

## **AMENDMENT NO. 1 TO THE AAR APRON REHABILITATION CONTRACT**

This Amendment No. 1 to the AAR Apron Rehabilitation (“Amendment No. 1”) is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Trust”), a public trust, and H.W. Lochner, Inc, (“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 Airport (“Airport”), which is located in Oklahoma and Cleveland Counties, Oklahoma; and

**WHEREAS**, on November 16, 2023 the Trust engaged the services of the Consultant to provide professional services related to the study, analysis and design under Project No. OCAT WRWA 2405, AAR Apron Rehabilitation (“Contract”), including project planning level studies and analyses and Phase 1 construction plan development, bidding services, and includes construction phase services; and

**WHEREAS**, it is the desire of both parties to enter into this Amendment No. 1 to provide design services related to modification of bid documents to better align with the project budget, increasing the Contract amount by \$42,770.06, and to update certain mandatory language required by the Federal Aviation Administration.

**WHEREAS**, the aggregate total compensation for professional services for the scope of services set forth in Exhibit A under this Contract shall not exceed ~~\$1,293,950.76~~ **\$1,336,720.82**, which includes ~~\$564,746.30~~ **\$607,516.36** for Basic Services, **\$630,828.86** for Additional Services, and **\$98,375.60** 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. 1 shall be effective as of April 24, 2025 (“Effective Date”).
2. The parties hereby agree that Exhibit “A” Task 2 – Final Plan Services 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 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.
4. The Parties agree that section 26 Paragraphs C, D, and E are hereby deleted and replaced in its entirety with the following language:

**“C. 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.

**D. 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 D 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.

**E. 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*).”

5. The parties further agree that, except as amended by this Amendment No. 1 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. 1 shall become a part of the original Contract as though fully set forth therein.

*(The remainder of this page intentionally left blank.)*

**H. W. Lochner, Inc.**



Signature

Printed Name: Chris Whitfield

Title: Regional Lead

**APPROVED** by the Oklahoma City Airport Trust and signed by the Chairman this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:** (SEAL)

**OKLAHOMA CITY AIRPORT TRUST**

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

\_\_\_\_\_  
Chairman

**REVIEWED** for form and legality.



Assistant Municipal Counselor /  
Attorney for the Trust

## **EXHIBIT “A”**

### **1. TASK 2 – FINAL PLAN SERVICES**

Prepare bidding documents (plans, contract documents, and technical specifications) for the first construction project. The first project will be the west portion of the AAR apron beginning from the south at Taxiway A6 and extending north of Taxiway A4. The project is anticipated to be designed with a defined base bid and multiple add alternates to award additional sections of pavement to the north based on actual received bids.

A draft deliverable of the bidding documents will be provided to OCAT staff for review at a 90% milestone development level. The Consultant will coordinate and attend one 90% milestone development review meeting with OCAT staff and other attendees, as applicable, to receive comments and direction regarding the 90% bidding documents. The Consultant will review comments received from OCAT’s authorized representative(s) from the 90% milestone development submittal reviews and incorporate applicable comments into plans, contract documents, and technical specifications. The Consultant will provide a written response on each comment on how it will be incorporated into the documents, or why it was not applicable. Comments that require a significant change in scope from previous direction provided may require an additional scope and fee.

#### **a. Construction Safety and Phasing Plan (CSPP)**

- A preliminary phasing meeting with OCAT staff and the tenants for needs and operational requirements for phasing the first project’s construction WILL NOT be included. Following development of preliminary project-specific phasing plan, the preliminary phasing will be submitted to OCAT to distribute to tenants for their comments which will be provided to Lochner for incorporation into the final phasing plan.
- Develop preliminary project-specific phasing plan for construction of the first project of the program.
- Develop temporary phasing transition alternatives.
- Develop exhibits reflecting the proposed phases with open and closed pavements, alternate taxi routes, hangar access, and construction limits to be utilized.
- Attend and conduct a phasing review meeting with OCAT staff and tenants to discuss the proposed project phasing.
- Prepare meeting minutes for distribution to attendees.
- Develop final phasing plan based on comments and input from OCAT staff and tenants.
- Incorporate phasing plan into Construction Safety and Phasing Plan and align construction operations with the proposed phasing limits.
- Coordination of the CSPP with FAA lines of business will be completed through submission of the 7460. Coordination with the ATCT will be through OCAT.
- Incorporate specific operational needs and requirements into CSPP notes.
- CSPP and temporary phase transition details.

