



KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59TH STREET | ROOM 370 \ KANSAS CITY, KS 66104

WEB SITE: WWW.KCKPS.ORG/PURCHASING

DEMOLITION OF FACILITY AT 5604 STATE AVENUE

BID No: IFB 17-047 ISSUE DATE: DECEMBER 13, 2017

Kansas City Kansas Public Schools will receive sealed bids, on this form at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **2:00 PM., January 3, 2018**, at which time bids received will be publicly opened and read, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

Contact/Technical Contact:

Wayne C. Correll, Purchasing Manager | (913) 279-2270 | eMail: wayne.correll@kckps.org

BID INSTRUCTIONS:

FAXED BIDS WILL NOT BE ACCEPTED / EMAILED BIDS WILL NOT BE ACCEPTED.

Per attached specifications listed in this invitation to bid. Bidders must specify unit price on services/rates/deliverables on the Bid Form or bid may be determined to be non-responsive.

- Pricing shall be FOB Kansas City, KS (All freight and fuel charges must be included in the bid price).
- Award will be to ONE contractor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- The outcome of this bid will be posted on the District's Purchasing site www.kckps.org/purchasing under Awards Section and will include a bid tabulation/summary.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.

Pre-Bid Meeting

- **A pre-bid meeting for bidders will be held at 10:00 A.M. on December 19, 2017. 5604 State Avenue, Kansas City, Kansas 66102 (Former Ranch Bowl)**
- A "walk-thru" to all review of the project area will follow the Pre-Bid meeting. Attendance

at the Pre-Bid Meeting is mandatory.

Bid Security

- **Bid Bond:** Bid security shall be submitted with each bid in the amount of five percent (5%) of the bid amount. No bids may be withdrawn for a period of sixty (60) days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.
- **Payment & Performance Bond:** Bidder agrees to furnish a Payment & Performance Bond, in the amount of 100% (one hundred percent) of total contract value after receipt of contract.

Prevailing Wage

- Prevailing Wage IS NOT required.

See Attachment C for Additional Terms & Conditions

Demolition of the 5604 State Avenue
Kansas City, Kansas Public Schools USD 500

SECTION 02050 - SEQUENCE OF CONSTRUCTION PART

1 - GENERAL

1.1 Summary

- A. The work covered by this section consists of coordination of the work with Owner. Demolition of the existing structure, site work, utilities and paving shall be as shown on the Contract Documents.

1.2 Coordination of Work

- A. The Contractor shall be solely responsible for coordination of all work related efforts during the demolition of the structure, site and sub-surface items. Minor adjustments in the "Sequence of Construction" shall be permitted to accommodate the overall project objectives and schedule.

1.3 Intent

- A. This sequence of construction is intended to generally direct the order of work in a manner which provides for the demolition on the existing site. The Contractor shall observe this sequence of construction in order to cause minimum hardship to the Owner.
- B. Prior to commencing work, each prime contractor and subcontractor shall have the opportunity to request a variance from the sequence of construction which shall be subject to approval by the Owner in writing.
- C. Adjustments to the sequence of construction during construction must be approved in writing by the Owner prior to proceeding with further work.

1.4 Equipment and Material Scheduling

- A. Ordering equipment and materials for delivery dates which coincide with the sequence of construction shall be the responsibility of the contractors and subcontractors.

1.5 Existing Utilities

- A. The Contractor shall provide for all necessary temporary relocation and maintenance of all existing utilities which are currently in use.

1.6 Pre-Bid Conference Site Visit Required

- A. The Contractor shall visit the site prior to the bid date for the purpose of verifying the actual location of the utilities to be removed or relocated with the information shown on the drawings. If the Contractor is of the opinion a discrepancy exists between drawings and actual conditions, he shall notify the Owner's office at once.
- B. Please note that all Bidders **MUST** attend the Pre-Bid Conference and facility tour.

1.7 No Extra Temporary Utility Relocation Charges

- A. No extra charges will be permitted for any utility temporary relocation problems the Contractor might encounter which are not reflected on the drawings, without notification to the Owner before the bid date, and approval by the Owner based on the Owner's evaluation of the problem at hand.

1.8 Sequence of Construction

- A. Work as shown on the Contract Documents shall proceed in the following sequence. Coordinate this work with the Owner and perform in a manner that will not interrupt the use of the area by the School District.
 - 1. Initiate site protection and erosion control measures.
 - 2. Remove, cap or relocate site utilities.
 - 3. Provide interior demolition.
 - a. The Demolition Contractor shall be solely and completely responsible for properly handling any items not abated by the Owner.
 - 4. Demolition of the structure.
 - 5. Demolition of site work and site structures.
 - 6. Cleanup site and surrounding areas.
- B. Save all trees as noted on the Contract Documents and protect them throughout the demolition work.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

Not Applicable

END OF SECTION

Demolition of 5604 State Avenue
Kansas City, Kansas Public Schools USD 500

SECTION 02100 - DEMOLITION AND PROTECTIVE MEASURES PART 1

GENERAL

1.1 Summary

- A. The work herein includes, but is not limited specifically to, furnishing all labor, materials and equipment necessary to perform all wrecking, demolition, removal, haul-off and/or salvage required to remove the designated portions of the existing structure, asphalt parking, sidewalks and concrete surfaces. Disposal of debris and shoring required to remove all equipment and building materials, etc., as necessary for disposal regulations, or as required, shall be provided complete.
- B. The structure selected demolition shall commence on a schedule agreed to by the Owner and Contractor.
- C. The Owner reserves rights of ownership to any furniture, equipment or Structure components as he may desire, including those of historic nature. The remainder of structure, equipment and furniture shall be demolished and removed.
- D. The Contractor shall have the right to salvage, except, all Kansas City Kansas School District inventory tags or identifications and control boards and actuators from the structure, also miscellaneous parts from the boilers, chillers, RTU's and AHU's shall be removed before any resale or trade.
- E. The Contractor shall be responsible for all required permits and fees.
- F. The Contractor shall abide by all laws and ordinances.
- G. Use of explosives will NOT be permitted.
- H. Burning of any debris, trees or rubbish will NOT be permitted.

1.2 Methods

- A. Methods used in wrecking shall be in accordance with all ordinances and requirements of the local authorities, and in all cases assure the safety of persons, adjoining properties and Structures. The Contractor shall exercise care and caution in the removal of existing construction to avoid disruption to surrounding materials.
- B. Debris shall be removed from the site avoiding excessive accumulation, and shall be removed more frequently when the presence of same constitutes a safety, health or fire

hazard.

- C. All work areas and passageways shall be kept clear on a daily basis for workers safety. It shall be the responsibility of each subcontractor to place his rubbish and debris in one pile as designated by the Contractor. The Contractor is responsible for the removal from the structure and site.

1.3 Responsibilities

- A. Mechanical, Plumbing, Sprinkler, and Electrical subcontractors shall be responsible for demolition work required and general removal of their respective systems, in the building and on the site.

1.4 Submittals

- A. Submit outline data describing procedures anticipated for the following:
 1. Proposed dust-control measures.
 2. Proposed noise-control measures.
 3. Schedule of demolition activities indicating the following:
 - a. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
 - b. Dates of shut-off, capping, and continuation of utilities services.
 4. Record drawings at project closeout in accordance to Division 1 - Section "Contract Closeout".
 - a. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions which remain after demolition activities are concluded.
 5. Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.5 Quality Assurance

- A. Demolition firm qualifications: Engage an experienced firm that has successfully completed demolition work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having

jurisdiction.

- C. Pre-demolition Conference: Conduct conference at project site to comply with pre-installation conference requirements of Division 1 Section - Project Meetings.

