CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY
MISSOURI

CHANGE ORDER

Project Number **62210538**

Project Title **Perimeter Fence Upgrades**

Change Order No: 1 Date of Issuance: October 3, 2022

Ordinance No: 220301 Ordinance Effective Date: May 1, 2022

Contract Notice To Proceed Date: July 5, 2022

To CONTRACTOR: *Gunter Construction Company*

The Contract is changed as follows: Extend fence removal and replacement limits on the south end of the airport from Sta 227+09 to Sta. 232+19. At Pump House – Sta. 400+00 to Sta. 401+20, and at Airline History Museum, Sta. 300+00 to Sta. 302+80 in these areas, remove fabric, leave existing post in place, extend post as necessary, install new fabric and barbed wire. At Signature Flight Services Fuel Farm, existing fence shall be removed, existing pavement will be removed to the new lease line. New fence will be installed along lease line and 2 new automatic gates will be installed. Federal Supplementary Provisions are also being added to the contract.

This Change Order constitutes compensation in full on behalf of the Contractor and its subcontractors and suppliers for all costs, including impact costs and extended general conditions, and markups directly and indirectly attributable to the Work changes ordered herein, for all delays related thereto and for performance of the changes within the time stated. Contractor hereby releases all claims for delay, interruption, extended general conditions, impact and cumulative impact claims for this Work.

☒ See Attached Document(s).

Attachment A - 62210538 CO#1 Unit Prices (1 page)
Attachment B - 62210538 CO#1 Fence Replacement Drawings (5 pages)
Attachment C - 62210538 CO#1 Additional Specifications (10 pages)
Attachment D - Federal Supplementary Provisions (5 pages)

Not valid until signed by the Director of Finance.

The original Contract Price was	$1,202,942.00
Net change by previously authorized Change Orders	$0.00
The Contract Price prior to this Change Order was	$1,202,942.00
The Contract Price will be (☒ increased by) (☐ decreased by) (☐ unchanged)	$196,545.00
The new Contract Price including this Change Order will be	$1,399,487.00

The Contract Time will be (☐ increased by) (☐ decreased by) (☒ unchanged)	120 calendar days
The date of Substantial Completion as of the date of this Change Order therefore is	November 3, 2022
The date of Final Completion as of the date of this Change Order therefore is	November 3, 2022

Project No. & Title 62210538 Perimeter Fence Upgrades
Change Order No. 1

DESIGN PROFESSIONAL: **WSP USA** **300 Wyandotte Street, Suite 200** **Kansas City, MO 64105**	**By: Dale E. Mueller, P.E.** **Title: Senior Project Manager**	**Date: 10/3/22**
CONTRACTOR: **Gunter Construction Company** **520 Division Street** **Kansas City, KS 66103**	**By: Christina Gunter** **Title: President**	**Date: 10/6/22**
CITY: Kansas City, Missouri **Kansas City Aviation Department** **601 Brasilia Avenue** **Kansas City, MO 64153**	**By: Patrick Klein** DocuSigned by: Patrick Klein **Title: Director of Aviation** 100A99056B744A0...	**Date:** 10/7/2022

Approved as to form: DocuSigned by: Charlotte Ferns 19200C227622419...
Assistant City Attorney

I certify there is a balance otherwise unencumbered to the credit of the appropriation to which the above amount is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the above obligation.

DocuSigned by: Eric Clevenger 18F59B5A8EE444E...
Director of Finance

10/24/2022
Date

Distribution: ❑ CITY ❑ CONTRACTOR ❑ DESIGN PROFESSIONAL

REMINDER: CONTRACTOR is responsible for considering the effect this Change Order may have on its ability to meet or exceed the D/M/WBE participation amounts in its Contractor Utilization Plan (CUP) as amended by any previously approved Request for Modification/Substitution. If CONTRACTOR will not be able to achieve the approved participation amounts in performing the work included within this Change Order, or if CONTRACTOR needs to retain the services of additional D/M/WBEs not previously listed in its CUP, CONTRACTOR is advised to submit a Request for Modification/Substitution.

