

PURCHASING DEPARTMENT

**UNIFIED SCHOOL DISTRICT 500
2010 N. 59th Street, Room 370
Kansas City, Kansas 66104
(913) 551-3200**

The Board of Education, Unified School District No. 500, Kansas City, Kansas, will receive sealed bids for DEMOLITION SERVICES AS SPECIFIED HEREIN no later than June 7, 2011 at 2:00 p.m. in the Purchasing Department Office, 2010 N. 59th Street, Room 370, Kansas City, Kansas, 66104. No bids will be received later than the time and date specified above.

Bids should be marked on the outside of the envelope "BID NO. 00023 - DEMOLITION SERVICES."

All quotes offered on this bid solicitation should include labor, materials, tools and equipment necessary to complete the demolition at the locations identified in this bid document. No bidder may withdraw his/her bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

Mandatory specifications and performance standards for the scope of work to be performed are attached. Include in specific detail any alterations, which your firm would need to take in completing this work which would not comply with the written specifications. Alternative proposals will be evaluated for against performance criteria, however, critical exceptions can be grounds for dismissal of your firm's bid as being non-responsive to the bid.

Be advised that a pre-bid site visit will be conducted on May 26, 2011 at 2:00 p.m. at the site. Additional information can be requested by contacting Robert Young in the Purchasing Department (551-3200, ext. 2244) if you are interested in submitting a bid on this project.

Bids shall be accompanied by an acceptable bid bond or certified cashier's check drawn on a local bank, payable to Treasurer, Board of Education, for an amount not less than five percent of the total amount of the bid. This is a requirement to be considered in this bid award. This bid security shall become the property of the Board of Education as liquidated damages in the event the successful bidder fails to execute and deliver a contract within five days after he/she receives notice of acceptance of his/her bid by the Board of Education.

The successful contractor shall not commence work until he/she has obtained all insurance required and such insurance has been approved by the school district. The contractor shall take out and maintain during the life of this contract such public liability property damage and compensation insurance as shall protect him/her, the

Board of Education and any subcontractor(s) from claims for damages for personal injury, including accidental death and property damage, which arise from operations under this contract. Work under this contract may commence when the successful contractor receives notification to proceed from the school district.

The contractor shall observe the provisions of the Kansas Act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, physical handicap, national origin or ancestry. In all solicitations of advertisements for employees, the contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the commission.

Unified School District No. 500 reserves the right to reject any and all bids without recourse from the bidder.

Please return quotations on the enclosed form and in the attached envelope with all requested information.

If you cannot or chose not to quote on this bid and wish to remain on the bid list for this type of contract work, please indicate "No Bid" on the enclosed quotation form along with your firm's name and return it to the above address.

Robert Young, CPPO
Director of Purchasing
Unified School District No. 500

BID NO. 00023
DEMOLITION SERVICES

GENERAL TERMS AND CONDITIONS

- 1.0 Unified School District No. 500 intends for this bid to convey to prospective bidders the general type, character and quality of the demolition services desired by the Board of Education.
- 1.1 Unified School District Number 500 requires that deviations from these specifications shall be clearly noted. Adequate information must be provided to allow Unified School District No. 500 to evaluate any and all exceptions or alternates.
- 1.2 Contractors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or physical impairment except where religion, sex, national origin or physical impairment is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- 1.3 Contractors, by submitting a signed bid or proposal, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Kansas or United States law.
- 1.4 Contractors shall hold their price firm and subject to acceptance by Unified School District No. 500 for a period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.5 Unified School District No. 500's Purchasing Department will not accept telegraphic or electronically transmitted bids.
- 1.6 Unified School District No. 500 will not accept alternate bids (those not equal to specifications) unless authorized by the invitation to bid.
- 1.7 Unified School District No. 500 reserves the right, in case of contractor default, to procure the articles or services from other sources and hold the defaulting contractor responsible for any excess costs occasioned thereby.
- 1.8 Unified School District No. 500 requires that vendors deliver all products or services "Free On Board" to final Destination.
- 1.9 Unified School District No. 500 requires that all bids must be signed.

