

**AMENDMENT NO. 2 TO THE CONTRACT FOR PROFESSIONAL SERVICES, PROJECT NO. OCAT WRWA 2427 “NEW PARKING GARAGE”**

This Amendment No. 2 to the Contract for Professional Services, Project No. OCAT WRWA 2427 “New Parking Garage” (“Amendment No. 2”) is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Trust”), a public trust, and Allford Hall Monaghan Morris 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 OKC Will Rogers World International Airport (“Airport”), 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 annually evaluate and provide recommendations regarding certain types of property in the Trust’s estate; and

**WHEREAS**, the Trust and the Consultant entered into a Professional Services Contract dated on February 22, 2024 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 2427, “New Parking Garage”; and

**WHEREAS**, on September 26, 2024, Trust and Consultant amended the Contract to add \$87,375 to Basic Services to study additional details, primarily focused on the proposed ramping system’s functionality, aesthetics, and estimated construction costs.

**WHEREAS**, the parties have identified a need to study alternative technology-based systems for collecting parking payment; and

**WHEREAS**, the Project’s preliminary estimated construction cost is ~~\$36,500,000~~\$90,113,856. The aggregate total compensation for Task 1A professional services under this Contract shall not exceed ~~\$159,125~~\$237,165, which includes ~~\$159,125~~\$206,665 for Basic Services, \$0 for Additional Services, and ~~\$30,500~~ for Reimbursable Expenses, as more specifically set forth in Exhibit C attached hereto and incorporated herein.

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

1. This Amendment No. 2 shall be effective as of January 23, 2025 (“Effective Date”).
2. The parties hereby agree to amend and to replace in its entirety Exhibit “A” to this Contract with the Revised Exhibit “A” as attached hereto and incorporated herein by this reference.

3. The parties hereby agree to amend and to replace in its entirety Exhibit "C" to this Contract with the Revised Exhibit "C" as attached hereto and incorporated herein by this reference.
  
4. The parties further agree that, except as amended by this Amendment No. 2 all items, provisions, and conditions of the original Contract 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.

**Allford Hall Monaghan Morris LLC**

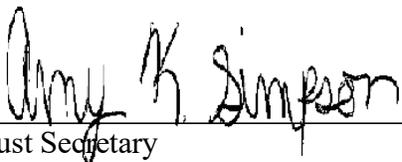


\_\_\_\_\_  
 Signature  
 Printed Name: Wade Scaramucci  
 Title: President

**APPROVED** by the Oklahoma City Airport Trust and signed by the Chairman this 23RD day of JANUARY, 2025.

**ATTEST:**

**OKLAHOMA CITY AIRPORT TRUST**

  
 \_\_\_\_\_  
 Trust Secretary



  
 \_\_\_\_\_  
 Chairman

**REVIEWED** for form and legality.

  
 \_\_\_\_\_  
 Assistant Municipal Counselor /  
 Attorney for the Trust

## **REVISED EXHIBIT “A”**

### **Basic Services**

**Contract for Professional Services with Allford Hall Monaghan  
Morris LLC Project No. OCAT WRWA 2427  
“NEW PARKING GARAGE”  
Will Rogers World**

#### **Airport PROJECT DESCRIPTION AND LOCATION**

Project will be located at: Will Rogers World Airport

Project Description: Construction of a new multi-level parking garage.

#### **SCOPE OF SERVICES**

Allford Hall Monaghan Morris LLC shall provide the following services to Client (Scope of Services) for the Project:

##### **GENERAL**

Parking capacity at Will Rogers World Airport has been consistently above 85%. Constructing a new multi-level parking garage will alleviate parking constraints with the high use rates. The multi-level parking garage will be a modern five-story facility located to the north of the existing parking garages.

Allford Hall Monaghan Morris LLC shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client’s Consultant for the Project, providing professional consultation and advice and furnishing customary services incidental thereto. See also assumptions made below.

#### **BASIC SERVICES**

##### **Task 1A – Conceptual Design Study and Report**

1. Identifying, discussing, and prioritizing values, goals and objectives to establish performance and design criteria for the Project.
2. An understanding of the airport terminal area and Kimley Horn Airport Parking Facilities Study will be undertaken. Planned customer and employee populations for the parking facility must be included. This will take into account the availability of each parking area for various users (office employees, meeting participants, event patrons, visitors, etc.). For example, reserved valet spaces may not be available for use by visitors and will be used exclusively by the valet operator, thus requiring a larger number of spaces if share of these spaces is not allowed. A study of project constraints should be undertaken to “right size” the parking facilities.

