

AMENDMENT NO. 2 TO THE ANNUAL MAINTENANCE CONTRACT
PAVING REPAIRS AND MAINTENANCE

This Amendment No. 2 (“Amendment No. 2”) to the Annual Maintenance Contract (“Contract”) for Project No. OCAT GEN 2211, “Annual Miscellaneous Services, Repairs, and Maintenance” (“Project”) is entered into by and between the Trustees of the Oklahoma City Airport Trust (“Trust”), a public trust whose primary beneficiary is The City of Oklahoma City (“City”), and Diversified Construction of Oklahoma, Inc. (“Contractor”), an Oklahoma corporation.

WITNESSETH:

WHEREAS, the Trust leases, operates and maintains certain real estate for The City, more commonly known as Will Rogers World Airport (“WRWA”), Wiley Post Airport (“WPA”), and Clarence E. Page Airport (“CEPA”) (collectively, the “Airports”), which are located in Canadian, Cleveland and Oklahoma Counties; and

WHEREAS, on March 24, 2022, the Trust awarded a competitively bid Annual Maintenance Contract for Project No. OCAT GEN 2211, “Miscellaneous Services, Repairs, and Maintenance,” to the Contractor, establishing rates for on-call miscellaneous services, repairs, and maintenance at the Airports; and

WHEREAS, the Contract provides for an initial term of 365 calendar days or until the aggregate of all authorized work reaches the Contract sum of \$400,000, whichever event occurs first; and

WHEREAS, the Contract further provides that the Trust and Contractor may renew the Contract for a maximum of two successive 365-day periods upon mutually agreeable terms; and

WHEREAS, the Contract’s first renewal term will expire on or about May 31, 2024; and

WHEREAS, it is the desire of both parties to enter into this Amendment No. 2 to amend the Contract, exercising the second renewal option and to update certain mandatory language required by the Federal Aviation Administration.

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

1. This Amendment No. 2 shall be effective as of March 28, 2024 (“Effective Date”).
2. The Contract is hereby renewed for its second renewal term, which shall commence upon the expiration of the Contract’s first renewal term, and which shall extend for a term of 365 calendar days or until the aggregate of all authorized work reaches the Contract sum of Four Hundred Thousand Dollars (\$400,000) within the second renewal period, and shall be confirmed by a written “Notice to Proceed” issued by the Director of Airports.
3. During the Contract’s second renewal period, the rates established in the Unit Price Schedule will be adjusted in accordance with the net changes in the Consumer Price Index (CPI), “All

Items Less Food and Energy,” over the prior 12 months as compiled by the Bureau of Labor Statistics, and published two months prior to the date of Trust’s approval of any such renewal. Such adjustment shall be confirmed in writing by the Director or his designee with the issuance of the Notice to Proceed at the beginning of each renewal period. There will only be one CPI adjustment at the beginning of each contract period per contract renewal. The January 2024 CPI adjustment for this second renewal period is an increase of 3.9% from the rates authorized in Amendment No. 1 of the Contract.

4. The Parties agree that the Project Manual Section 600 – OCAT General and Supplementary Provisions, Subsection VI Legal Relation and Responsibility to the Public, Paragraphs 26 through 28 are hereby deleted and replaced in its entirety with the following language:

26. 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 completion of the Contract.

27. Title VI Clauses for Compliance with Non-Discrimination Requirements.

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

A. 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.

B. 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.

C. 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.

D. 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.

E. Sanctions for Noncompliance

In the event of Consultant'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:

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

F. Incorporation of Provisions

Consultant will include the provisions of Article 27 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 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 if 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.

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

During the performance of this Contract, Consultant, 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 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 consultant, 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.*.”
5. 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.)

DIVERSIFIED CONSTRUCTION OF OKLAHOMA, INC.

Edward James Gower
Notary Public, State of Oklahoma
Commission #13009143
My Commission Expires 10/3/2025

EJ Gower 3/19/2024

Printed Name: Brad Latham

Title: President

APPROVAL RECOMMENDED:

Jeff Mulder

Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 28TH day
of MARCH, 2024.

ATTEST:

Amy K. Simpson

Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:

Jerry Salmon

Chairman

REVIEWED for form and legality.

Jordan Medaris

Assistant Municipal Counselor/
Attorney for the Trust