Bidder: Gunter Construction Company

CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY
MISSOURI

UNIT PRICES

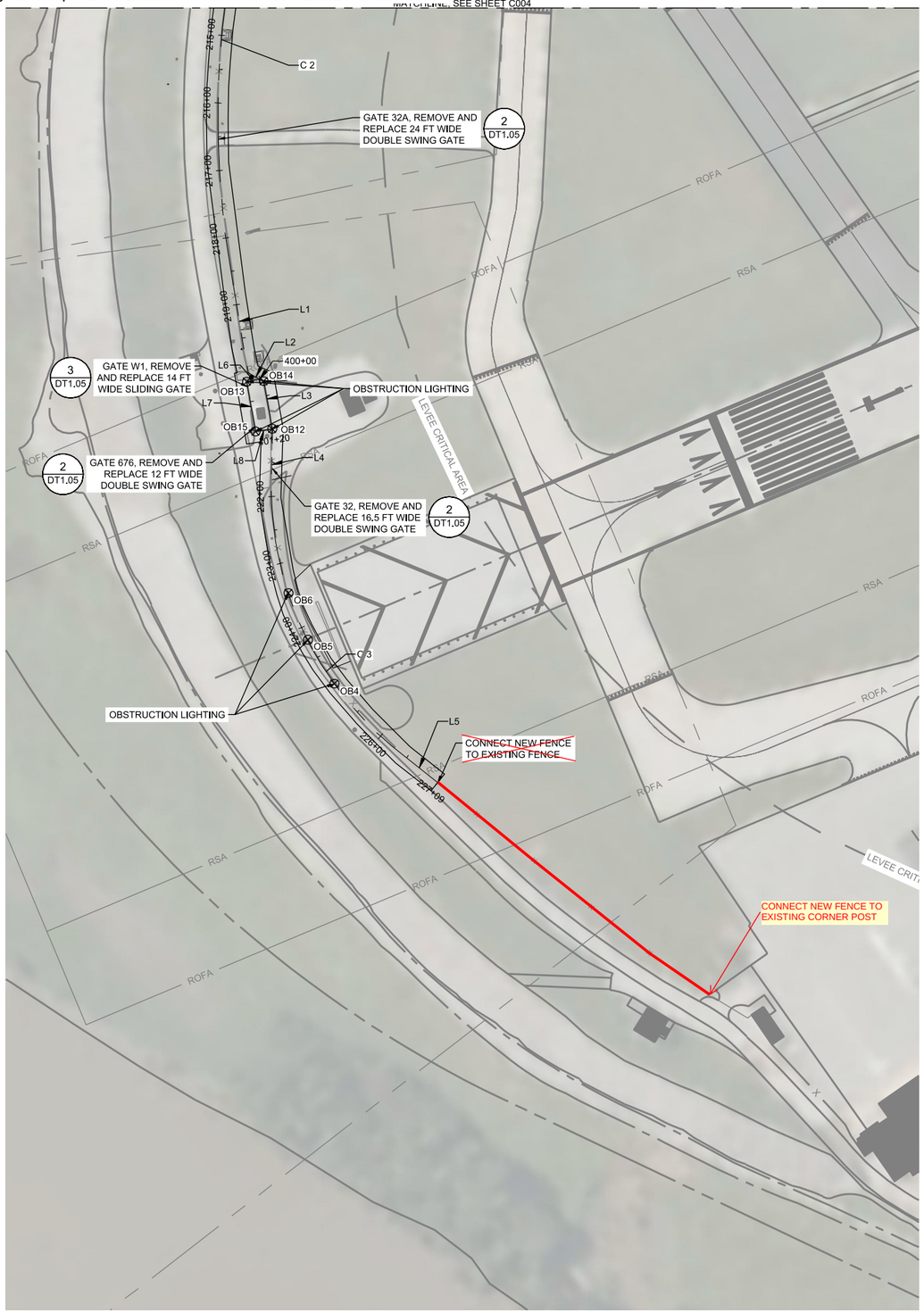
PROJECT NO. 62210538

PROJECT TITLE: PERIMETER FENCE UPGRADES - CHANGE ORDER NO. 1

NOTE: IN THE EVENT OF DISCREPANCY, UNIT PRICE SHALL GOVERN.

Item No.	Unit	Quantity	Item Description:	Unit Price	Extension
P-101-5.1	SY	1,567	Pavement Removal - 6"	$ 13.00	$ 20,371.00
P-101-5.2	SY	71	Pavement Removal - 10"	$ 18.00	$ 1,278.00
P-152-4.1	CY	281	Contractor Furnished Embankment	$ 90.25	$ 25,360.25
P-152-4.2	SY	348	Site Grading	$ 2.50	$ 870.00
F-162-5.5	Ea	-1	Vehicle Gate, Double Swing (12' to 20' Wide)	$ 3,000.00	$ (3,000.00)
F-162-5.6	Ea	-1	Vehicle Gate, Double Swing (24' to 30' Wide)	$ 3,500.00	$ (3,500.00)
F-162-5.11	LF	510	Removal of Existing Fence, Complete	$ 16.00	$ 8,160.00
F-162-5.14	LF	425	Aggregate Mow Strip	$ 28.00	$ 11,900.00
F-162-5.15	LF	510	Installation and Removal of Temporary Fence	$ 9.00	$ 4,590.00
F-162-5.16	LF	408	7' Chain-Link Fence with Barbed Wire Complete	$ 80.00	$ 32,640.00
F-162-5.17	Ea	1	Automatic Sliding Gate, 20'	$ 30,000.00	$ 30,000.00
F-162-5.18	Ea	1	Automatic Sliding Gate, 24'	$ 31,000.00	$ 31,000.00
F-163-5.2	LF	425	Anti-Burrow Barrier	$ 23.00	$ 9,775.00
T-901-5.1	SY	3,117	Seeding and Mulching	$ 2.00	$ 6,234.00
L-119-5.2	LF	-27	(1) 3/4" Fence Mounted Conduit	$ 33.00	$ (891.00)
L-119-5.4	LF	-81	#10 XHHW-2 Wire	$ 2.25	$ (182.25)
L-119-5.7	LF	30	(1) 1" Directional Bored Conduit	$ 120.00	$ 3,600.00
L-119-5.8	LF	80	(1) 1" Direct Buried Conduit	$ 55.00	$ 4,400.00
L-119-5.9	LF	360	#8 XHHW-2 Wire	$ 4.00	$ 1,440.00
L-119-5.10	LS	1	Circuit Connect to Fuel Farm Panel	$ 12,500.00	$ 12,500.00
	Denotes new item				
TOTAL UNIT PRICES EXTENSION HERE FOR CHANGE ORDER NO. 1				**196,545.00**	

Note: May be printed for manual fill-in or filled in on electronic excel spreadsheet version.



GENERAL NOTES:

1. SEE SHEETS DT1.01 TO DT1.06 FOR SECURITY FENCE DETAILS.
2. SEE SHEET DT1.02 FOR GATES SCHEDULE
3. SEE SHEETS E001 TO E004 FOR ELECTRICAL PLANS.
4. EXISTING FENCE INCLUDING ALL FABRIC, GATES, POSTS, AND POST FOUNDATION IN TURF AREAS MUST BE DEMOLISHED. ALL POSTS IN PAVED AREAS MUST BE REMOVED TO EXISTING GRADE LEVEL AND POST HOLES MUST BE FILLED WITH GROUT.
5. THE NEW FENCE INCLUDING THE LOCATIONS OF ALL GATES TO BE REPLACED MUST MATCH THE ALIGNMENT OF THE EXISTING FENCE AND GATES UNLESS SHOWN OTHERWISE. EXACT ALIGNMENT OF FENCE MUST BE APPROVED BY THE ENGINEER BEFORE CONSTRUCTION.
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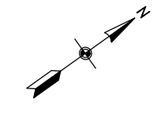
7. POST HOLES FOR FENCE AND GATES INSTALLED IN PAVED AREAS MUST BE CORED THROUGH EXISTING PAVEMENT TO ALLOW FOR POST FOUNDATIONS TO BE CONSTRUCTED AS SHOWN IN DETAIL 1, DT1.03.
8. ALL AREAS DISTURBED BY DEMOLITION AND INSTALLATION OF FENCE AND GATES MUST BE RESTORED TO THE ORIGINAL CONDITION. THIS RESTORATION MUST INCLUDE, BUT IS NOT LIMITED TO SODDING, SEEDING, SURFACING, SLOPE PROTECTION, AND BEDDING RESTORATION. ALL AREAS DISTURBED MUST BE GRADED TO DRAIN.
9. FROZEN MATERIALS MUST NOT BE ALLOWED NOR MUST ANY MATERIAL BE PLACED ON FROZEN SURFACE.
10. BACKFILL PLACED WITHIN THE LEVEE CRITICAL AREA MUST BE PLACED IN LOOSE LIFT THICKNESS NOT TO EXCEED 4-INCHES AND SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95 PERCENT AS DETERMINED BY ASTM D-698. MOISTURE CONTENT MUST BE WITHIN -1% TO +3% OF OPTIMUM.
11. BACKFILL PLACED OUTSIDE THE LEVEE CRITICAL AREA MUST BE COMPACTED TO A MINIMUM DENSITY OF 90% AS DETERMINED BY ASTM D-698. MOISTURE CONTENT MUST BE WITHIN -1% TO +3% OF OPTIMUM.
12. CONTRACTOR MUST COMPLETE FENCE REPLACEMENT INSIDE THE RUNWAY SAFETY AREA (RSA) OF RUNWAY 1-19, AS DESCRIBED IN THESE PLANS.

SCHEDULING NOTES:

1. ENGINEER WILL REVIEW AND APPROVE CONTRACTOR'S PROPOSED SCHEDULE PRIOR TO ISSUANCE OF NTP. RESUBMITTALS MAY BE REQUIRED FOR REVIEW AND FINAL APPROVAL. CONTRACTOR TO NOTIFY ENGINEER IN WRITING IF A CHANGE TO SCHEDULE IS PROPOSED PRIOR TO THE SCHEDULED COMPLETION DATE.
2. CONTRACTOR TO SUBMIT PROPOSED MEANS/METHODS AND EQUIPMENT FOR FENCE INSTALLATION FOR EACH SCHEDULE OF WORK.



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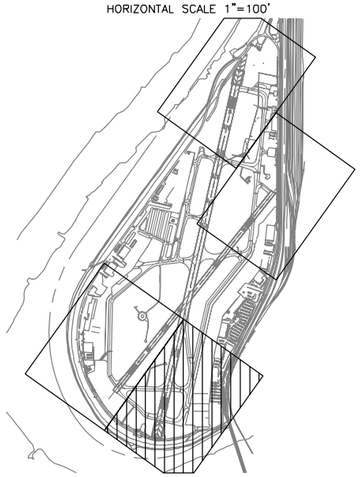
HORIZONTAL SCALE 1"=100'



KEY MAP

PR-FENCE-SEGMENT-3D									
ID	POB	POE	PC	PI	PT	LENGTH	RADIUS	BEARING	Δ ANGLE
L6	STA: 400+00,00 N: 1073241,34 E: 2761218,97	STA: 400+19,73 N: 1073223,35 E: 2761210,86				19,73		S24° 17' 28,53"W	
L7	STA: 400+19,73 N: 1073223,35 E: 2761210,86	STA: 400+94,63 N: 1073191,15 E: 2761278,48				74,90		S64° 32' 20,25"E	
L8	STA: 400+94,63 N: 1073191,15 E: 2761278,48	STA: 401+19,63 N: 1073213,50 E: 2761289,69				25,00		N26° 38' 34,51"E	
L1	STA: 218+48,35 N: 1073299,82 E: 2761062,90	STA: 220+02,23 N: 1073232,60 E: 2761201,32				153,88		S64° 05' 55,75"E	
L2	STA: 220+02,23 N: 1073232,60 E: 2761201,32	STA: 220+28,25 N: 1073244,14 E: 2761224,64				26,02		N63° 39' 54,83"E	
L3	STA: 220+28,25 N: 1073244,14 E: 2761224,64	STA: 221+00,16 N: 1073213,50 E: 2761289,69				71,91		S64° 46' 33,88"E	
L3	STA: 200+00,00 N: 1074806,11 E: 2760129,14	STA: 204+77,22 N: 1074335,81 E: 2760210,15				477,22		S09° 46' 24,78"E	
L4	STA: 221+00,16 N: 1073213,50 E: 2761289,69	STA: 221+77,69 N: 1073167,39 E: 2761352,02				77,52		S53° 30' 32,11"E	
L5	STA: 226+38,50 N: 1073089,50 E: 2761789,82	STA: 227+08,78 N: 1073109,24 E: 2761857,27				70,28		N73° 41' 10,13"E	

STATE OF MISSOURI
DALE E MUELLER
NUMBER E-25987
LICENSED PROFESSIONAL ENGINEER

12/30/21

WSP USA INC.
300 WYANDOTTE ST.
SUITE 200
KANSAS CITY, MO 64105
T: 816-702-4300

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT

CHARLES B. WHEELER
DOWNTOWN AIRPORT (MKC)

PERIMETER FENCE UPGRADES

CITY OF FOUNTAINS
HEART OF THE NATION
KANSAS CITY MISSOURI

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FENCE REPLACEMENT SITE PLAN

REVISIONS					REVISIONS				
NO.	DATE	BY	DESCRIPTION	APP'D	NO.	DATE	BY	DESCRIPTION	APP'D

SHEET 12 OF 20

Design SKV	Drawn SKV	Consultant Project No. 30900332A	Aviation Project No. 62210538
Check DEM	Rev.	Dwg Date 12/30/2021	Dwg. No. C005
Project Type REHABILITATION			Submittal RELEASED FOR BID

SCALE (S) AS NOTED ON THIS SHEET ARE BASED ON A FULL SIZE 22 X 34 SHEET.