BID NO. 00023

- 1.10 Unified School District No. 500 reserves the right to reject any and 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 Unified School District No. 500.
- 1.11 The term “Bid” shall mean the amount offered to the school district as payment for the for the structures and site clearance and cleanup or the amount to be charged to the school district for razing, demolition, and site clearance and cleanup.
- 1.12 The contractor shall indemnify and hold harmless Unified School District No. 500, its agents and other contractors from liability for any damages from injury to persons or property which may arise out of the work performed by the contractor, its subcontractors, employees, agents or assigns. Should any insurer fail or refuse to provide the school district with the defense, then contractor, at its own expense, will provide the school district with a defense.
- 1.13 The contract that will be derived from this bid request shall not be sublet except with the written consent of the Director of Purchasing. No such consent shall be construed as making the school district a party to such subcontract, or subjecting the school district to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the contractor of his liability and obligation under this contract, and all transactions with the school district acting through its Director of Purchasing and Director of Physical Properties must be through the General Contractor. Bidders shall submit with their bid a list of any and all subcontractors that will be used on these jobs
- 1.14 For additional information contact Robert Young, Unified School District No. 500 Purchasing Department, at (913) 551-3200.

BID NO. 00023
DEMOLITION SERVICES

SPECIAL TERMS, CONDITIONS AND INFORMATION

Scope of Demolition Work

- 1.0 Unified School District No. 500 is seeking a qualified and competent contractor to completely demolish and remove a building and to clear of any obstacles (including trees) the land at the following addresses:
 - 1.0.1 (commonly known as) 3104 Strong Avenue
Kansas City, Kansas
(2 structures, east end of the property and northwest end of property)
- 1.1 The work shall consist of the removal of vacant structures, including fixtures, on the sites indicated above. The Contractor shall remove all structures and accessory buildings, and the foundation walls including all wood and debris, concrete, floor slab, sidewalks adjacent to the building and other concrete slabs and blacktop within the building perimeters. The structures may be either removed or relocated elsewhere or demolished in place.
- 1.2 The project consists of furnishing all labor, machines, tools and equipment required for the complete demolition of the structure(s) at the project locations indicated above and removal of all materials, pursuant to written specifications which are available.
- 1.3 The Contractor is not required to remove any/all vegetation from the parcels unless otherwise informed by Unified School District No. 500.

Disposal of Materials and Debris

- 2.1 All materials removed, other than utility owned fixtures, and all debris resulting from the removal operations shall become the property of the Contractor and shall be disposed of by the Contractor in accordance with the following provisions:
 - 2.1.1 Burning of debris on the site will not be permitted. All salvageable materials including metal, brick, wood, stone and other materials present at the time work commences, shall become the property of the Contractor.

BID NO. 00023

- 2.1.2 All materials and debris resulting from the removal or demolition operations shall be disposed of by the Contractor at a site where such debris is legally accepted and will not create a public nuisance nor result in unsightly conditions within the view of any public road, recreational area, residential district, or other place of public concern. Suitable disposal sites shall be arranged for and secured by the Contractor. The Contractor shall assume full responsibility for acceptable disposal of the material as well as for any damage resulting from the disposal operations.
- 2.2 The Contractor shall dispose of all debris in conjunction with all federal, state and local disposal rules, regulations and laws. Contractor shall pay all disposal fees. Unified School District No. 500 will not reimburse vendors for the costs of disposal. Contractor will be paid the amount they have submitted as a bid. Should the Contractor desire any of the building materials, they may be taken as desired. **Contractor** shall assume responsibility for any hazardous material and proper disposal in the building to be demolished. Limited site investigation on the environmental is attached.
- 2.3 Contractor shall properly and safely transport all debris to its proper disposal site. All relevant transportation regulations shall be adhered to at all times.
- 2.4 Unified School District No. 500 shall assume responsibility for any asbestos abatement required in the building to be demolished.