Architect shall review all program and other information furnished by the Trust and

shall review all best practices for the proposed garage. Architect shall prepare and present to Trust, its preliminary evaluation of the program, schedule, construction budget, the project site, the proposed procurement or delivery method and other information furnished by Trust, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Trust of (1) any inconsistencies discovered in the information provided, and (2) other information or consulting services that may be reasonably needed for Architect to perform its Services.

3. Architect shall produce conceptual (non ‘designed’) parking garage options for the proposed site which could study:
  - a. Integration with existing facilities.
  - b. Potential structural systems for parking facilities.
  - c. Optimal ingress/egress points for parking facilities.
  - d. Pick-up and drop-off areas with respect to queuing/stacking requirement/functional traffic requirements.
  - e. Ingress/egress patterns for connectivity and emergency vehicle access.
  - f. Nested parking zones/reserved parking zones as it relates to operations of the parking facility.
  - g. Commenting on relative Level of Service
  - h. General functional programming recommendations including ramping systems, stall geometry, efficiency estimates, number of lanes of egress/ ingress and turning radius.
4. Provide commentary, analysis, advantages, disadvantages and ROM construction costs on the options.
5. Provide recommendations on a diverse offering of parking including multiple products if required. (public, premium, valet, staff, etc.)
6. Determine ~~on~~ the optimal size and quantity of alternate mobility options for the center.
7. Architect shall provide a walk distance analysis for the proposed site each concept including a recommended walk distance by user type.
8. Consider EV charging options and prepare cost and functionality alternatives.
9. Evaluate a potential cover for the top floor to include solar.
10. Evaluate line-of-site options from the control tower to the operational areas.
11. Evaluate the connection to Garage C such as, physically connected, separated, and whether the new garage can provide access into Garage C.
12. Evaluate sloped floors, flat floors, circular access, or any option that should be reasonably considered.
13. Wayfinding and signage systems should be evaluated.
14. Analysis of the required space for construction lay down/ storage area and implications for overall parking spaces during construction.
15. Using the general framework of the 5 level, 5 Bay Option 2 and Option 4 parking garages identified on page 50 of the Task 1A Conclusion Document, AHMM will develop the following architectural solutions for each Option.
  - a. Conceptual level architectural site plan
  - b. Conceptual level floor plans
  - c. Conceptual level exterior elevations indicating proposed materials
  - d. Conceptual level exterior computer-generated renderings

- e. Conceptual location and footprint of relocated 6-lane tollbooth
  - f. Cost estimate
16. Depict approximate relocation of electrical underground utilities and ROM costs based on owner's as-built records
17. Architectural solutions noted in item 1 should address the following concerns identified by Airport Staff at the conclusion of Task 1A
- How will exposed express ramps on the exterior of the building function during rain, sleet, and snow events to ensure continuous operations for the parking garage?
  - a. How will exposed express ramps on the exterior of the garage appear architecturally?
  - b. How can the rough order of magnitude budgets be better defined?
18. Review the necessary access points and control devices to determine optimal customer throughput based on existing traffic volumes, projected growth factors, and configuration assumptions throughout the Airport's facilities.
19. Evaluate how access controls and parking products can be configured to offer a diverse range of parking options and dynamic pricing models.
20. Inventory the airport technology to compile a list of current devices, lane configurations, and existing equipment documentation to facilitate the development of alternative technology.
21. Identify limitations or constraints affecting acceptable traffic flow.
22. Provide preliminary recommendations for wayfinding signage required with implementation of new parking controls and establish preliminary timeline and sequence of activities decommissioning the existing system which minimizes disruptions to existing operations.
23. Facilitate one visioning workshop to explore appropriate technology options.
24. Develop a written, performance-based specification to solicit equipment vendors to quote new technology. Facilitate presentations of system features by suitable vendors.

