

AMENDMENT NO. 3 TO THE ANNUAL MAINTENANCE CONTRACT
PAVING REPAIRS AND MAINTENANCE

This Amendment No. 3 ("Amendment No. 3") to the Annual Maintenance Contract ("Contract") for Project No. OCAT GEN 2213, "Paving 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 Rudy Construction Co. ("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 April 28, 2022, the Trust awarded a competitively bid Annual Maintenance Contract for Project No. OCAT GEN 2213, "Paving Repairs and Maintenance," to the Contractor, establishing rates for on-call paving repair and maintenance services 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, on March 28, 2024, due to the ongoing pavement maintenance needs at the Airports and the findings of the recent annual Airfield Operations Certification Inspection with the Federal Aviation Administration ("FAA") at WRWA, Staff anticipated a need to issue several work orders for pavement repairs prior the above expiration date, therefore, Amendment No. 2 was approved by Trust, increasing the annual Contract Sum by \$350,000 for the first renewal option; and

WHEREAS, it is the desire of both parties to enter into this Amendment No. 3 to exercise the second renewal option.

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

1. This Amendment No. 3 shall be effective as of May 31, 2024 ("Effective Date").
2. The Parties agree that pursuant to Article 2 of the Contract, the second one-year renewal period is hereby exercised, and work under this Amendment No. 2 shall commence June 1, 2024 ("Commencement Date"), following the expiration of the current term, and terminate on or about May 31, 2025, or if the aggregate of all claims has reached the sum of Four Hundred Thousand Dollars (\$400,000), whichever occurs first. This fully executed

Amendment No. 2 for this renewal period shall serve as written "Notice to Proceed," which begins at the Commencement Date.

3. Pursuant to Article 2 of the Contract, labor rates are adjusted to reflect a CPI increase. The adjusted rates are provided in the Revised Unit Price Schedule, attached hereto as "Exhibit "A," and are effective as of the Commencement Date.
4. The parties further agree that, except as amended by this Amendment No. 3 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. 3 shall become a part of the original Contract as though fully set forth therein.

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RUDY CONSTRUCTION CO.

x 

Printed Name: Shane Allen

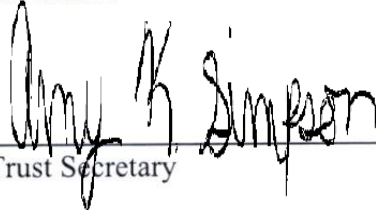
Title: Vice President

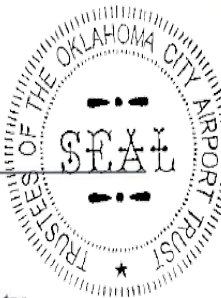
APPROVAL RECOMMENDED:


Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 23RD day
of MAY, 20 24.

ATTEST:



Trust Secretary



OKLAHOMA CITY AIRPORT TRUST:


Chairman

REVIEWED for form and legality.


Assistant Municipal Counselor/
Attorney for the Trust

REVISED EXHIBIT "A" - UNIT PRICE SCHEDULE

(Commencing: May 23, 2024 through May 22, 2025)

<u>Item</u> <u>#01 -</u>	<u>Item</u>	<u>1st Renewal</u> <u>Price</u>	<u>+4.0%</u> <u>2nd Renewal</u> <u>Price</u>	<u>Unit</u>
1	Partial Depth Asphalt (Area under 2000 S.Y.)	\$ 15.83	\$ 16.46	SY
2	Partial Depth Asphalt (Area of 2000 S.Y. or more)	\$ 8.44	\$ 8.78	SY
3	Full Depth Asphalt (Area from 0 to 50 S.Y.)	\$ 42.20	\$ 43.89	SY
4	Full Depth Asphalt (Area from 50 S.Y. or more)	\$ 35.87	\$ 37.30	SY
5	Full Depth HES Concrete with 2" Asphalt Cap	\$ 105.50	\$ 109.72	SY
6	3" Asphalt (Area under 200 S.Y.)	\$ 21.10	\$ 21.94	SY
7	3" Asphalt (Area of 200 S.Y. or more)	\$ 13.72	\$ 14.27	SY
8	6" Asphalt (Area under 200 S.Y.)	\$ 26.38	\$ 27.44	SY
9	6" Asphalt (Area of 200 S.Y. or more)	\$ 24.27	\$ 25.24	SY
10	Partial Depth Concrete (2 depth)	\$ 31.65	\$ 32.92	SY
11	Partial Depth Concrete (per inch of depth over 2)	\$ 36.93	\$ 38.41	SY
12	Full Depth Concrete - 5 to 7	\$ 68.58	\$ 71.32	SY
13	Full Depth Concrete - 8 to 12	\$ 70.69	\$ 73.52	SY
14	Full Depth Concrete - 13 to 16	\$ 72.80	\$ 75.71	SY
15	Full Depth Concrete - 17 to 20	\$ 73.85	\$ 76.80	SY
16	Full Depth Concrete - 21 to 24	\$ 75.96	\$ 79.00	SY
17	6" Concrete Paving	\$ 31.65	\$ 32.92	SY
18	6" Concrete Patch	\$ 61.19	\$ 63.64	SY
19	Loop Wire 15 AWG (Type XHHW)	\$ 12.66	\$ 13.17	LF
20	Machine Saw Cut for Loop Detector	\$ 12.66	\$ 13.17	LF
21	Pavement Planing (Area under 500 S.Y.)	\$ 21.10	\$ 21.94	SY
22	Pavement Planing (Area of 500 S.Y. or more)	\$ 10.55	\$ 10.97	SY
23	4 Pavement Marking (Waterbourne Paint)	\$ 2.11	\$ 2.19	LF
24	4 Pavement Marking (Solventbourne Paint)	\$ 2.64	\$ 2.75	LF
25	4 Pavement Marking (Thermoplastic)	\$ 3.17	\$ 3.30	LF
26	Other Pavement Marking (Waterbourne Paint)	\$ 4.22	\$ 4.39	SF
27	Other Pavement Marking (Solventbourne Paint)	\$ 5.28	\$ 5.49	SF
28	Other Pavement Marking (Plastic Tape)	\$ 6.33	\$ 6.58	SF