1.6 Project Conditions

- A. Structure to be demolished will be vacated and the use discontinued before start of work.
- B. Owner assumes no responsibility for actual condition of structure to be demolished.
 - 1. Conditions existing at time of inspection for bidding purposes will be maintained by Owner as far as practical.
 - 2. Asbestos will be removed by the Contractor before demolition, or during demolition in accordance with NESHAPS rules.
 - a. Questions regarding Asbestos may be directed to Mr. Kevin Sanderson with the School District. Mr. Sanderson's telephone number is (913) 208-1228.

PART 2 - EXECUTION

2.1 Examination

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. Survey the condition of the structure to determine whether removing any element might result in a structural deficiency or unplanned collapse of the structure or any portion of the structure during the demolition.
- E. Perform surveys as the work progresses to detect hazards resulting from demolition activities.

2.2 Utility Services

- A. Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or operating facilities, except with authorization, in writing, by the Owner. Provide temporary services during

interruptions to existing utilities, as acceptable to Owner and to governing authorities. Provide not less than 48-hours' notice to the Owner if shutdown of service is required during changeover.

2. Utility Requirements: Locate, identify, and properly disconnect, seal or cap off any utility services discovered serving structures to be demolished prior to start of demolition activities.
3. Arrange to shut off utilities with utility companies, including all below grade utilities.

2.3 Pollution Controls

- A. Use water mist pre-wetting, temporary enclosures, and/or other suitable methods to limit the spread of dust and dirt during demolition and haul-off operations. Comply with governing environmental protection regulations and requirements of the School District.
 1. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level.

2.4 Demolition

- A. Building Demolition: Demolish areas completely and remove from the site. Use methods required to complete work within limitations of governing regulations and as follows:
 1. Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 2. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 3. Demolish concrete and masonry as required to create least disruption to the neighborhood.
 4. Remove structural framing members and lower to ground by method suitable to minimize free fall and ground impact or dust generation.
 5. Remove air-conditioning equipment without releasing refrigerants.
- B. Below-Grade Construction: Demolish foundation walls, footings, vaults, and other below

grade buildings as follows:

1. Completely remove below-grade construction, including foundation walls, footings, and site improvements and utility lines associated with the building being areas demolished, if no longer in use.
 - a. The Demolition Contractor shall be responsible for removal of all below grade items, regardless of depth below finish grades. Additionally, the Demolition Contractor shall excavate an additional 24-inches and replace said materials within the building(s) footprint to make sure all potential existing structures are removed during demolition of the building. Fill materials shall be provided, as required, to achieve proper grades as outlined on the rough grading plan required of the Demolition Contractor.
 - b. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.

2.5 Shoring (if required)

- A. The Contractor shall properly shore-up all existing work requiring temporary support caused by removal of present construction work. Such shoring shall be of a character and strength as to properly support the work during demolition operations. Full responsibility for the successful shoring and removal shall be upon the Contractor, and any damage resulting from these operations shall be repaired, without additional compensation to the satisfaction of the Owner.
- B. Shoring design shall be provided by a registered engineer licensed to practice engineering in the State of Kansas.

2.6 Salvage and Rubbish

- A. Salvage and rubbish from the demolition operations shall become the property of the Contractor and shall be promptly removed from the site.
- B. The Owner's shall remove all items he desires for salvage prior to the start of demolition work and the Contractor shall not be responsible for transport of Owner salvage.

2.7 Disposal of Materials

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Disposal: Transport demolished materials off Owner's property and legally dispose of them.
 - a. The Demolition Contractor shall properly dispose of all materials removed from

this project. Hazardous materials shall be disposed of in a licensed and environmentally approved dump site for said materials, with final destination and dates of disposal with signatures for receipts of waste materials from the licensed representative of the waste disposal company.

2.8 Backfill and Finish Grade

- A. After removal of footings, utilities and underground construction, rock and debris, dress the excavation and prepare the base flat to receive clay soil backfill.
- B. Backfill, topsoil and landscaping shall follow applicable sections in these specifications.

2.9 Completion of Work

- A. Existing streets, roads, walks or property defaced or damaged by demolition operations, shall be restored and refinished to their original conditions.

END OF SECTION

SECTION 02230 - SITE CLEARING PART

1 - GENERAL

1.1 Summary

- A. Section Includes:
 - 1. Protecting existing vegetation to remain.
 - 2. Removing existing vegetation.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above- and below-grade site improvements.
 - 6. Disconnecting, capping or sealing site utilities.
 - 7. Temporary erosion- and sedimentation-control measures.

1.2 Material Ownership

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 Project Conditions

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store as directed by the Owner.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- E. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

PART 2 - PRODUCTS**2.1 Materials**

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 02300 "Earthwork."

PART 3 - EXECUTION**3.1 Preparation**

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 Existing Utilities

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.

- 3.3** Remove underground utilities as indicated on the construction drawings and in accordance with utility company requirements.

3.4 Site Improvements

- A. Remove existing above-grade and below-grade improvements as indicated on the construction drawings.

3.5 Disposal of Surplus and Waste Materials

- A. Remove demolished materials and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 02230

SECTION 02300 – EARTHWORK

PART 1 – GENERAL

1.1 Summary

- A. Section includes:
 - 1. Preparing and grading subgrades for slabs-on-grade, walks, pavements, and landscaping.
 - 2. Excavating and backfilling for buildings and structures.
 - 3. Excavating and backfilling trenches within building lines.
 - 4. Excavating and backfilling for underground utilities and appurtenances.
 - 5. Compaction control and testing.
 - 6. Finish grading including placing and preparing topsoil for lawns.

1.2 Definitions

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Excavation consists of the removal of material encountered to subgrade elevations and to lines and dimensions indicated.
- C. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below building slabs, pavements, granular fill, or topsoil materials.
- D. Borrow: Satisfactory soil material imported from off-site for use as fill or backfill from excavations.
- E. Rock: All rock will be unclassified.
- F. Granular Fill: Course of washed granular material supporting slab-on-grade placed to cut off upward capillary flow of pore water.
- G. Over-excavation: Authorized removal of materials beyond indicated subgrade elevations or dimensions.
- H. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Owner. Unauthorized excavation, as well as remedial work directed by the Owner, shall be at the Contractor's expense.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.
- J. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within building lines.
- K. Structural Fill: Fill material that supports a structure or pavement.

1.3 References

- A. ASTM D 698: Moisture-density relations of soils and soil-aggregate mixtures using 5.5-pound (2.49-kg) rammer and 12-inch (305-mm) drop.
- B. ASTM D 1557: Moisture-density relations of soils and soil-aggregate mixtures using 10-pound (4.54-kg) rammer and 18-inch (457-mm) drop.
- C. ASTM D 2049: Determining the relative density of cohesion less soils by utilizing the vibratory for compaction.
- D. ASTM D 4253: Maximum index density and unit weight of soils using a vibratory table.
- E. ASTM D 4254: Minimum index density and unit weight of soils and calculation of relative density.

1.4 Scheduling

- A. Commencement: Notify the testing laboratory and/or Soils Engineer at least seven days in advance of the expected date of commencement of fill replacement. Coordinate times of soil testing and inspection to allow efficient fill placement operations and effective and efficient soil density testing and inspection.
- B. Delays: Notify the testing laboratory and/or Soils Engineer of any unexpected delays of fill placement due to inclement weather or equipment breakdown to minimize unnecessary trips to the site.
- C. Placement of fill material without proper density testing and inspection may necessitate removal and replacement of untested fill at the Contractor's expense.

1.5 Quality Assurance

- A. Codes and Standards: Perform earthwork complying with requirements of authorities having jurisdiction. Acquire permits to haul borrow material over public ways as required by local jurisdiction.
- B. Qualified Testing and Inspection Laboratory: See Division 1 Section "Quality Requirements."

1.6 Project Conditions

- A. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted in writing by the Owner and then only after acceptable temporary utility services have been provided.
 - 1. Provide a minimum 48-hours' notice to the Owner and receive written notice to proceed before interrupting any utility.
 - 2. Contact utility-locator service for area where project is located before excavating.
- B. Do not commence grading operations when low temperatures prohibit placing fill on non-frozen surfaces. When frost depths are minimal, the frozen surface material may be

stripped and stockpiled to allow excavation and placement of non-frozen material. Frozen surface material shall not be used as fill material, but shall be stockpiled until such time as material thaws.