**The following tasks and scopes are excluded from this agreement and will be agreed after the completion of Task 1A.**

### **Task 1B – Preliminary Report**

### **Task 2 – Final Plans and Specifications**

### **Task 3 – Bidding Services**

### **Task 4 - Construction Phase Services**

### **Task 5 – Provide As-Built Drawings**

**REVISED EXHIBIT “C”**  
**Compensation**

**Contract for Professional Services with Allford Hall  
Monaghan Morris LLC Project No. OCAT WRWA 2427  
“NEW PARKING GARAGE”  
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 ~~\$86,247,685~~\$90,113,856. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay the Consultant an amount not to exceed ~~\$189,625~~\$237,165, which includes: for Task 1A Basic Services, an amount not to exceed ~~\$159,125~~\$206,665; an amount not to exceed \$0; and for Reimbursable Expenses, an amount not to exceed \$30,500; 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 ~~\$159,125~~\$206,665 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 1A an amount not to exceed:  
~~\$159,125~~\$206,665 (100%)

Completion and acceptance by the Director of Airports of the Conceptual Design Study and Report for the Project.

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

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

Task 2 an additional amount not to exceed:  
\$ TBD (%)

Completion and acceptance by the Trust of the Final Plans and Specifications for the Project.

Task 3 an additional amount not to exceed:

\$ TBD (%)

Bidding Services through Award of the construction contract to the successful Bidder.

Task 4 an amount not to exceed:

\$ TBD (%)

Basic Construction Phase Services from construction NTP through final acceptance by the Trust of the construction Project. Said amount is to be paid proportionately to the level of completion of Project construction. The proportionate amount is to be consistent with the Construction Contractor's percentage of completion.

Task 5 an additional amount not to exceed:

\$ TBD (%)

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

**C.2. Additional Services**

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

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

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Director	\$390 per hour
Associate Director	\$300 per hour
Associate	\$240 per hour
Senior Architect	\$160 per hour
Architect / Senior Architectural Assistant	\$132 per hour
Architectural Assistant	\$110 per hour
Model Maker	\$105 per hour

Project Representative Services: Total costs for Project Representative Services shall not exceed an amount of \$0.00, to be paid proportionately to the level of completion of Project construction.

Miscellaneous Additional Services: Total costs for Miscellaneous Additional Services shall not exceed an amount of \$0.00.

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

### **C.3. Reimbursable Expenses**

1. **Extra Printing and Reproduction.** Printing and reproduction of any reports, studies and final drawings, specifications, and cost estimates required by the Trust in excess of those as set forth in Section 2 of the Contract will be reimbursed at the actual cost thereof when printed by the Consultant. When documents are printed by others, an administrative fee of not to exceed five percent (5%) percent may be added to the cost of reproduction and printing. Costs for these expenses will not exceed a total amount of \$5,000 without prior approval of the Trust.
2. **Boundary, Site, and Topographical Surveys.** The Consultant may self-perform or use contract land surveyors to perform land surveys necessary for development of plans. Such work is not part of the Consultant's professional fees and Consultant will be reimbursed for such work by the Trust. Invoices for land survey work will be accepted, reviewed, and certified by the Consultant and submitted separately to the Trust as a separate line item on claim vouchers. Total costs for land surveying shall not exceed an amount of \$25,500. Provided, however, that the Trust, at its sole discretion, may authorize additional funds to the Project for payment of surveying costs and charges in excess of the maximum limitation amount as set forth above.
3. **Geotechnical Investigation, Laboratory Analysis, and Field Testing.** The Consultant shall be reimbursed for the payment of all geotechnical investigation, laboratory analysis, and field testing not paid directly by the Trust and provided by the Consultant pursuant to Section 2, Subsection A, Paragraph (3) of the Contract, but such costs shall not exceed \$0. The cost for all geotechnical investigation, laboratory analysis, or fielding testing provided by the Consultant shall be based on the rates and charges included in existing City contracts where applicable.
4. **Transportation, Lodging, and Subsistence.** Expense of transportation when traveling out of state in connection with the Project will be reimbursed at the actual cost of transportation (Coach Class) plus actual cost of lodging and subsistence; provided such cost of lodging and subsistence shall not exceed the amount authorized in Federal Travel Regulations (“FTR”), 41 Code of Federal Regulations (“CFR”) Chapters 300-304, in effect on the date of this Contract and as subsequently amended. The total cost of transportation, lodging and subsistence for this Project shall not exceed \$0.