- b. **7460** – Prepare exhibits and points of interest (lat/long/elevation) for submitting 7460 for the first project (temporary construction) and CSPP airspace studies. Assist OCAT staff with clarifications and questions on submittal of the airspace studies. OCAT staff will submit the airspace study through OE/AAA.
- c. **Prepare Plans for Construction** - The construction plans will generally consist of the following:
- Title Sheet
  - General Airport Layout Plan and General Notes
  - Construction Safety and Phasing Plans
  - Construction Safety and Phasing Plan Notes and Details
  - Summary of Quantities and Pay Item Notes
  - Typical Sections of Pavement and Grading
  - Demolition / Existing Conditions Plans
  - Utility Relocation Plans
  - Apron Plan and Profile Sheets
  - Spot Elevations
  - PCC Joint Layout and Details
  - Grading Plan
  - Storm Sewer Profiles and Drainage Structure Details
  - Underdrain Plans and Details
  - Erosion Control / Site Restoration
  - Pavement Marking Plan and Details
  - Airfield Electrical Plan and Details
  - Sign Details
  - Miscellaneous Details
  - Cross Sections
- d. **Prepare Contract Documents/Technical Specifications** – Prepare technical specifications that are in accordance with FAA criteria and satisfy project specific needs. The specifications shall be developed using FAA Advisory Circular 150/5370-10 (latest version as of signing of the agreement). Contract Documents will be in accordance with OCAT standards.
- e. *Additional Design Services. The Consultant's scope of work of this SAI for this area is generally anticipated to include:*
- *Modifications to proposed geometry / paving limits to clearly identify the pavement limits associated with the Base Bid and Additive Alternates.*
  - *Modifications to title sheet, survey control, general layout & notes, summary of quantities and pay item notes, construction safety and phasing plan notes and details, stormwater and erosion control plan & Details proposed joint layout plans, grading plans, spot elevation plans, pavement marking plans, pavement demolition plans, storm sewer demolition plans, storm sewer plans, storm sewer profiles, cross*



*sections, and electrical plans to incorporate appropriate changes based on the revised proposed geometry / paving limits.*

- *Additional drawings to clearly identify the scope limits and engineering elements associated with the Base Bid and Additive Alternates.*
- *Development of revised pay items and quantities to reflect the revised bid schedules.*
- *Modifications to the specifications/contract document to reflect the revised bid schedules.*
- *Modifications of proposal quantities to reflect changes of scope limits*
- *No modifications to the Engineering Report are anticipated.*

## **EXHIBIT C** **COMPENSATION**

### **Contract for Professional Services with H.W. Lochner, Inc** **Project No. OCAT WRWA 2405** **AAR Apron Rehabilitation** **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 Phase 1 preliminary estimated construction cost is ~~\$4,400,000~~ \$5,272,245. The Trust agrees, in accordance with the limitations and conditions set forth in the Contract, to pay the Consultant an amount not to exceed ~~\$1,293,950.76~~ \$1,336,720.82, which includes: for Basic Services, an amount not to exceed ~~\$564,746.30~~ \$607,516.36 (12.8% 11.5% of the preliminary estimated construction cost); for Additional Services, an amount not to exceed \$630,828.86; and for Reimbursable Expenses, an amount not to exceed \$98,375.60; 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 ~~\$564,746.30~~ \$607,516.36, 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:

\$98,363.47 (17.4% 16.2%)

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:

~~\$306,136.58~~ \$348,906.64  
(54.2% 57.4%)

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:

\$17,500.59 (3.1% 2.9%)

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:

**\$117,275.78** (~~20.8%~~ 19.3%)

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:

**\$25,469.88** (~~4.5%~~ 4.2%)

Upon satisfactory completion of the project, and prior to acceptance of the project, provide documents including 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>
Principal .....	\$ 309.46
Project Manager .....	\$ 291.77
Sr. Electrical Engineer .....	\$ 265.25
Sr. Design Engineer .....	\$ 288.83
Design Engineer .....	\$ 194.52
Sr. Drainage Engineer .....	\$ 179.78
Drainage Engineer Intern .....	\$ 106.10
Sr. Structural Engineer .....	\$ 274.09
Structural Design Engineer .....	\$ 135.57
Sr. Airport Planner .....	\$ 259.36
Environmental Scientist .....	\$ 176.83
Design Technician .....	\$ 147.36
Engineer Intern .....	\$ 123.78
Administrative Assistant .....	\$ 144.41
Sr. Construction Observer .....	\$ 229.88

1. Project Representative Services: Total costs for Project Representative Services shall not exceed an amount of **\$320,916.89**, to be paid hourly.
2. FAA Safety Management System (SMS) Review: Total costs for FAA Safety Management System (SMS) Review shall not exceed an amount of **\$0.00**.
3. Miscellaneous Additional Services: Total costs for Miscellaneous Additional Services shall not exceed an amount of **\$309,911.97**.

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 \$0 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 **\$38,350.00.** 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 **\$60,025.60.** 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"), 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 \$ 0.00.