

**AMENDMENT NO. 5 TO THE CONSTRUCTION MANAGER AT RISK  
SERVICES AGREEMENT**

This Amendment No. 5 to the Construction Manager at Risk Services Agreement (“Amendment No. 5”) is made and entered into by and between the Trustees of the Oklahoma City Airport Trust (“Trust”), and JE Dunn Construction Company, (“Construction Manager”).

**WITNESSETH:**

**WHEREAS**, the Trust leases, operates, and maintains certain real estate for the benefit of The City of Oklahoma City (“City”), known as OKC Will Rogers International Airport (“Airport”), located in Oklahoma and Cleveland Counties, Oklahoma; and

**WHEREAS**, Trust and Construction Manager entered into a Construction Manager at Risk Service Agreement dated as of March 28, 2024, for the construction of a large triple bay hangar with association warehouse storage, office, vehicular parking and other space through a construction manager at risk delivery model. The parties subsequently entered into Amendment No. 1, effective June 5, 2024, Amendment No. 2, effective September 26, 2024, and Amendment No. 3, effective October 18, 2024, 2024, and Amendment No. 4, effective February 27, 2025 (collectively “Agreement”); and

**WHEREAS**, the parties agree that capitalized terms used in this Amendment No. 5 and not otherwise defined herein shall have the meanings assigned thereto in the Original Agreement; and

**WHEREAS**, the parties desire to amend the Section A Cost Summary and Allowances of Attachment 1 Construction Manager’s Guaranteed Maximum Price Proposal to the Agreement to reallocate Allowance funds and create three new Allowances in order to keep the Project moving timely; and

**WHEREAS**, the parties have agreed to the terms and conditions set forth herein for this Amendment No. 5.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. This Amendment No. 5 shall be effective May 29, 2025 (“Effective Date”).
2. The parties previously agreed to various allowances for each trade package in Amendment No. 1. The parties agree to the creation of three new Allowances for Trade Packages 17 – Trench and Associated Work, 18 – Additional Liner Panels, and 19 – Storm Sewer Replacement at Meridian, as more specifically identified and described in the attached Section A Cost Summary and Allowances. Allowances Nos. 5, 6, 7, 9, 10, 11, 14 and 15 are no longer needed in the amount previously agreed upon. Exhibit A attached hereto is Section A Cost Summary and Allowances showing the reduction of these current

Allowances' funds and the reallocation of those Allowance funds into the three new Allowances' packages. This reallocation of the aforementioned Allowances' package funds does not result in any increase to the Cost of Work or to the Construction Manager's GMP to the Trust.

3. Upon the Effective Date, the parties agree that this Amendment No. 5's Exhibit A is Section A Cost Summary and Allowances, which is attached and incorporated herein, will replace the Agreement's Attachment 1 Construction Manager's Guaranteed Maximum Price Proposal's Section A Cost Summary and Allowances as revised in Amendment No. 4 in its entirety.
4. The parties agree that the recitals contained herein shall be binding on the parties.
5. It is understood and agreed by the parties that, except as amended by this Amendment No. 5, all other terms and conditions of the Agreement shall remain in full force and effect to the extent they are not in conflict with any provision contained in this Amendment No. 5 and the recitals and provisions of this Amendment No. 5 shall become a part of the Agreement as if fully written therein and known hereinafter as the "Agreement."

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**IN WITNESS WHEREOF**, the parties hereto have set their hands to this Amendment No. 5 to be effective as of the Effective Date stated above.

**JE Dunn Construction Company,  
Construction Manager**

  
\_\_\_\_\_  
Signature

Marshall Frey  
\_\_\_\_\_  
Printed Name

Vice President  
\_\_\_\_\_  
Title

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**APPROVED** by the Oklahoma City Airport Trust and signed by the Chairman this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**ATTEST:**

**OKLAHOMA CITY AIRPORT TRUST**

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

\_\_\_\_\_  
Chairman

**REVIEWED** for form and legality.

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

May 27, 2025

Mr. Jeff Mulder  
Oklahoma City Airport Trust  
7100 Terminal Drive  
Oklahoma City, OK 73159

RE: Project No. OCAT 2433 – Construction of Hangar 4  
Amendment No. 05

Dear Mr. Mulder:

Thank you for the opportunity to submit the attached Amendment No. 05 for your review.