1.7 Work by Others

- A. Field staking of existing public utility locations shall be by the owning utility company. Notify utility companies to locate the utilities prior to any demolition. Utility locations found to conflict with proposed work shall be brought to the immediate attention of the Owner.

PART 2 - PRODUCTS

2.1 Soil Materials

- A. Fill material: Fill material shall be free of large or matted root systems, waste, vegetation, and other deleterious material, trash, demolition debris, frozen material, and rock or gravel over a 3-inch maximum dimension.
 - 1. Fill material shall be obtained from onsite excavations, or shall be hauled to the site from an approved borrow area.
 - 2. Borrow material shall be approved material.
- B. Utility Trench Backfill Material:
 - 1. Backfill shall be approved material placed and compacted in accordance with recognized codes and standards. Backfill shall be reasonably free of roots and other organics, trash, frozen material, and stones larger than 3 inches in diameter. Limit stones to 3/4-inch diameter in backfill to 12 inches above the top of pipes larger than 3 inches in diameter. Limit stones to 3/4-inch diameter for backfill to 4 inches above the top of pipes 3 inches or smaller in diameter.
- C. Topsoil: Organic material free of deleterious material with a pH of 6.0 to 7.0. Maximum soluble salts shall be 500 ppm. Volume of stones, cinders, slag, or extraneous material shall not exceed five percent. Obtain topsoil from an offsite borrow area selected by the Contractor and approved by the Soils Engineer.
- D. Topsoil shall be obtained from stockpiles.

2.2 Accessories

- A. Utility Trench Shoring Material: Wood timber or steel sheet piling with cross members and braces to meet local and Federal codes or other governmental requirements. Where shoring material must be left in place, use steel sheet piling or pressure creosoted timber sheet piling.

PART 3 - EXECUTION

3.1 Preparation

- A. Maintain vehicular and pedestrian traffic circulation in all public rights-of-way as directed by the City Traffic Engineer. Furnish, place, and maintain sufficient flags, flares, barricades, and signage to provide proper safety to the public.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways according to requirements of EPA 832/R-92-005 and requirements of authorities having jurisdiction. Coordinate grading operations to minimize the areas susceptible to erosion for the minimum amount of time. Restrict traffic to designated corridors by installing fences or other suitable barriers to keep traffic off vegetative filter strips and from below the drip line of trees. Install temporary culverts at drainage ways where traffic must cross. Remove temporary culvert when no longer required.
- D. Adjust moisture content of excavated material to within recognized tolerances prior to installing fill.

3.2 Dewatering

- A. Prevent surface water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

3.3 Stability of Excavations

- A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.
- B. Brace, shore, or install other means necessary to protect adjacent structures from movement, settlement, or collapse. Damage resulting from movement shall be repaired at the Contractor's expense.

3.4 General Excavation and Filling

- A. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture-condition or aerate soil and re-compact to required density.
- B. Bench areas to receive fill which have slopes exceeding four horizontal to one vertical.
- C. Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between existing adjacent grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
- D. Rock Excavation: Rip rock. Blasting is NOT permitted.
- E. Perform proof-rolling.

3.5 Excavation for Utility Trenches

- A. Excavate and back-slope trenches as required to prevent slides or cave-ins. Install shoring, where required, to protect pavements or structures or where the depth of the trench makes back-sloping of trench sides impractical. Pile material a sufficient distance from the banks of the trench to avoid overloading, slides, or cave-ins.

3.6 Storage of Soil Materials

- A. Where stockpiling of excavated materials for backfill and fill soil materials, including acceptable borrow materials is necessary, stockpile soil materials without intermixing. Place, grade, and shape and compact surface of stockpiles to drain surface water. Cover to prevent wind-blown dust.
1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.7 General Backfill

- A. Backfill excavations promptly, but not before completing the following:
1. Removal of trash and debris from excavation.
 2. Removal of temporary shoring and bracing, and sheeting.
- B. Place fill and structural fill in successive layers and compact to specified density. by sheep-footing, rolling, or other means approved by the Owner. Place on subgrades free of mud, frost, snow, or ice.
- C. Fill materials should be free of organic or other deleterious material, and have a maximum particle size less than 3 inches in any direction.
- D. Fill material should be placed in loose lifts having a maximum thickness of 8 inches and compacted to 85% of the maximum dry density in accordance with standard Proctor (ASTM D 698) at moisture contents between -2% and +3% of the optimum moisture content.
- E. Backfill material over unsuitable soils (i.e., soft, wet, frozen, thawing, or spongy surface) or during unfavorable weather conditions should be prohibited.

3.8 Backfilling Utility Trenches and Structures

- A. Compact backfill using hand, pneumatic, or mechanical compacting equipment as desired

and preventing damage to the pipe. Compact to specified densities.

- B. Repair settlements and finish top of backfilled trench as specified.

3.9 Finish Grading

- A. Complete rough grading and verify grade elevations to assure conformance with contours and elevations indicated on the Drawings.
- B. Repair settlements and washes.
- C. Grade areas to uniformly smooth surfaces, free from irregular surface changes and areas which pocket water.
- D. The contractor shall seed and mulch the building the building pad and disturbed areas after final grading.
- E. Seeding
 1. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h). Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - a. Do not use wet seed or seed that is moldy or otherwise damaged.
 2. Sow seed at a total rate of 5 to 8 lb. / 1000 sq. ft. (2.3 to 3.6 kg/92.9 sq. m).
 3. Rake seed lightly into top 1/8 inch (3 mm) of soil, roll lightly, and water with fine spray. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre (42 kg/92.9 sq. m) to form a continuous blanket 1.5 inches (38 mm) in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.

3.10 Protection

- A. Protect soils, in building area and within 20 feet of building perimeter, against moisture content increases throughout construction period.

