

AMENDMENT NO. 1 TO THE ANNUAL MAINTENANCE CONTRACT
PAVING REPAIRS AND MAINTENANCE

This Amendment No. 1 to the Annual Maintenance Contract for Project No. OCAT GEN 2213, "Paving Repairs and Maintenance" ("Amendment No. 1") 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" ("Contract"), to the Contractor, and established rates for on-call paving repair and maintenance services at the Airports; and

WHEREAS, the Contract provides for an original period of 365 calendar days or until the aggregate of all claims 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 original contract period will expire on or about May 31, 2023; and

WHEREAS, it is the desire of both parties to enter into this Amendment No. 1 to exercise the first 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. 1 shall be effective as of April 27, 2023 ("Effective Date").
2. The parties agree that pursuant to Article 2 of the Contract, the first one-year renewal period is hereby exercised, and work under this Amendment No. 1 shall commence June 1, 2023 ("Commencement Date"), following the expiration of the current term, and terminate on or about May 31, 2024, 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. 1 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. Pursuant to Article 2 of the Contract, additional line items to benefit the Trust may be added. The parties agree to add two (2) line items to the Revised Exhibit "A" - Unit Price Schedule attached hereto, to include the cost of labor and materials to fill potholes with cold patch material (Items 01-64 and 01-65).
5. The Parties agree that the "Project Manual" Section *600 OCAT General and Supplemental 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, Contractor 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 Contractor and subcontractors from the bid solicitation period through the complete of the Contract.

27. Compliance with Non-Discrimination Requirements.

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

A. Compliance with Regulations

Contractor 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

Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or 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 Contractor 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 Contractor 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 Contractor of Contractor'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

The Contractor 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 Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor 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 Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Trust will pose 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 Contractor under the Contract until the Contractor complies; and/or
- ii. Cancelling, terminating, or suspending the Contract, in whole or in part.

F. Incorporation of Provisions

Contractor will include the provisions of Paragraph 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 Contractor 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 Contractor become involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Trust to enter into any litigation to protect the interests of the Trust. In addition, the Contractor

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, the Contractor, for itself, its assignee, and successor in interest agrees to comply with the following nondiscrimination statutes and authorities including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Nondiscrimination 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 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.*), which 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 Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 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 U.S.C. 1681 *et seq.*.)”
6. The parties further agree that, except as provided in this Amendment No. 1 all items, provisions, and conditions of the original Contract 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.

RUDY CONSTRUCTION CO.



Printed Name: Shane Allen

Title: Vice President

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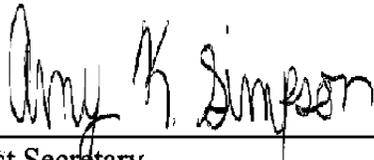
APPROVAL RECOMMENDED:



Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 27TH day of
APRIL, 2023.

ATTEST:



Trust Secretary

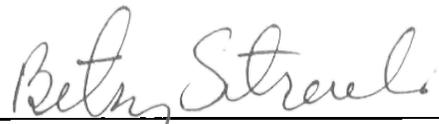


OKLAHOMA CITY AIRPORT TRUST:



Chairman

REVIEWED for form and legality.



Assistant Municipal Counselor/
Attorney for the Trust

REVISED EXHIBIT "A" - UNIT PRICE SCHEDULE

(Effective: June 1, 2023 through May 31, 2024)

Item #	Item	Orig Term Price	+5.5%		Unit
			1st Renewal Price		
01-01	Partial Depth Asphalt (Area under 2000 S.Y.)	\$ 15.00	\$	15.83	SY
01-02	Partial Depth Asphalt (Area of 2000 S.Y. or more)	\$ 8.00	\$	8.44	SY
01-03	Full Depth Asphalt (Area from 0 to 50 S.Y.)	\$ 40.00	\$	42.20	SY
01-04	Full Depth Asphalt (Area of 50 S.Y. or more)	\$ 34.00	\$	35.87	SY
01-05	Full Depth HES Concrete with 2" Asphalt Cap	\$ 100.00	\$	105.50	SY
01-06	3" Asphalt (Area under 200 S.Y.)	\$ 20.00	\$	21.10	SY
01-07	3" Asphalt (Area of 200 S.Y. or more)	\$ 13.00	\$	13.72	SY
01-08	6" Asphalt (Area under 200 S.Y.)	\$ 25.00	\$	26.38	SY
01-09	6" Asphalt (Area of 200 S.Y. or more)	\$ 23.00	\$	24.27	SY
01-10	Partial Depth Concrete (2 depth)	\$ 30.00	\$	31.65	SY
01-11	Partial Depth Concrete (per inch of depth over 2)	\$ 35.00	\$	36.93	SY
01-12	Full Depth Concrete - 5 to 7	\$ 65.00	\$	68.58	SY
01-13	Full Depth Concrete - 8 to 12	\$ 67.00	\$	70.69	SY
01-14	Full Depth Concrete - 13 to 16	\$ 69.00	\$	72.80	SY
01-15	Full Depth Concrete - 17 to 20	\$ 70.00	\$	73.85	SY
01-16	Full Depth Concrete - 21 to 24	\$ 72.00	\$	75.96	SY
01-17	6" Concrete Paving	\$ 30.00	\$	31.65	SY
01-18	6" Concrete Patch	\$ 58.00	\$	61.19	SY
01-19	Loop Wire 15 AWG (Type XHHW)	\$ 12.00	\$	12.66	LF
01-20	Machine Saw Cut for Loop Detector	\$ 12.00	\$	12.66	LF
01-21	Pavement Planing (Area under 500 S.Y.)	\$ 20.00	\$	21.10	SY
01-22	Pavement Planing (Area of 500 S.Y. or more)	\$ 10.00	\$	10.55	SY
01-23	4 Pavement Marking (Waterbourne Paint)	\$ 2.00	\$	2.11	LF
01-24	4 Pavement Marking (Solventbourne Paint)	\$ 2.50	\$	2.64	LF
01-25	4 Pavement Marking (Thermoplastic)	\$ 3.00	\$	3.17	LF
01-26	Other Pavement Marking (Waterbourne Paint)	\$ 4.00	\$	4.22	SF
01-27	Other Pavement Marking (Solventbourne Paint)	\$ 5.00	\$	5.28	SF
01-28	Other Pavement Marking (Plastic Tape)	\$ 6.00	\$	6.33	SF
01-29	Pavement Marking Removal	\$ 3.00	\$	3.17	SF
01-30	Sidewalk Replacement (Area under 10 S.Y.)	\$ 70.00	\$	73.85	SY
01-31	Sidewalk Replacement (Area of 10 S.Y. or more)	\$ 60.00	\$	63.30	SY
01-32	Concrete Driveway Replacement	\$ 70.00	\$	73.85	SY
01-33	Utility Structure Adjustment: Inlet	\$ 850.00	\$	896.75	EA
01-34	Utility Structure Adjustment: Manhole	\$ 650.00	\$	685.75	EA
01-35	Utility Structure Adjustment: Valve Box	\$ 250.00	\$	263.75	EA
01-36	Deformed Bar Reinforcing Steel	\$ 3.00	\$	3.17	LB
01-37	Borrow Material	\$ 33.00	\$	34.82	CY