Amendment No. 05 includes the consolidation and reallocation of existing Allowance budgets, along with the establishment of new Allowances funded through these reallocations. Please note that there are no changes to the overall GMP amount of \$35,374,948.13 previously approved under Amendment No. 04.

Amendment No. 05 includes the following:

- All cost submitted in Amendment No. 01, Amendment No. 02, Amendment No. 03, and Amendment No. 04.
- Added Allowance No. 17 to Bid Package 33A – Trench and Associated Work
- Added Allowance No. 18 to Bid Package 13B – Additional Liner Panels
- Added Allowance No. 19 to Bid Package 33A – Storm Sewer Replacement at Meridian

Included in this proposal, you will find the following items:

- Attachment A –Cost Summary and Allowances – Page 4 of 5

Please let us know if you have any questions or concerns.

Respectfully,

J.E. DUNN CONSTRUCTION COMPANY

Marshall Frey  
Vice President  
CC: Malcolm Coetzee



OKLAHOMA CITY AIRPORT TRUST  
HANGAR 4  
WILL ROGERS WORLD AIRPORT



**Amendment No. 5**  
**May 27, 2025**



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## COST SUMMARY AND ALLOWANCES

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Scope Num	Description	Proposed Trade Partner	Bid and Bonds Amount	Allowances	Contingency	GMP total
100	General Conditions	JE Dunn	\$ 3,808,449.00	\$ -		\$ 3,808,449.00
101	General Requirements	JE Dunn	\$ 917,036.00	\$ -		\$ 917,036.00
01A	Final Cleaning	AEA Cleaning	\$ 40,348.00	\$ -		\$ 40,348.00
02C	Demolition	Total Demolition	\$ 146,350.00	\$ 102,726.62		\$ 249,076.62
03A	Building Concrete	Cantera Concrete	\$ 2,176,832.00	\$ 88,730.00		\$ 2,265,562.00
04A	Masonry	CIA Masonry	\$ 137,700.00	\$ -		\$ 137,700.00
05A	Structural Steel Fabrication	Clint's Welding	\$ 293,575.00	\$ 12,500.00		\$ 306,075.00
05B	Structural Steel Erection	Allied Steel	\$ 72,270.00	\$ -		\$ 72,270.00
06A	Millwork and Finish Carpentry	Wood Systems	\$ 18,021.12	\$ -		\$ 18,021.12
06B	General Trades	JE Dunn Self-Perform	\$ 89,429.00	\$ 22,000.00		\$ 111,429.00
07A	Membrane Roofing	Oklahoma Roofing	\$ 337,261.00	\$ -		\$ 337,261.00
07B	Joint Sealants, Expansion Joint Covers, and Firestopping	Alpha Insulation and Waterproofing Inc.	\$ 172,095.00	\$ -		\$ 172,095.00
08A	Doors, Frames, And Hardware (Supply)	Piper Weatherford	\$ 231,534.19	\$ -		\$ 231,534.19
08E	Colling Counter Doors, Overhead Doors, and Dock Equipment	Southern Dock & Door	\$ 143,993.85	\$ -		\$ 143,993.85