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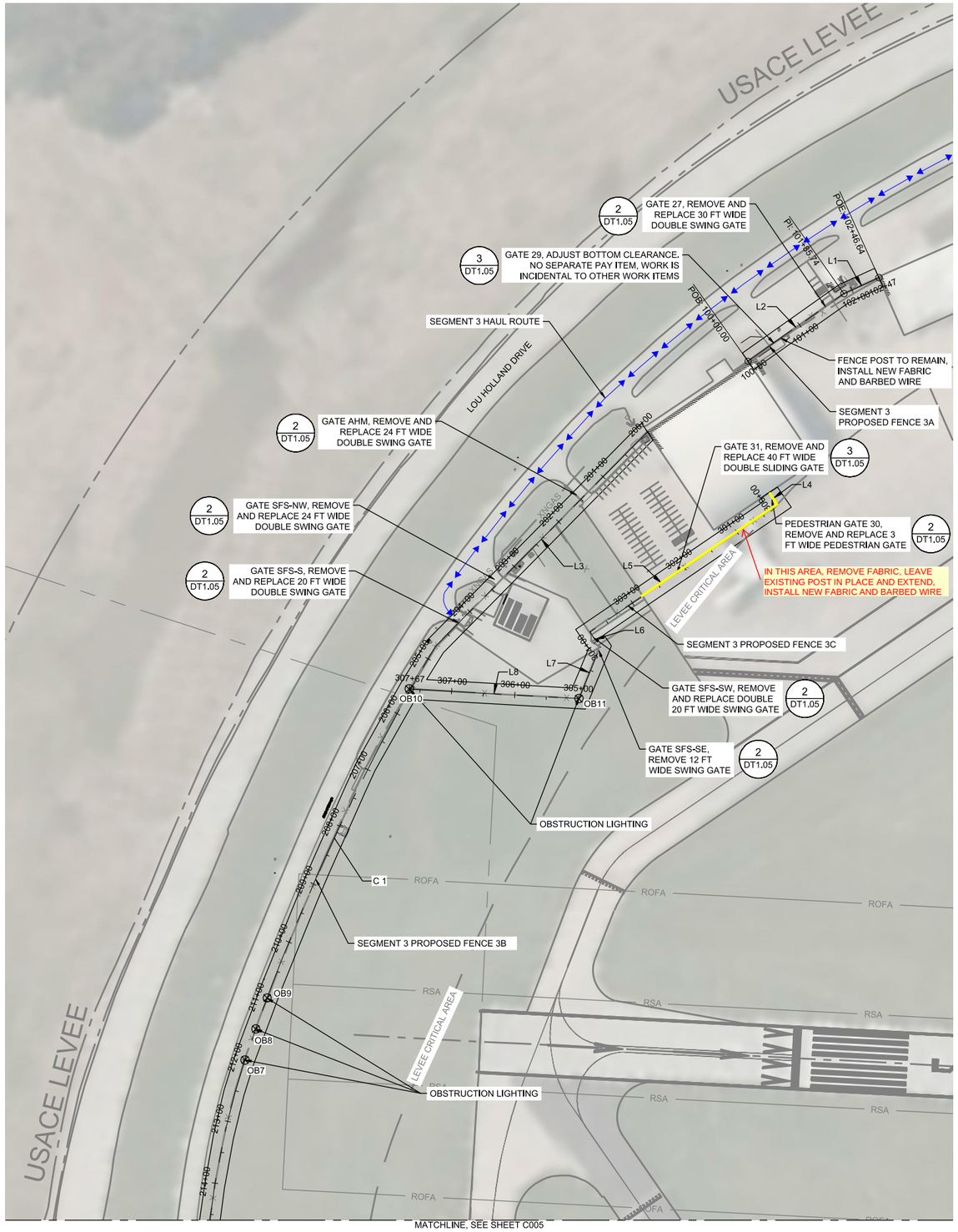
PLOT DATE: Aug 31 , 2021 - 10:02AM



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PR-FENCE-SEGMENT-3A

ID	POB	POE	PC	PI	PT	LENGTH	RADIUS	BEARING	Δ ANGLE
L1	STA: 101+85,74 N: 1075186,13 E: 2760131,44	STA: 102+46,64 N: 1075245,90 E: 2760143,13				60,90		N11° 04' 12,73"E	
L2	STA: 100+00,00 N: 1075000,40 E: 2760130,58	STA: 101+85,74 N: 1075186,13 E: 2760131,44				185,74		N00° 15' 58,80"E	

PR-FENCE-SEGMENT-3B

ID	POB	POE	PC	PI	PT	LENGTH	RADIUS	BEARING	Δ ANGLE
C 1			STA: 204+77,22 N: 1074335,81 E: 2760210,15	STA: 208+21,82 N: 1074020,71 E: 2760349,65	STA: 211+64,24 N: 1073738,65 E: 2760547,62	687,01	3519,35		011°11'05,09"
C 2			STA: 211+64,24 N: 1073738,65 E: 2760547,62	STA: 215+13,81 N: 1073452,52 E: 2760748,44	STA: 218+48,35 N: 1073299,82 E: 2761062,90	684,12	1350,00		029°02'05,42"
C 3			STA: 221+77,69 N: 1073167,39 E: 2761352,02	STA: 224+25,91 N: 1073019,77 E: 2761551,58	STA: 226+38,50 N: 1073089,50 E: 2761789,82	460,81	500,00		052°48'17,76"