01-38	Base Repair (Area under 50 S.Y.)	\$ 10.00	\$	10.55	SY
01-39	Base Repair (Area of 50 S.Y. or more)	\$ 6.00	\$	6.33	SY
01-40	Base Preparation	\$ 5.00	\$	5.28	SY
01-41	Flowable Fill	\$ 150.00	\$	158.25	CY
01-42	Flowable Fill (Pumping)	\$ 150.00	\$	158.25	CY
01-43	13" x 22" C.G.M.P.	\$ 60.00	\$	63.30	LF
01-44	13" x 22" C.G.M.P End Section	\$ 365.00	\$	385.08	EA
01-45	6" Underdrain	\$ 30.00	\$	31.65	LF
01-46	Boring for Underdrain	\$ 200.00	\$	211.00	LF
01-47	Pavement Reinforcing Fabric	\$ 5.00	\$	5.28	SY
01-48	Rotomilling P.C. Concrete Paving (2 depth less than 200 SY)	\$ 20.00	\$	21.10	SY
01-49	Rotomilling P.C. Concrete Paving (per inch of depth over 2 less than 200 SY)	\$ 5.00	\$	5.28	SY
01-50	Rotomilling P.C. Concrete Paving (2 depth 200 SY and greater)	\$ 10.00	\$	10.55	SY
01-51	Rotomilling P.C. Concrete Paving (per inch of depth over 2 200 SY and greater)	\$ 5.00	\$	5.28	SY
01-52	Flowable-Elastomer Crack Sealant	\$ 4.00	\$	4.22	LF
01-53	Hot-Poured Rubberized Crack Sealant	\$ 4.00	\$	4.22	LF
01-54	Seal Coat	\$ 6.00	\$	6.33	SY
01-55	ADA Ramp Repair and Replacement	\$ 200.00	\$	211.00	SY
01-56	Concrete Joint Rehabilitation	\$ 4.00	\$	4.22	LF
01-57	6" Curb & Gutter Repair (Length under 20 L.F.)	\$ 40.00	\$	42.20	LF
01-58	6" Curb & Gutter Repair (Length of 20 L.F. or more)	\$ 40.00	\$	42.20	LF
01-59	8" Curb & Gutter Repair (Length under 20 L.F.)	\$ 40.00	\$	42.20	LF
01-60	8" Curb & Gutter Repair (Length of 20 L.F. or more)	\$ 40.00	\$	42.20	LF
01-61	Excavation and Aggregate Base Material for Undercut	\$ 100.00	\$	105.50	SY
01-62	Washed River Sand	\$ 30.00	\$	31.65	CY
01-63	Materials	\$ 1.30	\$	1.30	EA
01-64	Cold Patching (0-20 SY per work order)	-	\$	250.00	SY
01-65	Cold Patching (greater than 20 SY per work order)	-	\$	150.00	SY



**Transmission of material in this release is embargoed until
 8:30 a.m. (ET) Tuesday, March 14, 2023**

USDL-23-0484

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CONSUMER PRICE INDEX – FEBRUARY 2023

The Consumer Price Index for All Urban Consumers (CPI-U) rose 0.4 percent in February on a seasonally adjusted basis, after increasing 0.5 percent in January, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 6.0 percent before seasonal adjustment.

The index for shelter was the largest contributor to the monthly all items increase, accounting for over 70 percent of the increase, with the indexes for food, recreation, and household furnishings and operations also contributing. The food index increased 0.4 percent over the month with the food at home index rising 0.3 percent. The energy index decreased 0.6 percent over the month as the natural gas and fuel oil indexes both declined.

The index for all items less food and energy rose 0.5 percent in February, after rising 0.4 percent in January. Categories which increased in February include shelter, recreation, household furnishings and operations, and airline fares. The index for used cars and trucks and the index for medical care were among those that decreased over the month.

The all items index increased 6.0 percent for the 12 months ending February; this was the smallest 12-month increase since the period ending September 2021. The all items less food and energy index rose 5.5 percent over the last 12 months, its smallest 12-month increase since December 2021. The energy index increased 5.2 percent for the 12 months ending February, and the food index increased 9.5 percent over the last year.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Feb. 2022 - Feb. 2023
 Percent change