08F	Hangar Doors		\$ -	\$ -		\$ -
08G	Entrances, Storefronts, and Glazing	Binswanger Glass	\$ 51,765.00	\$ -		\$ 51,765.00
09A	Metal Stud Framing, Drywall, and Ceilings	Mitchell Acoustics	\$ 391,986.00	\$ -		\$ 391,986.00
09B	Painting and Coatings	Cherokee Painting	\$ 267,225.00	\$ -		\$ 267,225.00
09C	Flooring & Tiling	Millicreek Carpet & Tile	\$ 66,055.51	\$ -		\$ 66,055.51
09D	Sealed Concrete		\$ 36,100.00	\$ -		\$ 36,100.00
10A	Toilet Accessories and Fire Specialties	DH Pace	\$ 26,200.00	\$ -		\$ 26,200.00
10B	Signage	Vital Signs of Oklahoma	\$ 41,752.24	\$ -		\$ 41,752.24
10C	Canopy		\$ 9,725.00	\$ -		\$ 9,725.00
10D	Wall and Door Protection (Supply)	Czarnecki	\$ 11,959.78	\$ -		\$ 11,959.78
12C	Window Treatments	Russell Interiors	\$ 4,460.00	\$ -		\$ 4,460.00
13B	Pre-Engineered Metal Building Systems	Fleming Steel Erectors	\$ 9,511,627.00	\$ 99,888.80		\$ 9,611,515.80
21A	Fire Suppression	Western State Fire Protection	\$ 276,795.00	\$ -		\$ 276,795.00
22A/23A	Plumbing and Mechanical Combination	Mid-Continent Group	\$ 3,018,890.00	\$ -		\$ 3,018,890.00
26A	Electrical	Baker Brothers	\$ 3,017,250.00	\$ 8,697.79		\$ 3,025,947.79
31A	Earthwork	Hammer Construction	\$ 757,191.00	\$ 40,000.00		\$ 797,191.00
32A	Site Paving	Bishop Construction	\$ 1,414,500.00	\$ 16,000.00		\$ 1,430,500.00
32G	Landscaping - Sod	GreenShade	\$ 22,844.00	\$ -		\$ 22,844.00
32H	Fences and Gates	Fence OKC	\$ 1,015,881.97	\$ -		\$ 1,015,881.97
33A	Site Utilities	Matthew's Trenching	\$ 1,227,493.50	\$ 461,320.79		\$ 1,688,814.29
	6-Day Work Week Acceleration Allowance		\$ -	\$ -		\$ -
PCI No. 0001 R1	PR-001 - Storm Drain, Foundation, and Framing Revisions		\$ 195,340.38	\$ (195,340.38)		\$ -
PCI No. 0002	PR-002 - Temp Fence, Water Line, and Hangar Door Steel Revs		\$ 66,592.65			\$ 66,592.65
PCI No. 0003	OR - Lower Temp AOA Fence at AAR Hangar Door		\$ 2,335.00			\$ 2,335.00
PCI No. 0004	OR - Widen Temp Asphalt Roads per OCAT Direction		\$ 11,962.00			\$ 11,962.00
PCI No. 0006	RFI 0015 - Temp AOA Fence Electrical Items		\$ (10,113.33)			\$ (10,113.33)
PCI No. 0005	PR-003 - PEMB Coordination, Radiant Heat, & Misc. Revisions		\$ 42,623.25	\$ (42,623.25)		\$ -
PCI No. 0007	PR-003 R1		\$ 27,519.94	\$ (27,519.94)		\$ -
PCI No. 0008	PR-004 - Hangar 4 Foundation Revisions		\$ 214,751.00			\$ 214,751.00
PCI No. 0009	RFI 0028 - Painted Accent Stripe on Hangar & Office Exterior Walls		\$ (25,022.00)			\$ (25,022.00)
PCI No. 0010	PR004 (ALLOWANCE) - Hangar 4 Foundation Revisions		\$ 20,000.00	\$ (20,000.00)		\$ -
