10/01/24	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Oklahoma City, and The Oklahoma City Airport Trust are Additional Insured on the Commercial General Liability and Automobile Liability policies listed above as required by the terms and conditions of the written contract.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City Oklahoma City Airport Trust 7100 Terminal Drive, Unit 937 Oklahoma City, OK 73159 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

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AGENCY Hays Companies, Inc.		NAMED INSURED Oshkosh AeroTech, LLC
POLICY NUMBER See Schedule Below		
CARRIER See Schedule Below	NAIC CODE See Schedule	EFFECTIVE DATE: November 1, 2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

SECURITY (the "Insurers")

<u>Insurer</u>	<u>Policy Number</u>
Allianz Global Risks US Insurance Co. through Allianz Global Corporate & Specialty ®	A1PR000201123AM NAIC: 35300
National Union Fire Ins Co of Pittsburgh, PA through AIG	PL007741013-13 NAIC: 19445
Underwriters at Lloyds London, London and Certain Insurance Companies through Price Forbes	B0507AS2300278 11/01/2023-11/01/2024
QBE Insurance Corporation through QBE America	100010221 NAIC: 39217
Starr Indemnity Liability Company through Starr Companies	1000189341-03 NAIC: 38318
Old Republic Insurance Group through Old Republic Aerospace	MP00045903 NAIC: 24147
AXA XL, a division of AXA	UA00019286AV23A NAIC: 37885

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligation under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (insurance)

In the event of cancellation or adverse material change of the policies by Insurers, Insurers agree that such cancellation or change shall not be effective to the Additional Insured until thirty (30) days after insurance of notice by the Insurers to the certificate holder(s).

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