

AMENDMENT NO. 2 TO THE TERMINAL APRON SOUTH PHASE 1 CONTRACT

This Amendment No. 2 to the Terminal Apron South Phase 1 Contract (“Amendment No. 2”) is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Trust”), a public trust, and MacArthur Associated Consultants, LLC (“Consultant”), an Oklahoma professional corporation.

WITNESSETH:

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

WHEREAS, the Trust is responsible to maintain some facilities, buildings, and improvements that are included in the Trust’s estate at the Airport and Lease Agreement between the Trust and the City requires the Trust to employ an independent engineer to evaluate and provide recommendations regarding Project No. OCAT WRWA 2402, “Terminal Apron South Phase 1,” in the Trust’s estate; and

WHEREAS, on May 23, 2023 the Trust and the Consultant entered into a Professional Services Contract dated/effective on June 2, 2023 as the same was amended from time to time by the parties (“Contract”), whereby the Trust retained the professional services of the Consultant in the Contract to assist in coordinating the interests of the Trust regarding their obligations mentioned above and provide professional architectural and engineering services for Project No. OCAT WRWA 2402, “Terminal Apron South Phase 1”; and

WHEREAS, Amendment No. 1 adjusted the scope of the project to more accurately describe and phase the project into an immediate need for the Trust while evaluating the entire terminal apron for future projects, and reallocated the professional services compensation to reflect these changes; and; and

WHEREAS, it is the desire of both parties to enter into this Amendment No. 2 to address the additional effort required to adjust the construction phasing to accommodate Airport tenant schedules and needs.

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

1. This Amendment No. 2 shall be effective as of May 23, 2024 (“Effective Date”).
2. The parties hereby agree that Exhibit “C” of the Contract shall be and are hereby amended by the deletion of letters and numbers scored through, and by the addition of letters and numbers italicized.
3. The Parties agree that Article 24 – Non-Discrimination is hereby deleted and replaced in its entirety with the following language:

ARTICLE 24 - NON-DISCRIMINATION

A. General Civil Rights Provisions.

In all its activities within the scope of its airport program, Consultant 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 Consultant and subcontractors from the bid solicitation period through the complete of the Contract.

B. Compliance with Non-Discrimination Requirements.

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

1. **Compliance with Regulations**

Consultant 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.

2. **Nondiscrimination**

Consultant, 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 Consultant 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.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment**

In all solicitations, either by competitive bidding or negotiation made by Consultant 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 Consultant of Consultant's obligations under this Contract and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports

Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, Consultant 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.

5. Sanctions for Noncompliance

In the event of Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Trust will impose such Contract sanctions [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:

- i. Withholding any payments to Consultant under the Contract until Consultant complies; and/or
- ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.

6. Incorporation of Provisions

Consultant will include the provisions of [Paragraph 24(B) subparagraphs] 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant 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 the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Trust to enter into any litigation to protect the interests of the Trust. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Contract, Consultant, for itself, its assignees, and successors 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 USC § 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 consultants, 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*).

4. The parties further agree that, except as amended by this Amendment No. 2 all items, provisions, and conditions of the original Contract, including any prior amendments, shall remain in full force and effect, and the provisions of this Amendment No. 2 shall become a part of the original Contract as though fully set forth therein.

(The remainder of this page intentionally left blank.)

MacArthur Associated Consultants, LLC



Signature _____
Printed Name: Sam Pappas
Title: President

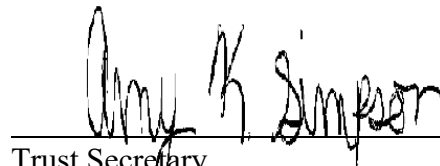
APPROVAL RECOMMENDED:


Director of Airports

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

ATTEST: (SEAL)

OKLAHOMA CITY AIRPORT TRUST:


Trust Secretary
Chairman

REVIEWED for form and legality.


Assistant Municipal Counselor /
Attorney for the Trust

EXHIBIT C
COMPENSATION

Amendment No. 2

MacArthur Associated Consultants, LLC
Project No. OCAT WRWA 2402
Terminal Apron South Phase 1
Will Rogers World Airport

Under the terms of this Contract, the Consultant agrees to perform the work and services described in this Contract. The Project's preliminary estimated construction cost is ~~\$5,200,000~~ **\$6,944,496**. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay the Consultant an amount not to exceed ~~\$1,047,874~~ **\$1,082,389.84** (~~20.15~~ 15.6% of the preliminary estimated construction cost), which includes: for Basic Services, an amount not to exceed ~~\$697,893~~ **\$732,408.84** (~~13.42~~ 10.5% of the preliminary estimated construction cost); for Additional Services, an amount not to exceed \$308,481; for Reimbursable Expenses, an amount not to exceed \$41,500 all of which are specifically set forth in this Exhibit C.

C.1. Basic Services

Compensation for Basic Services may not exceed a cumulative total of ~~\$697,893~~ **\$732,408.84**, and in no event may the Consultant receive compensation in excess of the amount listed for each task for performance of its Basic Services.

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

Task 1 – Preliminary Design Phase
an amount not to exceed:
\$188,121 (~~26.96~~ 25.7%)

Completion and acceptance by the Director of
Airports of the Preliminary Design Phase with
Report and Drawings for the Project.

Task 2 – Final Design Phase
an additional amount not to exceed:

~~\$229,851~~ \$264,366.84 (~~32.93~~ 36.1%)

Completion and acceptance by the Trust of the Final Design Phase with plans and specifications for the Project ready to advertise for construction.

Task 3 – Bidding Services Phase
an additional amount not to exceed:
\$30,653 (~~4.39~~ 4.2%)

Provide final contract documents for advertisement through Periscope and services through award of the construction contract to the successful Bidder.

Task 4 – Construction Administration Services (lump sum basic services)
an additional amount not to exceed:
\$190,366 (~~27.28~~ 26.0%)

Beginning at NTP for construction through completion and final acceptance by the Trust of the completed Project. Said amount is to be paid proportionately to the level of completion of Project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.

Task 5 – Final Close Out Documents/Services
an additional amount not to exceed:
\$58,902 (~~8.44~~ 8.0%)

Upon satisfactory completion of the project, and prior to acceptance of the project, provide documents including as-built drawings.