PCI No. 0011	RFI 0025 Existing Window Infill at Admin Building		\$ 1,168.00	\$ (1,168.00)		\$ -
PCI No. 0012	Additional GCs and GRs for Schedule Extensions to Date		\$ 162,159.02			\$ 162,159.02
PCI No. 0013	Additional Silt Fence and Spreading Spoil Piles at North End of Airport		\$ 11,276.40		\$ (11,276.40)	\$ -
PCI No. 0014	RFI 0055 - Drilled Piers Encountering Groundwater		\$ 30,000.00	\$ (30,000.00)		\$ -
PCI No. 0017	Demo Concrete Around Existing Storm Pipe at Manhole #17		\$ 5,664.00	\$ (5,664.00)		\$ -
PCI No. 0021	RFI 0014 - Flip Swing of AOA Gate at Fuel Yard		\$ 26,717.84		\$ (26,717.84)	\$ -
PCI No. 0021R1	RFI 0014 - Flip Swing of AOA Gate at Fuel Yard		\$ -		\$ 26,717.84	\$ 26,717.84
PCI No. 0022	RFI 0068 - Hangar 3B Eyewash Sanitary & Domestic Tie-In		\$ 5,733.00	\$ (5,733.00)		\$ -
PCI No. 0024	PR-005 North Lean-To Foundations & Pavement Revisions		\$ 46,848.40			\$ 46,848.40
PCI No. 0025	PR-006 Exhaust Fan Relocation		\$ 5,269.64			\$ 5,269.64
PCI No. 0026	RFI 0082 & RFI 0083 - Transite Pipe Tie-ins & Capping		\$ 8,710.00	\$ (8,710.00)		\$ -
PCI No. 0028	Potential Contaminated Water from Pier Drilling		\$ 51,059.98			\$ 51,059.98
PCI No. 0030	Casing of Piers Encountering Groundwater		\$ 233,731.60			\$ 233,731.60
PCI No. 0032	Replace Archetype Canopies with Play By Design, Inc. for BP 10C		\$ 5,750.00		\$ (5,750.00)	\$ -
PCI No. 0033	JED Hydro-Excavation Cost at Existing CMU Wall Footing at Meridian		\$ 13,400.00		\$ (13,400.00)	\$ -
PCI No. 0034	Replace Mid-America Concrete Solutions with Cantera Concrete		\$ 2,500.00		\$ (2,500.00)	\$ -
PCI No. 0035	Additional Pier Depths		\$ 31,168.97			\$ 31,168.97
PCI No. 0036	Additional Hydro-Excavation for Water Line at Meridian		\$ 48,456.00		\$ (48,456.00)	\$ -
PCI No. 0038	RFI 0110 - New Bury Hydrant		\$ 4,248.00		\$ (4,248.00)	\$ -
PCI No. 0040	Neat Demo of Existing CMU Wall Footing - Related to RFI 0113		\$ 12,587.64		\$ (12,587.64)	\$ -
PCI No. 0041	Assa Abloy Angle Pieces at Mullion Pils		\$ 2,093.00	\$ (2,093.00)		\$ -
PCI No. 0042	RFI 0111 - Gate Modifications at Fuel Garage		\$ 22,664.12	\$ (22,664.12)		\$ -
PCI No. 0048	RFI 0119 - Cracked Concrete Near Fuel Garage		\$ 5,301.00	\$ (5,301.00)		\$ -
PCI No. 0049	RFI 0132 - Fuel Garage Pavement Gap Fill		\$ 5,042.65	\$ (5,042.65)		\$ -
PCI No. 0050	RFI 0124 - PIV Relocation		\$ 4,194.00	\$ (4,194.00)		\$ -
PCI No. 0055	RFI 0108 - Flange and Electrical Box/Line in New Road		\$ 2,800.25	\$ (2,800.25)		\$ -