PR-FENCE-SEGMENT-3C

ID	POB	POE	PC	PI	PT	LENGTH	RADIUS	BEARING	Δ ANGLE
L4	STA: 300+00,00 N: 1074907,06 E: 2760318,92	STA: 300+22,88 N: 1074906,32 E: 2760341,79				22,88		S88° 09' 08,07"E	
L5	STA: 300+22,88 N: 1074906,32 E: 2760341,79	STA: 303+81,67 N: 1074547,61 E: 2760333,80				358,79		S01° 16' 34,08"W	
L6	STA: 303+81,67 N: 1074547,61 E: 2760333,80	STA: 304+10,42 N: 1074546,97 E: 2760362,54				28,75		S88° 43' 25,92"E	
L7	STA: 304+10,42 N: 1074546,97 E: 2760362,54	STA: 304+98,44 N: 1074472,44 E: 2760409,37				88,02		S32° 08' 24,03"E	
L8	STA: 304+98,44 N: 1074472,44 E: 2760409,37	STA: 307+67,22 N: 1074262,97 E: 2760240,95				268,78		S38° 47' 57,25"W	

STATE OF MISSOURI
DALE E. MUELLER
NUMBER E-25987
REGISTERED PROFESSIONAL ENGINEER
12/30/21

WSP USA INC.
300 WYANDOTTE ST.
SUITE 200
KANSAS CITY, MO 64105
T: 816-702-4300

CITY OF KANSAS CITY, MISSOURI
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PERIMETER FENCE UPGRADES

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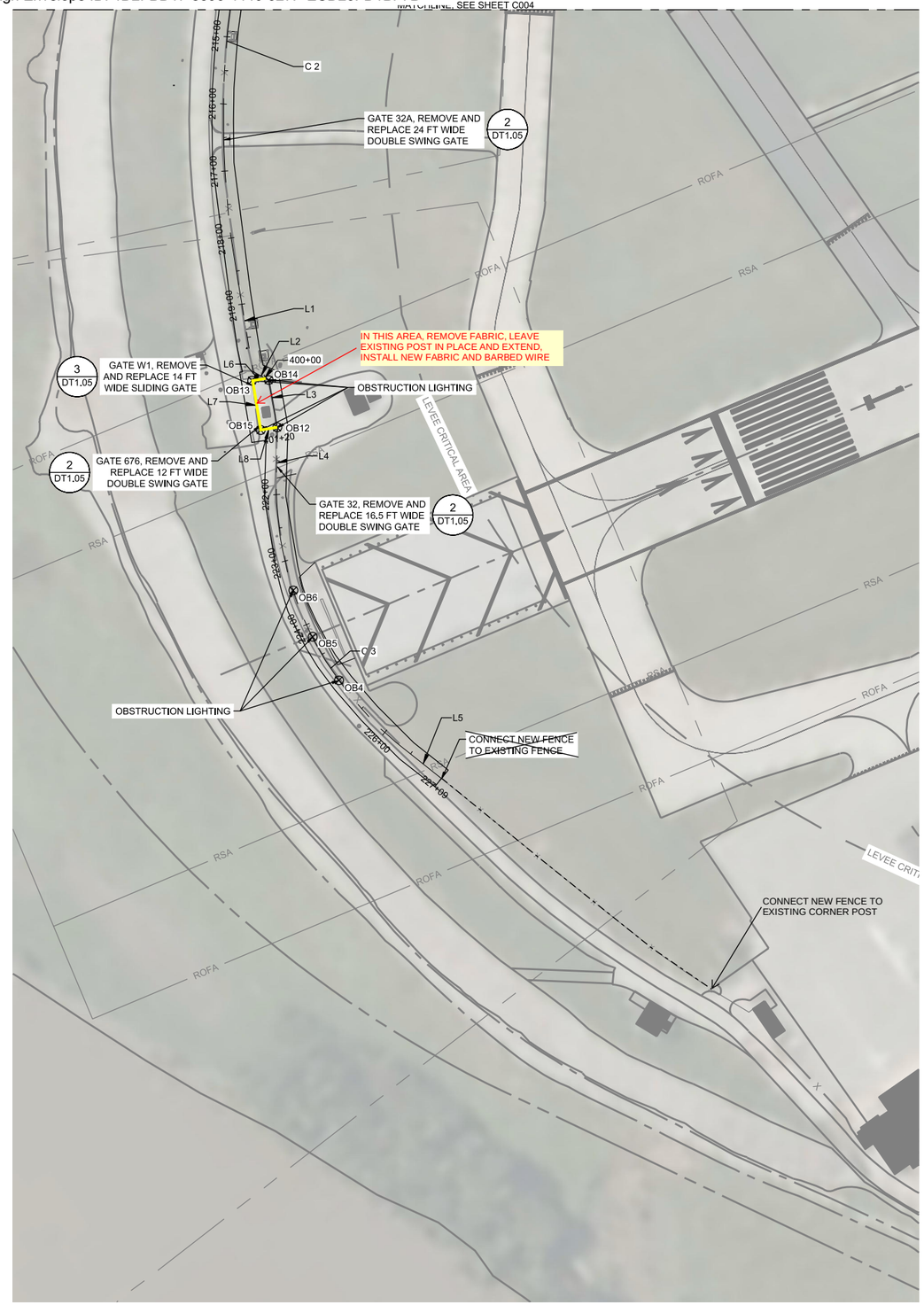
REVISIONS NO.	DATE	BY	DESCRIPTION	APP'D	REVISIONS NO.	DATE	BY	DESCRIPTION	APP'D

SHEET 11 OF 20

Design	Drawn	Consultant Project No.	Aviation Project No.
SKV	SKV	30900332A	62210538
Check	Rev.	Dwg Date	Dwg. No.
DEM		12/30/2021	C004
Project Type			Submittal
REHABILITATION			RELEASED FOR BID

SCALE (S) AS NOTED ON THIS SHEET ARE BASED ON A FULL SIZE 22 X 34 SHEET.