REVISED EXHIBIT "A" - UNIT PRICE SCHEDULE

(Commencing: May 23, 2024 through May 22, 2025)

29	Pavement Marking Removal	\$ 3.17	\$ 3.30	SF
30	Sidewalk Replacement (Area under 10 S.Y.)	\$ 73.85	\$ 76.80	SF
31	Sidewalk Replacement (Area of 10 S.Y. or more)	\$ 63.30	\$ 65.83	SF
32	Concrete Driveway Replacement	\$ 73.85	\$ 76.80	SF
33	Utility Structure Adjustment: Inlet	\$ 896.75	\$ 932.62	SY
34	Utility Structure Adjustment: Manhole	\$ 685.75	\$ 713.18	EA
35	Utility Structure Adjustment: Valve Box	\$ 263.75	\$ 274.30	EA
36	Deformed Bar Reinforcing Steel	\$ 3.17	\$ 3.30	EA
37	Borrow Material	\$ 34.82	\$ 36.21	LB
38	Base Repair (Area under 50 S.Y.)	\$ 10.55	\$ 10.97	CY
39	Base Repair (Area of 50 S.Y. or more)	\$ 6.33	\$ 6.58	SY
40	Base Preparation	\$ 5.28	\$ 5.49	SY
41	Flowable Fill	\$ 458.25	\$ 476.58	CY
42	Flowable Fill (Pumping)	\$ 158.25	\$ 164.58	CY
43	13" x 22" C.G.M.P.	\$ 63.30	\$ 65.83	LF
44	13" x 22" C.G.M.P. End Section	\$ 385.08	\$ 400.48	EA
45	6" Underdrain	\$ 31.65	\$ 32.92	LF
46	Boring for Underdrain	\$ 211.00	\$ 219.44	LF
47	Pavement Reinforcing Fabric Rotomilling P.C. Concrete Paving (2 depth less than 200 SY)	\$ 5.28	\$ 5.49	SY
48	Rotomilling P.C. Concrete Paving (2 depth 200 SY and greater)	\$ 21.10	\$ 21.94	SY
49	Rotomilling P.C. Concrete Paving (per inch of depth over 2 200 SY and greater)	\$ 5.28	\$ 5.49	SY
50	(per inch of depth over 2 200 SY and greater) Rotomilling P.C. Concrete Paving	\$ 10.55	\$ 10.97	SY
51	Concrete Paving	\$ 5.28	\$ 5.49	SY
52	Flowable-Elastomer Crack Sealant	\$ 4.22	\$ 4.39	LF
53	Hot-Poured Rubberized Crack Sealant	\$ 4.22	\$ 4.39	LF
54	Seal Coat	\$ 6.33	\$ 6.58	SY
55	ADA Ramp Repair and Replacement	\$ 211.00	\$ 219.44	SY
56	Concrete Joint Rehabilitation	\$ 4.22	\$ 4.39	LF
57	6" Curb & Gutter Repair (Length under 20 L.F.)	\$ 42.20	\$ 43.89	LF
58	6" Curb & Gutter Repair (Length of 20 L.F. or more)	\$ 42.20	\$ 43.89	LF
59	8" Curb & Gutter Repair (Length	\$ 42.20	\$ 43.89	LF

REVISED EXHIBIT "A" - UNIT PRICE SCHEDULE

(Commencing: May 23, 2024 through May 22, 2025)

under 20 L.F.)			
8" Curb & Gutter Repair (Length of 20			
60	L.F. or more)	\$ 42.20	\$ 43.89 LF
61	Undercut	\$ 105.50	\$ 109.72 SY
62	Washed River Sand	\$ 31.65	\$ 32.92 CY
63	Materials	\$ 1.30	\$ 1.35 EA
Cold Patching (0-20 SY per work			
64	order)	\$ 250.00	\$ 260.00 SY
Cold Patching (greater than 20 SY per			
65	work order)	\$ 150.00	\$ 156.00 SY