\$ 31,049,127.56 \$ 473,010.41 \$ (98,218.04) \$ 31,423,919.93

	Rate	Estimated Premium Cost	
Builders Risk			\$ 37,497.81
General Liability	1.17%	% of COW	\$ 386,071.19
GC Payment, Performance, and Maintenance Bonds		Estimated Premium Cost	\$ 163,681.93
Construction Managers Contingency	3.03%	% of COW	\$ 1,000,000.00

**Cost of Work Total \$ 33,011,170.86**

	Rate		
Construction Service Fee	5.5%	% of COW	\$ 1,815,659.91
Hangar Door Coordination Fee	5.5% of \$1,896,125	% of SOW	\$ 104,286.88
Preconstruction Services Fee		Lump Sum	\$ 443,830.48
<b>Total</b>			<b>\$ 35,374,948.13</b>

## Construction of Hangar 4

### GENERAL CONDITIONS

Field and Office Personnel	Total
Project Managers	\$ 801,125
Safety	\$ 201,758
Superintendents	\$ 1,042,861
Project Coordinator	\$ 298,785
Project Executive	\$ 174,498
Project Engineers	\$ 270,389
IPS Support Personnel	\$ 111,513
<b>Subtotal</b>	<b>\$ 2,900,930</b>
Field Office	Total
Field Office	\$ 187,195
Field Office Furnishings/Equipment/Suppli	\$ 27,048
Internet & Technology	\$ 24,003
Fencing/ Rails / Barricades	\$ 148,779
Utilities	\$ 237,936
<b>Subtotal</b>	<b>\$ 624,960</b>
Equipment	Total
Pickup Trucks & Fuel	\$ 47,893
Safety Supplies and Equipment	\$ 24,399
<b>Subtotal</b>	<b>\$ 72,292</b>
Miscellaneous Expenses	Total
Dunn Dashboard / Electronic Documents	\$ 35,000
Security & Monitoring	\$ 16,273
Job Signs	\$ 4,411
Travel and Meals	\$ 43,720
Temporary Toilets & Wash Stations	\$ 49,461
Permits	\$ 61,401
<b>Subtotal</b>	<b>\$ 210,266</b>
<b>GC Totals</b>	<b>\$ 3,808,449</b>
<b>GENERAL REQUIREMENTS</b>	
Engineering	Total
Layout & Surveys	\$ 61,490
Temporary Protection	\$ 39,030
Temporary Heating and Cooling	\$ 60,000
<b>Subtotal</b>	<b>\$ 160,520</b>
Clean Up	Total
General Clean Up	\$ 97,181
<b>Subtotal</b>	<b>\$ 97,181</b>
Equipment	Total
Small Tools & Equipment	\$ 308,000
<b>Subtotal</b>	<b>\$ 308,000</b>
Miscellaneous Expenses	Total
Temp Roads & Parking	\$ 252,935
Dumpsters	\$ 98,400
<b>Subtotal</b>	<b>\$ 351,335</b>
<b>GR Totals</b>	<b>\$ 917,036</b>
<b>GC &amp; GR TOTAL</b>	<b>\$ 4,725,485</b>