Backfilling

- 3.1 Site clearance shall include backfilling exposed openings. After the debris is removed, the Contractor is responsible for leveling out any depressions where the building was located. The Contractor is responsible to back fill any depressions left by removal of structures and foundations. Contractor shall grade the site to drain to the existing storm inlet at the north dock. Hay bales shall be provided around the storm inlet to eliminate silting in of the storm inlet.
- 3.2 The Contractor shall use care when excavating to prevent damage to or marking of any sidewalk, curb and gutter outside the perimeter of the building.

Safety Provisions

- 4.1 The safety provisions of all applicable federal, state and local laws, regulation and ordinances shall be strictly observed, and the Contractor agrees to take such

BID NO. 00023

additional health or safety measures as the school district may determine to be reasonably necessary.

- 4.2 The Contractor shall be responsible for proper care and protection of the job site and of the work, and shall be responsible for all damages to persons or property which occurs by reason of the fault or negligence of the Contractor, its subcontractors, employees, agents and assigns.
- 4.3 The Contractor may utilize the entire lot at the address indicated as the “operating area” for the removal unless instructed otherwise by the School District. At no time shall debris be allowed to fall or accumulate in the roadway or onto adjacent property not owned by the School District, but shall be retained within the designated operation area.
- 4.4 Where hazardous conditions are created incident to the contract operations, the Contractor at his/her expense, shall furnish, erect and maintain suitable barricades to protect and safeguard the public and adjacent property owners. Suitable barricades shall include orange construction or barrier fencing. Suitable barricades shall include 6’ height chain length fence.
- 4.5 The Contractor shall take all appropriate measures to ensure the health and safety of the general public. This shall include the professional extermination of rodents before razing the structure, if required, and the elimination of any health hazards.
- 4.6 Contractor shall provide for the safety of adjacent property at all times. Should adjacent property be damaged in any manner, vendor shall immediately contact:
 - 4.6.1 Mr. Bob Young
Project Manager
2010 N. 59th Street, Kansas City, Kansas
(913) 551-3200
 - 4.6.2 The appropriate insurance carrier
- 4.7 Contractor’s personnel must adhere to all OSHA, TOSHA and any other applicable safety regulations at all times. Employees must have the appropriate hard-hats, steel toe boots, etc.
- 4.8 The Contractor shall keep the work area clear at the end of each day. All materials, tools and equipment must be removed or safely stored. The School District is not responsible for theft or damage to the contractor’s property or equipment.

BID NO. 00023

- 4.9 The Contractor, in order to control dust, apply adequate dust palliative (such as water) to the ground and to debris in an amount sufficient to lay dust inclement to demolition and lot cleaning.
- 4.10 Unified School District No. 500 recognizes that a Contractor's bid may be influenced by the salvage value inherent in the items to be removed. However, the School District shall not be responsible for the loss of any salvageable materials because of theft, vandalism, fire or any other reason.
- 4.11 Unified School District No. 500 does not guarantee the condition of any of the structures to be razed. No guarantee is made or implied that any of the structures will remain in the condition the contractor found them prior to commencement of work under this contract.
- 4.12 Successful bidder will be responsible for proper evacuation and recovery of any refrigerants in any mechanical equipment.

Permits

- 5.1 All work shall be done in accordance with applicable ordinances of the City of Kansas City, Kansas and shall be in compliance with the requirements of state of Kansas. This will include notice to the Kansas Department of Health and Environment and the all other agencies as required by the laws of Kansas or of the United States, or by ordinance of the City of Kansas City, Kansas. All permits shall be the responsibility of the successful bidder.
- 5.2 The contractor shall procure all permits necessary for the removal of the buildings, including those necessary where streets or alley are obstructed by his operations. If the contractor elects to move any building to another location, the moving shall be done in accordance with all applicable laws and ordinances and the contractor shall obtain all necessary permits including those required by the City, County, or State.
- 5.3 The contractor shall include all applicable fees and permit costs in the bid. This includes all dumping and landfill costs.

Utilities

- 6.1 The contractor shall notify the "Digger's Hotline" not less than three days prior to the date on which he/she intends to do any work which will affect their facilities. Telephone, electric power and other wire service and gas service pipes will be

BID 00023

disconnected by the utility owner outside the building and all fixtures belong to the utility companies will be removed by them.