3.11 Field Quality Control

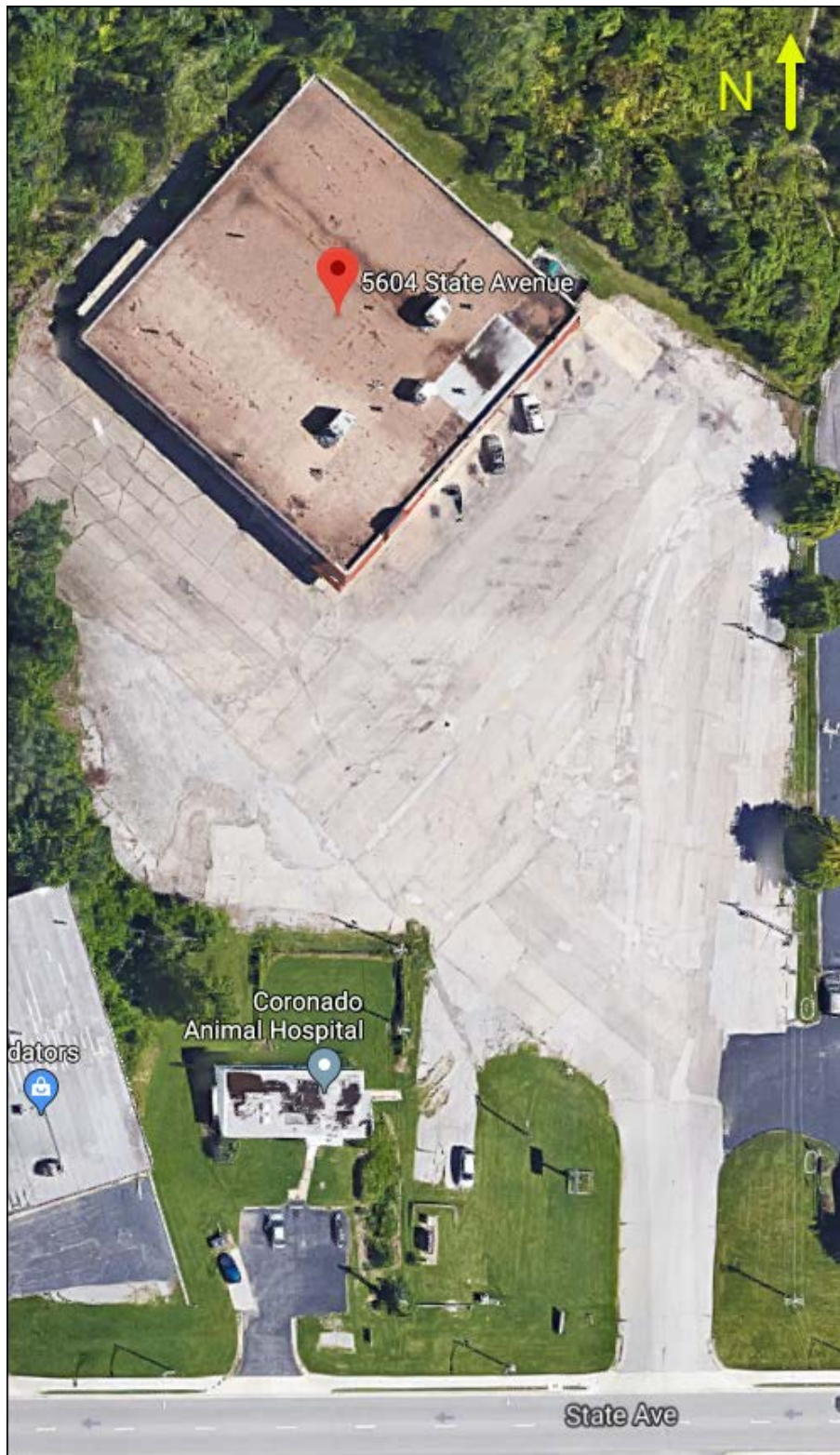
- A. Testing Agency: The Owner will retain and pay for the services of independent testing laboratory to observe performance of the work in connection with excavation, filling and grading, and conduct required tests

3.12 Inspection

- A. The Soils Engineer shall inspect the bottom of over-excavations prior to structural fill placement, bottom of footing excavations, and subgrades for floor slabs and pavement.

END OF SECTION 02300

ATTACHMENT A – SITE AERIAL VIEW



BID SHEET

Schedule of Prices - Razing or Removal of Building

**Former Ranch Bowl
5604 State Avenue
Kansas City, KS 66102**

Bid for Razing and complete removal of Building (School District to Pay Contractor)

\$ _____

Include all cost of Permits/ Utility Costs/ removal and disposal of hazardous waste Removal and Disposal of building and all of its components.

Please note any exceptions to the written specifications:

Acknowledgment and acceptance of the project Schedule: YES _____ NO _____

Our firm will be able to meet with U.S.D. 500 representatives to discuss any questions regarding this bid quotation (Yes/No) _____

Is this quotation valid for the required sixty (60) day term? _____

Designations		If Yes, Please Identify Certified Designation
MBE/WBE/Other Certification Is your firm certified MBE/WBE or Other? (Circle One)>>	Yes / No	

THE UNDERSIGNED, IN COMPLIANCE WITH THE INVITATION FOR BIDS FOR DEMOLITION SERVICES AT THE NOTED LOCATION(S), HAVING EXAMINED THE NOTIFICATION TO BIDDERS AND SPECIFICATIONS AND THE SITE OF THE PROPOSED WORK, AND BEING FAMILIAR WITH ALL THE CONDITIONS SURROUNDING THE PROPOSED WORK, HEREBY PROPOSE TO FURNISH ALL LABOR MATERIALS AND EQUIPMENT, AND TO PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENT AT THE PRICES STATED ABOVE

BY: _____ DATE: _____
 TITLE: _____ FIRM: _____
 PHONE: _____ EMAIL: _____

5604 State Avenue Asbestos Inventory

- Approximately 210 Square Feet of Floor Tile Mastic containing asbestos (Located in Lane Aisles) – Category 1 – Non-Friable

See Attachment B – 40 CFR, Chapter 61, Subpart M National Emission Standard for Asbestos

No other asbestos containing materials have been identified by the District Asbestos testing contractor.

40 CFR, Chapter 61, Subpart M National Emission Standard for Asbestos

§61.140	Applicability.
§61.141	Definitions.
§61.142	Standard for asbestos mills.
§61.143	Standard for roadways.
§61.144	Standard for manufacturing.
§61.145	Standard for demolition and renovation.
§61.146	Standard for spraying.
§61.147	Standard for fabricating.
§61.148	Standard for insulating materials.
§61.149	Standard for waste disposal for asbestos mills.
§61.150	Standard for waste disposal for manufacturing, fabricating, demolition, renovation, and spraying operations.
§61.151	Standard for inactive waste disposal sites for asbestos mills and manufacturing and fabricating operations.
§61.152	Air-cleaning.
§61.153	Reporting.
§61.154	Standard for active waste disposal sites.
§61.155	Standard for operations that convert asbesto-containing waste material into nonasbestos (asbestos-free) material.
§61.156	Cross-reference to other asbestos regulations.
§61.157	Delegation of authority.

61 Subpart M Appendix A Interpretive Rule Governing Roof Removal Operations

61.140 Applicability.

The provisions of this subpart are applicable to those sources specified in 61.142 through 61.151, 61.154, and 61.155.

[55 FR 48414, Nov. 20, 1990]

61.141 Definitions.

All terms that are used in this subpart and are not defined below are given the same meaning as in the Act and in subpart A of this part.

Active waste disposal site means any disposal site other than an inactive site.

Adequately wet means sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

Asbestos means the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

Asbestos-containing waste materials means mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

Asbestos mill means any facility engaged in converting, or in any intermediate step in converting, asbestos ore into commercial asbestos. Outside storage of asbestos material is not considered a part of the asbestos mill.

Asbestos tailings means any solid waste that contains asbestos and is a product of asbestos mining or milling operations.

Asbestos waste from control devices means any waste material that contains asbestos and is collected by a pollution control device.

Category I non-friable asbestos-containing material (ACM) means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy.

Category II non-friable ACM means any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, Section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Commercial asbestos means any material containing asbestos that is extracted from ore and has value because of its asbestos content.

Cutting means to penetrate with a sharp-edged instrument and includes sawing, but does not include shearing, slicing, or punching.

Demolition means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

Emergency renovation operation means a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by non-routine failures of equipment.

Fabricating means any processing (e.g., cutting, sawing, drilling) of a manufactured product that contains commercial asbestos, with the exception of processing at temporary sites (field fabricating) for the construction or restoration of facilities. In the case of friction products, fabricating includes bonding, debonding, grinding, sawing, drilling, or other similar operations performed as part of fabricating.

Facility means any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.

Facility component means any part of a facility including equipment.

Friable asbestos material means any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

Fugitive source means any source of emissions not controlled by an air pollution control device.

Glove bag means a sealed compartment with attached inner gloves used for the handling of asbestos-containing materials. Properly installed and used, glove bags provide a small work area enclosure typically used for small-scale asbestos stripping operations. Information on glove-bag installation, equipment and supplies, and work practices is contained in the Occupational Safety and Health Administration's (OSHA's) final rule on occupational exposure to asbestos (appendix G to 29 CFR 1926.58).

Grinding means to reduce to powder or small fragments and includes mechanical chipping or drilling.

Inactive waste disposal site means any disposal site or portion of it where additional asbestos-containing waste material has not been deposited within the past year.

In poor condition means the binding of the material is losing its integrity as indicated by peeling, cracking, or crumbling of the material.

Installation means any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).

Leak-tight means that solids or liquids cannot escape or spill out. It also means dust-tight.