**OCAT HANGAR 4 - ALLOWANCE SUMMARY SHEET**

Item #	BP #	Allowance Title	GMP2 Allowance \$	Spent to Date \$	Reduction Amount \$	Added Amount \$	Remaining Amount \$	Allowance Description
1	02C	Structural Demolition and Existing Conditions	\$25,000.00	-\$30,501.37	\$0.00	\$57,726.62	\$52,225.25	Where existing building is demolished, no information is given for foundation or slab thickness. Bid package 02C provided direction to assume the footing is a continuous spread footing that is 3'x3'. Additionally, neat demo for openings assumes existing conditions are in good enough shape to accept new construction (expansion joints etc.). Existing conditions may require additional, unforeseen, work prior to accepting new construction.
2	02C	Unsalvageable Materials from Demo	\$20,000.00	-\$20,000.00	\$0.00	\$0.00	\$0.00	Demo plan and specification calls for salvaging of materials, if these items are not able to be salvaged and re-used. Amount of items to be salvaged is not able to be determined until we can walk through with Total Demo and Owner.
3	03A	Footing Design Changes by PEMB	\$20,000.00	-\$20,000.00	\$0.00	\$0.00	\$0.00	Structural footings are currently designed by FSB, PEMB supplier will have to give loads from final PEMB Design to dictate final structural design.
4	03A	Pier depth reconciliation	\$30,000.00	-\$30,000.00	\$0.00	\$0.00	\$0.00	Bidding for piers is based on 22' depth. If pier depth varies or unforeseen underground obstructions are found, then additional costs will be incurred.
5	03A	Tunnel Allowance - Building Concrete	\$38,800.00	-\$38,730.00	-\$70.00	\$0.00	\$0.00	Allowance for the existing utility tunnel underneath and adjacent to the new Hangar 4 that is not currently shown in the Plans and Specifications. Drawings associated with the tunnel work are to be issued as a Price Request (PR) post GMP.
6	05A	Miscellaneous Steel Allowance	\$25,000.00	\$0.00	-\$12,500.00	\$0.00	\$12,500.00	Allowance for any miscellaneous steel required for the Hangar, Administrative Area, trench grates, and other miscellaneous steel items not shown on the Contract Documents.
7	08A	Hardware Schedule	\$66,000.00	\$0.00	-\$66,000.00	\$0.00	\$0.00	Trade partners are carrying \$2,500 per opening for hardware. The project needs to carry an additional allowance for prep that is unaccounted for. We have carried \$1,500/door and total of 44 doors for prep and additional hardware costs needed.
8	13B	Roof Ladder on Existing building	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	Notes are given to field verify existing ladder from existing admin roof to hangar roof. This Allowance is being included for additional re-work or replacing of ladder if existing condition is not satisfactory.
9	13B	Hangar Doors	\$75,000.00	-\$32,236.19	-\$26,382.00	\$0.00	\$16,381.81	Hangar doors will likely need additional support steel. This Allowance will be utilized to help cover additional steel required for the Hangar Doors as determined during coordination.
10	13B	Tunnel Allowance - PEMB	\$30,000.00	-\$27,972.00	-\$2,028.00	\$0.00	\$0.00	Allowance for the existing utility tunnel and added tube steel column at both hangar door jambs. Drawings associated with the tunnel work and added steel for hangar door are to be issued as a Price Request (PR) post GMP.
11	26A	Unsalvageable Light poles	\$30,000.00	\$0.00	-\$21,302.21	\$0.00	\$8,697.79	There are 6 light poles called to be relocated. If these are damaged during Salvaging or found to be unfit for reuse an allowance to reuse should be utilized. (Ref ES101)
12	31A	Allowance No. 1: Unsuitable Soils	\$40,000.00	-\$40,000.00	\$0.00	\$0.00	\$0.00	This allowance is specified in the Schedule of Allowances section of 012100. This Allowance No. 1 is to include 2000 CY of unsatisfactory soil excavation and disposal off-site and replacement with satisfactory soil material from off-site as specified in Section 321000 "Earth Moving".
13	32A	Site Foundation Allowances	\$16,000.00	-\$5,042.65	\$0.00	\$0.00	\$10,957.35	Foundations for light poles are not provided. Two are new, six are relocated.
14	33A	Tunnel Allowance - Site Utilities	\$145,000.00	-\$134,371.38	-\$10,628.62	\$0.00	\$0.00	Allowance for the existing utility tunnel underneath and adjacent to the new Hangar 4 that is not currently shown in the Plans and Specifications. Drawings associated with the tunnel work are to be issued as a Price Request (PR) post GMP.
15		6-Day Work Week Acceleration Allowance	\$264,064.00	\$0.00	-\$264,064.00	\$0.00	\$0.00	This special Allowance is for overtime payment for Subcontractors that may be required to perform work on a 6-day work week schedule rather than a 5-day work week schedule that was included in the trade bids when it is necessary to keep Critical Path Work moving timely.
16		Paint Booth Allowance	\$22,000.00	\$0.00	\$0.00	\$0.00	\$22,000.00	Unbought scope for the Pre-Fab Paint Booth. This was answered in response to RFI 48 which states that the paint booth is to be provided, installed and made operational by GC.
17	33A	Trench and Associated Work	\$0.00	\$0.00	\$0.00	\$21,302.21	\$21,302.21	Allowance for any additional trenching and associated work including but not limited to, digging/trenching, backfilling, grading, topsoil, and sodding.
18	13B	Additional Liner Panels	\$0.00	\$0.00	\$0.00	\$18,298.80	\$18,298.80	Additional liner panels to be installed at the interior side of the walls inside of the Hangar.
19	33A	Storm Sewer Replacement at Meridian	\$0.00	\$0.00	\$0.00	\$305,647.20	\$305,647.20	Replacement of the existing storm sewer line along Meridian
<b>Total Project Allowances</b>			<b>\$851,864.00</b>	<b>-\$378,853.59</b>	<b>-\$402,974.83</b>	<b>\$402,974.83</b>	<b>\$473,010.41</b>	

<b>OCAT Hangar 4 Contract Summary</b>	
<b>GMP Amendment No.</b>	<b>Total</b>
Amendment No. 01	\$34,205,664.89
Amendment No. 02	\$34,574,180.39
Amendment No. 03	\$34,778,131.59
Amendment No. 04	\$35,374,948.13
Amendment No. 05	\$35,374,948.13