FILE NAME: c:\bms\wsp-pb-us-pw-02\wsp__shanka.das\d028927\30900332a-c002-c005.dwg
PLOT DATE: Aug 31 , 2021 - 10:01AM



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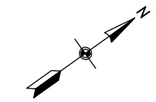
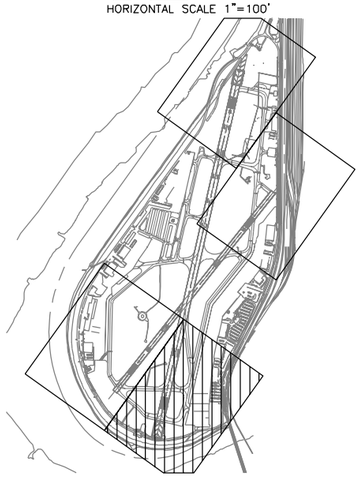


0 50' 100' 200'
HORIZONTAL SCALE 1"=100'



KEY MAP

PR-FENCE-SEGMENT-3D

ID	POB	POE	PC	PI	PT	LENGTH	RADIUS	BEARING	Δ ANGLE
L6	STA: 400+00,00 N: 1073241,34 E: 2761218,97	STA: 400+19,73 N: 1073223,35 E: 2761210,86				19,73		S24° 17' 28,53"W	
L7	STA: 400+19,73 N: 1073223,35 E: 2761210,86	STA: 400+94,63 N: 1073191,15 E: 2761278,48				74,90		S64° 32' 20,25"E	
L8	STA: 400+94,63 N: 1073191,15 E: 2761278,48	STA: 401+19,63 N: 1073213,50 E: 2761289,69				25,00		N26° 38' 34,51"E	
L1	STA: 218+48,35 N: 1073299,82 E: 2761062,90	STA: 220+02,23 N: 1073232,60 E: 2761201,32				153,88		S64° 05' 55,75"E	
L2	STA: 220+02,23 N: 1073232,60 E: 2761201,32	STA: 220+28,25 N: 1073244,14 E: 2761224,64				26,02		N63° 39' 54,83"E	
L3	STA: 220+28,25 N: 1073244,14 E: 2761224,64	STA: 221+00,16 N: 1073213,50 E: 2761289,69				71,91		S64° 46' 33,88"E	
L3	STA: 200+00,00 N: 1074806,11 E: 2760129,14	STA: 204+77,22 N: 1074335,81 E: 2760210,15				477,22		S09° 46' 24,78"E	
L4	STA: 221+00,16 N: 1073213,50 E: 2761289,69	STA: 221+77,69 N: 1073167,39 E: 2761352,02				77,52		S53° 30' 32,11"E	
L5	STA: 226+38,50 N: 1073089,50 E: 2761789,82	STA: 227+08,78 N: 1073109,24 E: 2761857,27				70,28		N73° 41' 10,13"E	

STATE OF MISSOURI
DALE E MUELLER
NUMBER E-25987
LICENSED PROFESSIONAL ENGINEER

12/30/21

FILE NAME: c:\bms\wsp-pb-us-pw-02\wsp__shanka.das\d0289279\30900332a-c002-c005.dwg
PLOT DATE: Aug 31 . 2021 - 10:02AM

WSP USA INC.
300 WYANDOTTE ST.
SUITE 200
KANSAS CITY, MO 64105
T: 816-702-4300

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT

CHARLES B. WHEELER
DOWNTOWN AIRPORT (MKC)

PERIMETER FENCE UPGRADES

KANSAS CITY MISSOURI

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW. IT SHALL NOT BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING.

FENCE REPLACEMENT SITE PLAN

REVISIONS NO.	DATE	BY	DESCRIPTION	APP'D

REVISIONS NO.	DATE	BY	DESCRIPTION	APP'D

SHEET 12 OF 20

Design SKV	Drawn SKV	Consultant Project No. 30900332A	Aviation Project No. 62210538
Check DEM	Rev.	Dwg Date 12/30/2021	Dwg. No. C005
Project Type REHABILITATION			Submittal RELEASED FOR BID

SCALE (S) AS NOTED ON THIS SHEET ARE BASED ON A FULL SIZE 22 X 34 SHEET.

Set PK Nail at point and at least 2 offset points to the north northwest on the pavement that will remain in place
N 1074370.35
E 2760205.62

Set PK Nail, see EX A & EX B

Full depth sawcut on Lease Line, typ.

FUEL TANKS

EXISTING FENCE TO REMAIN IN PLACE

LEASE LINE (PER CADD DRAWING)

PROPOSED FENCE

3'

Set PK Nail, at approx mid point see EX A & EX B

EXISTING FENCE TO-BE-REMOVED

Pavement to be removed between existing fence and Lease Line

Set PK Nail, see EX A & EX B

Fence to be located on Lease Line in this area, sawcut on Lease Line

Set PK Nail, see EX A & EX B

Set PK Nail, at approx mid point see EX A & EX B

Set PK Nail, see EX A & EX B

TIE IN AT EXISTING CORNER POST

3'

Area to be removed from lease

3'

N 1074413.55
E 2760324.03
Set PK Nail at point and at least 2 offset points to the north northwest on the pavement that will remain in place

N 1074490.96
E 2760354.83
Set PK Nail at point and at least 2 offset points to the north northwest on the pavement that will remain in place

PROPOSED TAXIWAY OBJECT FREE AREA

TOFA

85.5'

PROPOSED TAXIWAY CENTERLINE

PROPOSED TAXIWAY L

510-FT OFFSET FROM RUNWAY 3-21

0 20' 40'