Malfunction means any sudden and unavoidable failure of air pollution control equipment or process equipment or of a process to operate in a normal or usual manner so that emissions of asbestos are increased. Failures of equipment shall not be considered malfunctions if they are caused in any way by poor maintenance, careless operation, or any other preventable upset conditions, equipment breakdown, or process failure.

Manufacturing means the combining of commercial asbestos-or, in the case of woven friction products, the combining of textiles containing commercial asbestos-with any other material(s), including commercial asbestos, and the processing of this combination into a product. Chlorine production is considered a part of manufacturing.

Natural barrier means a natural object that effectively precludes or deters access.

Natural barriers include physical obstacles such as cliffs, lakes or other large bodies of water, deep and

wide ravines, and mountains. Remoteness by itself is not a natural barrier.

Nonfriable asbestos-containing material means any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, Section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Nonscheduled renovation operation means a renovation operation necessitated by the routine failure of equipment, which is expected to occur within a given period based on past operating experience, but for which an exact date cannot be predicted.

Outside air means the air outside buildings and structures, including, but not limited to, the air under a bridge or in an open air ferry dock.

Owner or operator of a demolition or renovation activity means any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

Particulate asbestos material means finely divided particles of asbestos or material containing asbestos.

Planned renovation operations means a renovation operation, or a number of such operations, in which some RACM will be removed or stripped within a given period of time and that can be predicted. Individual nonscheduled operations are included if a number of such operations can be predicted to occur during a given period of time based on operating experience.

Regulated asbestos-containing material (RACM) means

- (a) Friable asbestos material,
- (b) Category I non-friable ACM that has become friable,
- (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or
- (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Remove means to take out RACM or facility components that contain or are covered with RACM from any facility.

Renovation means altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

Resilient floor covering means asbestos-containing floor tile, including asphalt and vinyl floor tile, and sheet vinyl floor covering containing more than 1 percent asbestos as determined using polarized light microscopy according to the method specified in appendix E, subpart E, 40 CFR part 763, Section 1, Polarized Light Microscopy.

Roadways means surfaces on which vehicles travel. This term includes public and private highways, roads, streets, parking areas, and driveways.

Strip means to take off RACM from any part of a facility or facility components.

Structural member means any load-supporting member of a facility, such as beams and load supporting walls; or any non-load-supporting member, such as ceilings and non-load-supporting walls.

Visible emissions means any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

Waste generator means any owner or operator of a source covered by this subpart whose act or process produces asbestos-containing waste material.

Waste shipment record means the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

Working day means Monday through Friday and includes holidays that fall on any of the days Monday through Friday.

[49 FR 13661, Apr. 5, 1984; 49 FR 25453, June 21, 1984, as amended by 55 FR 48414, Nov. 20, 1990; 56 FR 1669, Jan. 16, 1991; 60 FR 31917, June 19, 1995]

61.142 **Standard for asbestos mills.** (deleted from this document)

61.143 **Standard for roadways.** (deleted from this document)

61.144 **Standard for manufacturing.** (deleted from this document)

61.145 **Standard for demolition and renovation.**

(a) Applicability. To determine which requirements of paragraphs (a), (b), and (c) of this section apply to the owner or operator of a demolition or renovation activity and prior to the commencement of the demolition or renovation, thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos, including Category I and Category II non-friable ACM. The requirements of paragraphs (b) and (c) of this section apply to each owner or operator of a demolition or renovation activity, including the removal of RACM as follows:

- (1) In a facility being demolished, all the requirements of paragraphs (b) and (c) of this section apply, except as provided in paragraph (a)(3) of this section, if the combined amount of RACM is
 - (i) At least 80 linear meters (260 linear feet) on pipes or at least 15 square meters (160 square feet) on other facility components, or
 - (ii) At least 1 cubic meter (35 cubic feet) off facility components where the length or area could not be measured previously.
- (2) In a facility being demolished, only the notification requirements of paragraphs (b)(1), (2), (3)(i) and (iv), and (4)(i) through (vii) and (4)(ix) and (xvi) of this section apply, if

the combined amount of RACM is

- (i) Less than 80 linear meters (260 linear feet) on pipes and less than 15 square meters (160 square feet) on other facility components, and
 - (ii) Less than one cubic meter (35 cubic feet) off facility components where the length or area could not be measured previously or there is no asbestos.
- (3) If the facility is being demolished under an order of a State or local government agency, issued because the facility is structurally unsound and in danger of imminent collapse, only the requirements of paragraphs (b)(1), (b)(2), (b)(3)(iii), (b)(4) (except (b)(4)(viii)), (b)(5), and (c)(4) through (c)(9) of this section apply.
- (4) In a facility being renovated, including any individual nonscheduled renovation operation, all the requirements of paragraphs (b) and (c) of this section apply if the combined amount of RACM to be stripped, removed, dislodged, cut, drilled, or similarly disturbed is
- (i) At least 80 linear meters (260 linear feet) on pipes or at least 15 square meters (160 square feet) on other facility components, or
 - (ii) At least 1 cubic meter (35 cubic feet) off facility components where the length or area could not be measured previously.
 - (iii) To determine whether paragraph (a)(4) of this section applies to planned renovation operations involving individual nonscheduled operations, predict the combined additive amount of RACM to be removed or stripped during a calendar year of January 1 through December 31.
 - (iv) To determine whether paragraph (a)(4) of this section applies to emergency renovation operations, estimate the combined amount of RACM to be removed or stripped as a result of the sudden, unexpected event that necessitated the renovation.
- (5) Owners or operators of demolition and renovation operations are exempt from the requirements of 61.05 (a), 61.07, and 61.09.
- (b) Notification requirements. Each owner or operator of a demolition or renovation activity to which this section applies shall:
- (1) Provide the Administrator with written notice of intention to demolish or renovate. Delivery of the notice by U.S. Postal Service, commercial delivery service, or hand delivery is acceptable.
 - (2) Update notice, as necessary, including when the amount of asbestos affected changes by at least 20 percent.
 - (3) Postmark or deliver the notice as follows:

- (i) At least 10 working days before asbestos stripping or removal work or any other activity begins (such as site preparation that would break up, dislodge or similarly disturb asbestos material), if the operation is described in paragraphs (a) (1) and (4) (except (a)(4)(iii) and (a)(4)(iv)) of this section. If the operation is as described in paragraph (a)(2) of this section, notification is required 10 working days before demolition begins.
- (ii) At least 10 working days before the end of the calendar year preceding the year for which notice is being given for renovations described in paragraph (a)(4)(iii) of this section.
- (iii) As early as possible before, but not later than, the following working day if the operation is a demolition ordered according to paragraph (a)(3) of this section or, if the operation is a renovation described in paragraph (a)(4)(iv) of this section.
- (iv) For asbestos stripping or removal work in a demolition or renovation operation, described in paragraphs (a) (1) and (4) (except (a)(4)(iii) and (a)(4)(iv)) of this section, and for a demolition described in paragraph (a)(2) of this section, that will begin on a date other than the one contained in the original notice, notice of the new start date must be provided to the Administrator as follows:
 - (A) When the asbestos stripping or removal operation or demolition operation covered by this paragraph will begin after the date contained in the notice,
 - (1) Notify the Administrator of the new start date by telephone as soon as possible before the original start date, and
 - (2) Provide the Administrator with a written notice of the new start date as soon as possible before, and no later than, the original start date. Delivery of the updated notice by the U.S. Postal Service, commercial delivery service, or hand delivery is acceptable.
 - (B) When the asbestos stripping or removal operation or demolition operation covered by this paragraph will begin on a date earlier than the original start date,
 - (1) Provide the Administrator with a written notice of the new start date at least 10 working days before asbestos stripping or removal work begins.
 - (2) For demolitions covered by paragraph (a) (2) of this section, provide the Administrator written notice of a new start date at least 10 working days before commencement of demolition. Delivery of updated notice by U.S. Postal Service, commercial delivery service, or hand delivery is acceptable.
 - (C) In no event shall an operation covered by this paragraph begin on a date other than the date contained in the written notice of the new start date.
- (4) Include the following in the notice:

- (i) An indication of whether the notice is the original or a revised notification.
- (ii) Name, address, and telephone number of both the facility owner and operator and the asbestos removal contractor owner or operator.
- (iii) Type of operation: demolition or renovation.
- (iv) Description of the facility or affected part of the facility including the size (square meters [square feet] and number of floors), age, and present and prior use of the facility.
- (v) Procedure, including analytical methods, employed to detect the presence of RACM and Category I and Category II non-friable ACM.
- (vi) Estimate of the approximate amount of RACM to be removed from the facility in terms of length of pipe in linear meters (linear feet), surface area in square meters (square feet) on other facility components, or volume in cubic meters (cubic feet) if off the facility components. Also, estimate the approximate amount of Category I and Category II non-friable ACM in the affected part of the facility that will not be removed before demolition.
- (vii) Location and street address (including building number or name and floor or room number, if appropriate), city, county, and state, of the facility being demolished or renovated.
- (viii) Scheduled starting and completion dates of asbestos removal work (or any other activity, such as site preparation that would break up, dislodge, or similarly disturb asbestos material) in a demolition or renovation; planned renovation operations involving individual nonscheduled operations shall only include the beginning and ending dates of the report period as described in paragraph (a)(4)(iii) of this section.
- (ix) Scheduled starting and completion dates of demolition or renovation.
- (x) Description of planned demolition or renovation work to be performed and method(s) to be employed, including demolition or renovation techniques to be used and description of affected facility components.
- (xi) Description of work practices and engineering controls to be used to comply with the requirements of this subpart, including asbestos removal and waste-handling emission control procedures.
- (xii) Name and location of the waste disposal site where the asbestos-containing waste material will be deposited.
- (xiii) A certification that at least one person trained as required by paragraph (c)(8) of this section will supervise the stripping and removal described by this notification. This requirement shall become effective 1 year after promulgation of this regulation.
- (xiv) For facilities described in paragraph (a)(3) of this section, the name, title, and authority of the State or local government representative who has ordered the demolition, the date that the order was issued, and the date on which the demolition was ordered to

begin. A copy of the order shall be attached to the notification.

- (xv) For emergency renovations described in paragraph (a)(4)(iv) of this section, the date and hour that the emergency occurred, a description of the sudden, unexpected event, and an explanation of how the event caused an unsafe condition, or would cause equipment damage or an unreasonable financial burden.
 - (xvi) Description of procedures to be followed in the event that unexpected RACM is found or Category II non-friable ACM becomes crumbled, pulverized, or reduced to powder.
 - (xvii) Name, address, and telephone number of the waste transporter.
- (5) The information required in paragraph (b) (4) of this section must be reported using a form similar to that shown in Figure 3.
- (c) Procedures for asbestos emission control. Each owner or operator of a demolition or renovation activity to whom this paragraph applies, according to paragraph (a) of this section, shall comply with the following procedures:
- (1) Remove all RACM from a facility being demolished or renovated before any activity begins that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal. RACM need not be removed before demolition if:
 - (i) It is Category I non-friable ACM that is not in poor condition and is not friable.
 - (ii) It is on a facility component that is encased in concrete or other similarly hard material and is adequately wet whenever exposed during demolition; or
 - (iii) It was not accessible for testing and was, therefore, not discovered until after demolition began and, as a result of the demolition, the material cannot be safely removed. If not removed for safety reasons, the exposed RACM and any asbestos-contaminated debris must be treated as asbestos-containing waste material and adequately wet at all times until disposed of.
 - (iv) They are Category II non-friable ACM and the probability is low that the materials will become crumbled, pulverized, or reduced to powder during demolition.
 - (2) When a facility component that contains, is covered with, or is coated with RACM is being taken out of the facility as a unit or in sections:
 - (i) Adequately wet all RACM exposed during cutting or disjoining operations; and
 - (ii) Carefully lower each unit or section to the floor and to ground level, not dropping, throwing, sliding, or otherwise damaging or disturbing the RACM.
 - (3) When RACM is stripped from a facility component while it remains in place in the facility, adequately wet the RACM during the stripping operation.
 - (i) In renovation operations, wetting is not required if:

- (A) The owner or operator has obtained prior written approval from the Administrator based on a written application that wetting to comply with this paragraph would unavoidably damage equipment or present a safety hazard; and
- (B) The owner or operator uses of the following emission control methods:
 - (1) A local exhaust ventilation and collection system designed and operated to capture the particulate asbestos material produced by the stripping and removal of the asbestos materials. The system must exhibit no visible emissions to the outside air or be designed and operated in accordance with the requirements in 61.152.
 - (2) A glove-bag system designed and operated to contain the particulate asbestos material produced by the stripping of the asbestos materials.
 - (3) Leak-tight wrapping to contain all RACM prior to dismantlement.
- (ii) In renovation operations where wetting would result in equipment damage or a safety hazard, and the methods allowed in paragraph (c)(3)(i) of this section cannot be used, another method may be used after obtaining written approval from the Administrator based upon a determination that it is equivalent to wetting in controlling emissions or to the methods allowed in paragraph (c)(3)(i) of this section.
- (iii) A copy of the Administrator's written approval shall be kept at the worksite and made available for inspection.
- (1) After a facility component covered with, coated with, or containing RACM has been taken out of the facility as a unit or in sections pursuant to paragraph (c)(2) of this section, it shall be stripped or contained in leak- tight wrapping, except as described in paragraph (c)(5) of this section. If stripped, either:
 - (i) Adequately wet the RACM during stripping; or
 - (ii) Use a local exhaust ventilation and collection system designed and operated to capture the particulate asbestos material produced by the stripping. The system must exhibit no visible emissions to the outside air or be designed and operated in accordance with the requirements in 61.152.
- (2) For large facility components such as reactor vessels, large tanks, and steam generators, but not beams (which must be handled in accordance with paragraphs (c)(2), (3), and (4) of this section), the RACM is not required to be stripped if the following requirements are met:
 - (i) The component is removed, transported, stored, disposed of, or reused without disturbing or damaging the RACM.
 - (ii) The component is encased in a leak-tight wrapping.
 - (iii) The leak-tight wrapping is labeled according to 61.149 (d) (1) (i), (ii), and (iii) during

all loading and unloading operations and during storage.

- (3) For all RACM, including material that has been removed or stripped:
 - (i) Adequately wet the material and ensure that it remains wet until collected and contained or treated in preparation for disposal in accordance with 61.150; and
 - (ii) Carefully lower the material to the ground and floor, not dropping, throwing, sliding, or otherwise damaging or disturbing the material.
 - (iii) Transport the material to the ground via leak-tight chutes or containers if it has been removed or stripped more than 50 feet above ground level and was not removed as units or in sections.
 - (iv) RACM contained in leak-tight wrapping that has been removed in accordance with paragraphs (c) (4) and (c)(3)(i)(B)(3) of this section need not be wetted.
- (4) When the temperature at the point of wetting is below 0 °C (32 °F):
 - (i) The owner or operator need not comply with paragraph (c) (2) (i) and the wetting provisions of paragraph (c)(3) of this section.
 - (ii) The owner or operator shall remove facility components containing, coated with, or covered with RACM as units or in sections to the maximum extent possible.
 - (iii) During periods when wetting operations are suspended due to freezing temperatures, the owner or operator must record the temperature in the area containing the facility components at the beginning, middle, and end of each workday and keep daily temperature records available for inspection by the Administrator during normal business hours at the demolition or renovation site. The owner or operator shall retain the temperature records for at least 2 years.
- (5) Effective 1 year after promulgation of this regulation, no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management-level person or other authorized representative, trained in the provisions of this regulation and the means of complying with them, is present. Every 2 years, the trained on-site individual shall receive refresher training in the provisions of this regulation. The required training shall include as a minimum: applicability; notifications; material identification; control procedures for removals including, at least, wetting, local exhaust ventilation, negative pressure enclosures, glove-bag procedures, and High Efficiency Particulate Air (HEPA) filters; waste disposal work practices; reporting and recordkeeping; and asbestos hazards and worker protection. Evidence that the required training has been completed shall be posted and made available for inspection by the Administrator at the demolition or renovation site.
- (6) For facilities described in paragraph (a)(3) of this section, adequately

wet the portion of the facility that contains RACM during the wrecking operation.