CMT

CITY OF KANSAS CITY, MISSOURI
AVIATION DEPARTMENT

CHARLES B. WHEELER DOWNTOWN AIRPORT

30% DESIGN SUBMITTAL

EXTENSION OF TAXIWAY L

CITY OF FOUNTAINS HEART OF THE NATION
KANSAS CITY MISSOURI

FUEL AREA DETAIL

REVISIONS								
DATE	BY	DESCRIPTION	APP'D	NO.	DATE	BY	DESCRIPTION	APP'D

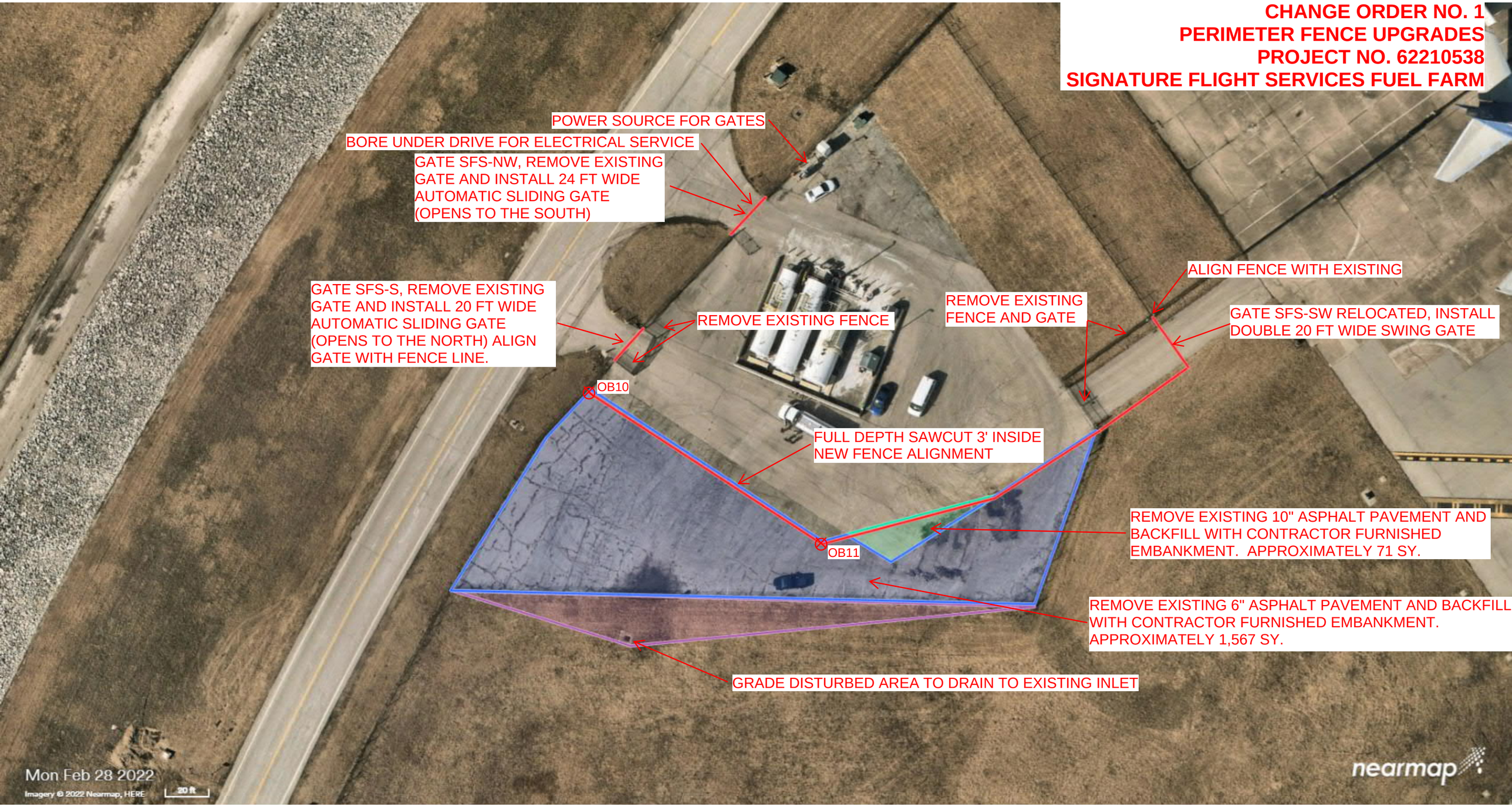
SHEET OF

Design	Drawn	Consultant Project No.	Aviation Project No.
WLC	EMM	22004227	XXXXXXX
Check	Rev.	Dwg Date	Dwg. No.
TGH	TCS	AUGUST 16, 2022	EX 4.5

Project Type
AIRSIDE REHABILITATION

FILE LOCATION: K:\KansasCityAvDept\22004227-00_MKCLIMA\Draw\Sheets\Ex 4.5 Fuel Site Detail.dwg

CHANGE ORDER NO. 1
PERIMETER FENCE UPGRADES
PROJECT NO. 62210538
SIGNATURE FLIGHT SERVICES FUEL FARM



Perimeter Fence Upgrades
Project No. 62210538
Change Order No. 1

Additional information for Automatic Sliding Gates.

1. Contractor to submit sketches and shop drawings showing power feeds, controller, and safety detection loop layouts to WSP for approvals.
    a. Safety detection loops shall be located on both sides of each gate.
2. Gate operators shall be controlled by a “garage door” opener remote.
    a. Each gate shall operate independently from each other.
    b. Provide 6 2-button “garage door” opener remotes. Each button controls 1 gate.
3. Contractor to verify conduit size and wire gage necessary for the power to the gate operators.
4. Circuit Connect to Fuel Farm panel includes necessary breakers in the existing panel for gate power, rigid conduit from panel down to the ground to connect to underground conduit.

Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. N/A.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. The material is to be wasted off airport property.

c. Repair or removal of Base, Subbase, and/or Subgrade. N/A.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. N/A

101-3.3 Removal of Foreign Substances/contaminates prior to overlay. N/A

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. N/A

b. Asphalt pavement repair. N/A

101-3.5 Cold milling. N/A

a. Patching. N/A.

b. Profiling, grade correction, or surface correction. N/A.

c. Clean-up. N/A

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. N/A

101-3.7 Maintenance. N/A.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. N/A.

101-3.8.1 Removal of Existing Joint Sealant. N/A.

101-3.8.2 Cleaning prior to sealing. N/A.

101-3.8.3 Joint sealant. N/A.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. N/A.

101-3.9.1 Preparation of Crack. N/A.

101-3.9.2 Removal of Existing Crack Sealant. N/A.

101-3.9.3 Crack Sealant. N/A.