- (7) If a facility is demolished by intentional burning, all RACM including Category I and Category II non-friable ACM must be removed in accordance with the NESHAP before burning.

(Approved by the Office of Management and Budget under control number 2060-0101) [55 FR 48419, Nov. 20, 1990; 56 FR 1669, Jan. 16, 1991; 58 FR 18014, Apr. 7, 1993]

- 61.146** **Standard for spraying.** (deleted from this document)
- 61.147** **Standard for fabricating.** (deleted from this document)
- 61.148** **Standard for insulating materials.** (deleted from this document)
- 61.149** **Standard for waste disposal for asbestos mills.** (deleted from this document)
- 61.150** **Standard for waste disposal for manufacturing, fabricating, demolition, renovation, and spraying operations.**

Each owner or operator of any source covered under the provisions of 61.144, 61.145, 61.146, and 61.147 shall comply with the following provisions:

- (a) Discharge no visible emissions to the outside air during the collection, processing (including incineration), packaging, or transporting of any asbestos-containing waste material generated by the source, or use one of the emission control and waste treatment methods specified in paragraphs (a) (1) through (4) of this section.
- (1) Adequately wet asbestos-containing waste material as follows:
- (i) Mix control device asbestos waste to form a slurry; adequately wet other asbestos-containing waste material; and
 - (ii) Discharge no visible emissions to the outside air from collection, mixing, wetting, and handling operations, or use the methods specified by 61.152 to clean emissions containing particulate asbestos material before they escape to, or are vented to, the outside air; and
 - (iii) After wetting, seal all asbestos-containing waste material in leak-tight containers while wet; or, for materials that will not fit into containers without additional breaking, put materials into leak-tight wrapping; and
 - (iv) Label the containers or wrapped materials specified in paragraph (a)(1)(iii) of this section using warning labels specified by Occupational Safety and Health Standards of the Department of Labor, Occupational Safety and Health Administration (OSHA) under 29 CFR 1910.1001 (j)(2) or 1926.58 (k)(2)(iii). The

labels shall be printed in letters of sufficient size and contrast so as to be readily visible and legible.

- (v) For asbestos-containing waste material to be transported off the facility site, label containers or wrapped materials with the name of the waste generator and the location at which the waste was generated.
- (2) Process asbestos-containing waste material into non-friable forms as follows:
 - (i) Form all asbestos-containing waste material into non-friable pellets or other shapes;
 - (ii) Discharge no visible emissions to the outside air from collection and processing operations, including incineration, or use the method specified by 61.152 to clean emissions containing particulate asbestos material before they escape to, or are vented to, the outside air.
 - (3) For facilities demolished where the RACM is not removed prior to demolition according to 61.145 (c)(1) (i), (ii), (iii), and (iv) or for facilities demolished according to 61.145 (c)(9), adequately wet asbestos-containing waste material at all times after demolition and keep wet during handling and loading for transport to a disposal site. Asbestos-containing waste materials covered by this paragraph do not have to be sealed in leak-tight containers or wrapping but may be transported and disposed of in bulk.
 - (4) Use an alternative emission control and waste treatment method that has received prior approval by the Administrator according to the procedure described in 61.149 (c)(2).
 - (5) As applied to demolition and renovation, the requirements of paragraph (a) of this section do not apply to Category I nonfriable ACM waste and Category II non-friable ACM waste that did not become crumbled, pulverized, or reduced to powder.
- (a) All asbestos-containing waste material shall be deposited as soon as is practical by the waste generator at:
 - (1) A waste disposal site operated in accordance with the provisions of 61.154, or
 - (2) An EPA-approved site that converts RACM and asbestos-containing waste material into non-asbestos (asbestos-free) material according to the provisions of 61.155.
 - (3) The requirements of paragraph (b) of this section do not apply to Category I non-friable ACM that is not RACM.
 - (b) Mark vehicles used to transport asbestos-containing waste material during the loading and unloading of waste so that the signs are visible. The markings must conform to the requirements of 61.149 (d) (1) (i), (ii), and (iii).
 - (c) For all asbestos-containing waste material transported off the facility site:
 - (1) Maintain waste shipment records, using a form similar to that shown in Figure 4, and include the following information:

- (i) The name, address, and telephone number of the waste generator.
 - (ii) The name and address of the local, State, or EPA Regional office responsible for administering the asbestos NESHAP program.
 - (iii) The approximate quantity in cubic meters (cubic yards).
 - (iv) The name and telephone number of the disposal site operator.
 - (v) The name and physical site location of the disposal site.
 - (vi) The date transported.
 - (vii) The name, address, and telephone number of the transporter(s).
 - (viii) A certification that the contents of this consignment are fully and accurately described by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.
- (2) Provide a copy of the waste shipment record, described in paragraph (d)(1) of this section, to the disposal site owners or operators at the same time as the asbestos-containing waste material is delivered to the disposal site.
- (3) For waste shipments where a copy of the waste shipment record, signed by the owner or operator of the designated disposal site, is not received by the waste generator within 35 days of the date the waste was accepted by the initial transporter, contact the transporter and/or the owner or operator of the designated disposal site to determine the status of the waste shipment.
- (4) Report in writing to the local, State, or EPA Regional office responsible for administering the asbestos NESHAP program for the waste generator if a copy of the waste shipment record, signed by the owner or operator of the designated waste disposal site, is not received by the waste generator within 45 days of the date the waste was accepted by the initial transporter. Include in the report the following information:
- (i) A copy of the waste shipment record for which a confirmation of delivery was not received, and
 - (ii) A cover letter signed by the waste generator explaining the efforts taken to locate the asbestos waste shipment and the results of those efforts.
- (5) Retain a copy of all waste shipment records, including a copy of the waste shipment record signed by the owner or operator of the designated waste disposal site, for at least 2 years.
- (d) Furnish upon request, and make available for inspection by the Administrator, all records required under this section.

- 61.151 Standard for inactive waste disposal sites for asbestos mills and manufacturing and fabricating operations. (deleted from this document)
- 61.152 Air-cleaning. (deleted from this document)
- 61.153 Reporting. (deleted from this document)
- 61.154 Standard for active waste disposal sites.

Each owner or operator of an active waste disposal site that receives asbestos- containing waste material from a source covered under 61.149, 61.150, or 61.155 shall meet the requirements of this section:

- (a) Either there must be no visible emissions to the outside air from any active waste disposal site where asbestos-containing waste material has been deposited, or the requirements of paragraph (c) or (d) of this section must be met.
- (b) Unless a natural barrier adequately deters access by the general public, either warning signs and fencing must be installed and maintained as follows, or the requirements of paragraph (c)(1) of this section must be met.
- (1) Warning signs must be displayed at all entrances and at intervals of 100 m (330 ft) or less along the property line of the site or along the perimeter of the sections of the site where asbestos-containing waste material is deposited. The warning signs must:
- (i) Be posted in such a manner and location that a person can easily read the legend; and
 - (ii) Conform to the requirements of 51 cm 36 cm (20" 14") upright format signs specified in 29 CFR 1910.145 (d)(4) and this paragraph; and
 - (iii) Display the following legend in the lower panel with letter sizes and styles of a visibility at least equal to those specified in this paragraph.

Legend

Asbestos Waste Disposal Site
Gothic or Block.
Do Not Create Dust
Block.
Breathing Asbestos is
Hazardous to Your Health

Notation

2.5 cm (1 inch) Sans Serif,
1.9 cm (3/4 inch) Sans Serif, Gothic or
14 Point Gothic.

Spacing between any two lines must be at least equal to the height of the upper of the two lines.

- (2) The perimeter of the disposal site must be fenced in a manner adequate to deter access by the general public.
- (3) Upon request and supply of appropriate information, the Administrator will determine whether a fence or a natural barrier adequately deters access by the general public.

- (c) Rather than meet the no visible emission requirement of paragraph (a) of this section, at the end of each operating day, or at least once every 24-hour period while the site is in continuous operation, the asbestos-containing waste material that has been deposited at the site during the operating day or previous 24-hour period shall:
- (1) Be covered with at least 15 centimeters (6 inches) of compacted non-asbestos-containing material, or
 - (2) Be covered with a resinous or petroleum-based dust suppression agent that effectively binds dust and controls wind erosion. Such an agent shall be used in the manner and frequency recommended for the particular dust by the dust suppression agent manufacturer to achieve and maintain dust control. Other equally effective dust suppression agents may be used upon prior approval by the Administrator. For purposes of this paragraph, any used, spent, or other waste oil is not considered a dust suppression agent.
- (d) Rather than meet the no visible emission requirement of paragraph (a) of this section, use an alternative emissions control method that has received prior written approval by the Administrator according to the procedures described in 61.149 (c)(2).
- (e) For all asbestos-containing waste material received, the owner or operator of the active waste disposal site shall:
- (1) Maintain waste shipment records, using a form similar to that shown in Figure 4, and include the following information:
 - (i) The name, address, and telephone number of the waste generator.
 - (ii) The name, address, and telephone number of the transporter(s).
 - (iii) The quantity of the asbestos-containing waste material in cubic meters (cubic yards).
 - (iv) The presence of improperly enclosed or uncovered waste, or any asbestos-containing waste material not sealed in leak-tight containers. Report in writing to the local, State, or EPA Regional office responsible for administering the asbestos NESHAP program for the waste generator (identified in the waste shipment record), and, if different, the local, State, or EPA Regional office responsible for administering the asbestos NESHAP program for the disposal site, by the following working day, the presence of a significant amount of improperly enclosed or uncovered waste. Submit a copy of the waste shipment record along with the report.
 - (v) The date of the receipt.
 - (2) As soon as possible and no longer than 30 days after receipt of the waste, send a copy of the signed waste shipment record to the waste generator.
 - (3) Upon discovering a discrepancy between the quantity of waste designated on the waste

shipment records and the quantity actually received, attempt to reconcile the discrepancy with the waste generator. If the discrepancy is not resolved within 15 days after receiving the waste, immediately report in writing to the local, State, or EPA Regional office responsible for administering the asbestos NESHAP program for the waste generator (identified in the waste shipment record), and, if different, the local, State, or EPA Regional office responsible for administering the asbestos NESHAP program for the disposal site. Describe the discrepancy and attempts to reconcile it, and submit a copy of the waste shipment record along with the report.

- (4) Retain a copy of all records and reports required by this paragraph for at least 2 years.
- (f) Maintain, until closure, records of the location, depth and area, and quantity in cubic meters (cubic yards) of asbestos-containing waste material within the disposal site on a map or diagram of the disposal area.
- (g) Upon closure, comply with all the provisions of 61.151.
- (h) Submit to the Administrator, upon closure of the facility, a copy of records of asbestos waste disposal locations and quantities.
- (i) Furnish upon request, and make available during normal business hours for inspection by the Administrator, all records required under this section.
- (j) Notify the Administrator in writing at least 45 days prior to excavating or otherwise disturbing any asbestos-containing waste material that has been deposited at a waste disposal site and is covered. If the excavation will begin on a date other than the one contained in the original notice, notice of the new start date must be provided to the Administrator at least 10 working days before excavation begins and in no event shall excavation begin earlier than the date specified in the original notification. Include the following information in the notice:
 - (1) Scheduled starting and completion dates.
 - (2) Reason for disturbing the waste.
 - (3) Procedures to be used to control emissions during the excavation, storage, transport, and ultimate disposal of the excavated asbestos-containing waste material. If deemed necessary, the Administrator may require changes in the emission control procedures to be used.
 - (4) Location of any temporary storage site and the final disposal site.

(Secs. 112 and 301(a) of the Clean Air Act as amended (42 U.S.C. 7412, 7601(a)) [49 FR 13661, Apr. 5, 1990. Redesignated and amended at 55 FR 48431, Nov. 20, 1990; 56 FR 1669, Jan. 16, 1991]

61.155 **Standard for operations that convert asbestos-containing waste material into nonasbestos (asbestos-free) material.** (deleted from this document)

61.156 **Cross-reference to other asbestos regulations.**

In addition to this subpart, the regulations referenced in Table 1 also apply to asbestos and may be applicable

to those sources specified in 61.142 through 61.151, 61.154, and 61.155 of this subpart. These cross-references are presented for the reader's information and to promote compliance with the cited regulations.

Table 1-Cross-reference to Other Asbestos Regulations

Agency	CFR citation	Comment
EPA	40 CFR 763, Subpart E	Requires schools to inspect for asbestos and implement response actions and submit asbestos management plans to States. Specifies use of accredited inspectors, air sampling methods, and waste disposal procedures.
	40 CFR 427	Effluent standards for asbestos manufacturing source categories.
	40 CFR 763, Subpart G	Protects public employees performing asbestos abatement work in States not covered by OSHA asbestos standard.
OSHA	29 CFR 1910.1001	Worker protection measures- engineering controls, worker training, labeling, respiratory protection, bagging of waste, 0.2 f/cc permissible exposure level.
	29 CFR 1926.58	Worker protection measures for all construction work involving asbestos, including demolition and renovation-work practices, worker training, bagging of waste, 0.2 f/cc permissible exposure level.
MSHA	30 CFR 56, Subpart D	Specifies exposures limits, engineering controls, and respiratory protection measures for workers in surface mines.
	30 CFR 57, Subpart D	Specifies exposure limits, engineering controls, and respiratory protection measures for workers in underground mines.

DOT 49 CFR 171 and 172 Regulates the of asbestos- containing material. Requires waste containment and shipping papers.

[55 FR 48432, Nov. 20, 1990; 60 FR 31917, June 19, 1995]

61.157 **Delegation of authority.** (deleted from this document)

App A **Interpretive Rule Governing Roof Removal Operations** (deleted from this document)

ATTACHMENT C – USD 500 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offeror or Contractor.
 - d. The term "U.S.D. 500" means Unified School District No. 500.
 - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59th Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received; and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Contractor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the Contractor.
24. HOLD HARMLESS: The Contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

NO MUTUAL INDEMNIFICATION:

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

- (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.
 - (b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.
 - (c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.
25. INSURANCE: Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.
 - A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.
 - (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
 - (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
 - (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
 - (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
 - (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.
 - (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance. For all contracts, regardless of risk, companies providing insurance under this contract must have a current:
 - (a) Best's Rating not less than A, and
 - (b) Best's Financial Size Category not less than Class VII
 - (7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to

procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.

B. Worker's Compensation and Employer's Liability Insurance

The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation.....Statutory

Employer's Liability

Bodily Injury by Accident.....\$1,000,000 each accident
 Bodily Injury by Disease\$1,000,000 each employee
 Bodily Injury by Disease\$1,000,000 policy limit

C. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance (when applicable)

The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
28. BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)
 - A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid.
 - B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.
29. DISQUALIFICATION:
 - A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:
 1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
 2. Bidder's tendered bid is not received on the District's bid form;
 3. Bidder's tendered bid is not signed;
 4. Required bid bond is not furnished at time of bid opening;
 5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.
 - B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:
 1. Refusal of the bidder to complete a contract or bid;
 2. Bidder's past history of late deliveries or partial/incomplete shipments,
 3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.
30. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE

designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.