101-3.9.4 Removal of Pipe and other Buried Structures. N/A

METHOD OF MEASUREMENT

101-4.1 Pavement removal. The unit of measurement for pavement removal shall be the number of square yards removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.1	Pavement Removal – 6” - per square yard
Item P 101-5.2	Pavement Removal – 10” - per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature.

b. Borrow excavation. Borrow excavation shall consist of approved material required for the construction of embankments or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas outside the airport boundaries.

152-1.3 Unsuitable excavation. Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches (100 mm), to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in the top 6 inches (150 mm) of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting shall not be allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes **as** shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

a. Selective grading. When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. N/A.

c. Over-break. N/A

d. Removal of utilities. N/A.

152-2.3 Borrow excavation. There are no borrow sources within the boundaries of the airport property. The Contractor shall locate and obtain borrow sources, subject to the approval of the RPR. The Contractor shall notify the RPR at least 15 days prior to beginning the excavation so necessary measurements and tests can be made by the RPR. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant.

152-2.4 Drainage excavation. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top **[** 12 inches (300 mm) **]** of subgrade shall be compacted to not less than **[** 100 % **]** of maximum density for non-cohesive soils, and **[** 95% **]** of maximum density for cohesive soils as determined by ASTM **[___]**. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.6 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or

scarifying to a minimum depth of 6 inches (150 mm) and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches (300 mm) and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 Formation of embankments. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches (150 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within ±2% of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The RPR will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D698. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the RPR for every **[3,000]** square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches (100 mm) which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The RPR shall perform all density tests. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches (100 mm) in their greatest dimensions will not be allowed in the top 12 inches (300 mm) of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet (60 cm) in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet (1.2 m) below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for contractor furnished embankment.

152-2.9 Proof rolling. N/A

152-2.10 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of **[** 12 inches (300 mm) **]** and to a density of not less than **[** 100 **]** percent of the maximum dry density as determined by ASTM D698. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches (300 mm) and to a density of not less than **[** 95 **]** percent of the maximum density as determined by ASTM D698.

The material to be compacted shall be within ±2% of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the ¾ inch (19.0 mm) sieve, follow the methods in ASTM D698 Tests for moisture content and compaction will be taken at a minimum of **[___]** S.Y. of subgrade. All quality assurance testing shall be done by the RPR.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

a. Smoothness. The finished surface shall not vary more than +/- ½ inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +/- 0.05 feet (15 mm) of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to placed, grade shall not vary more than 0.10 feet (30 mm) from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard (cubic meter) shall be computed by the average end areas of design cross sections. The end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by cross-sections shown on the plans, subject to verification by the RPR.

152-3.2 The quantity of embankment in place shall be the number of cubic yards (cubic meters) measured in its final position.

152-3.3 The quantity for site grading shall be the number of square yards graded. This shall be the area beyond the original limits of existing pavement (prior to removal) and the area inlet. This area shall be graded for positive drainage.

BASIS OF PAYMENT

152-4.1 For embankment in place, payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152-4.1	Contractor Furnished Embankment in place - per cubic yard
Item P-152-4.2	Site grading – per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66	Design and Construction of Airport Pavements on Expansive Soils

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PART III - FEDERAL CONTRACT PROVISIONS FOR

Non-AIP Funded Contracts

Application of References:

"**Contractor**" means any party to this agreement other than the Owner, including without limitation the prime contractor. "Subcontractor" means all subcontractors under contract with the Contractor.

Sec. A. Civil Rights General. The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules asare promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through thecompletion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Sec. B. Civil Rights – Title VI Solicitation Notice. The Kansas City Aviation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Sec. C. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees, and successorsin interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes Consultants) 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 madea part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin 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 discriminationprohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFRPart 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In allsolicitations, either by competitive bidding, or negotiation made by the Contractor for workto be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports requiredby the Acts, the Regulations, and 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 Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsoror the Federal Aviation Administration, as appropriate, and will set forth what efforts it hasmade to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non- discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, butnot limited to:
    a. Withholding payments to the Contractor under the contract until the Contractorcomplies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six 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 asthe Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomesinvolved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect theinterests of the Sponsor. In addition, the Contractor may request the United States to enterinto the litigation to protect the interests of the United States.

Sec. D. Title VI List of Pertinent Nondiscrimination Acts And Authorities. During the performance of this contract, the Contractor, for itself, its assignees, and successorsin interest (hereinafter referred to as the "Contractor") 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 U.S.C. § 2000d et seq., 78 stat. 252), (prohibitsdiscrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department ofTransportation—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 beenacquired 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibitsdiscrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended,(prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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 contractors, whether such programs or activities are Federallyfunded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportationsystems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37and 38;
- The Federal Aviation Administration's Non-discrimination 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, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minorityand 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 to 74100);
- 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).

Sec. E. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force andeffect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and childlabor standards

for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation.The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Sec. F. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitorits compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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Sec. G. Right to Amend. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

Sec. H. Immigration and Control Act of 1986. Contractor understands and acknowledges the applicability of the IRCA to it. Contractor agrees to comply with the provisions of IRCA as it applies to its activities under this Contract and to permit the City to inspect its personnel records to verify such compliance.

Sec. I. Additional Records Requirements. In addition to the requirements related to Records in Part II of this Contract, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives shall have a right to examine or audit all Records and Contractor shall provide access to them of all Records upon ten (10) days written notice.

Sec. J. Restricted Areas/Safety. Contractor will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Contractor shall fully comply specifically with 49 CFR Part 1540 – Civil Aviation Security; 49 CFR Part 1542 – Airport Security; 49 CFR Part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Contractor is an air carrier); and 49 CFR Part 1546 – Foreign Air Carrier Security (if Contractor is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 1542. Contractor agrees to be bound by and follow the Airport Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 1542. In the event Contractor, its officer, employees, invitees or Contractors cause or contribute to unauthorized persons or vehicles entering the air operations

areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Contractor in writing of any claimed violations so as to permit Contractor an opportunity to participate in any investigation or proceedings.