- 6.2 Municipal water and sewer lines are to be terminated in a manner appropriate to requirements and abandonment guidelines from the Board of Public Utilities.
- 6.3 Contractor will be responsible for handling the disconnection services of the water, sanitary sewers, gas service, electric, phone and cablevision. There will be a gas service “kill fee” required. Utility caps will be required for all sanitary, domestic water line, fire protection water lines and gas, electric and cable if required.

Bonding and Insurance

- 7.1 Contractor and subcontractors shall be licensed and bonded to perform work in Kansas City, Kansas.
- 7.2 The successful Contractor, prior to commencing work on this project, shall provide the Clerk of the Board copies of Certification that the Contractor is maintaining the following insurance coverages, which shall be with a financially responsible insurance company, licensed in the state of Kansas and approved by the School District:
 - 7.2.1 The Contractor shall carry or require to be carried worker’s compensation insurance for all of his/her employees and of the subcontractors engaged in work, in accordance with the Kansas Workmen Compensation law.
 - 7.2.2 The Contractor shall carry and shall require any subcontractor to carry manufacturers and contractors public liability insurance or comprehensive general liability insurance, with limits not less than \$500,000.00 for single occurrence or accident, which shall protect the Contractor, his/her subcontractors and the School District from all claims for damages to property or injury or death to persons by reason or an accident or occurrence arising out of operation pursuant to this bid. Such insurance shall cover the use of all equipment and vehicles engaged in the project or used in hauling equipment or materials to or from the site.
 - 7.2.3 The Contractor shall carry and shall require any subcontractor to carry motor for vehicle liability insurance in the amount of \$100,000.00 per occurrence personal injury and for property damage, for any and all motor vehicles utilized by the Contractor to facilitate the performance of the bid.

BID NO. 00023

- 7.3 The insurance certificates required by the successful bidder shall provide that they cannot be canceled or modified without thirty (30) days written advanced notice to the School District by the insurance company. Such insurance shall be endorsed, both on the policy and on the certificate, to indicate that it shall apply to work performed pursuant to this bid, and shall name the School District as an additional insured party.
- 7.4 The Contractor shall secure and pay for performance and payment bonds issued by a bonding company, licensed to transact business in Kansas City, Kansas, Public School District. All bonds shall include such provisions as will guarantee the faithful performance of the prevailing wage clause as provide by this specification.

Prevailing Wage

- 8.1 If the Contractor's bid exceeds \$26,650.00, the following provisions apply:
- 8.1.1 This project qualifies for prevailing wages under the attached policy of the Kansas City, Kansas Board of Education (attachment A).
 - 8.1.2 The Contractor shall submit certified payroll statements weekly while work is in progress. Records shall be submitted to Bob Young, at 2010 N. 59th Street, Room 370, Kansas City, Kansas, 66104.
 - 8.1.3 Department of Labor prevailing wages structure and fringe benefits factors shall be provided upon request.

Completion Time

- 9.1 Work shall start on the project within five (5) days of receipt of contract for the School District.

Method of Payment

- 10.1 Invoices must be rendered by the Contractor and payment will be made by the School District for each property as the structure(s) is removed and all work in connection with that property is completed. Invoices may be submitted after final inspection by the School District.
- 10.2 All invoices shall include the Contractor's invoice number, purchase order number, and reference to the project address.

10.3 Warrants for payment are issued twice a month, on the second and fourth Tuesdays.

10.4 Contractors are advised that a minimum of two weeks are required to process invoices for payment. Payment shall not be made until all supporting documentation requested is submitted, and payment to the Contractor shall be contingent upon verification by the School District.

BID NO. 00023

BID SHEET

Unified School District No. 500
625 Minnesota Avenue
Kansas City, Kansas 66101
(913) 551-3200

Schedule of Prices - Razing or Removal of Building

Item #1 3104 Strong Avenue
Kansas City, Kansas

Raze (School District to Pay Contractor) \$ _____

Purchase and Remove (Contractor to Pay School District) \$ _____

Total of all Properties \$ _____

Please note any exceptions to the written specifications:

Note the estimated length of time to complete the work called for in the written specifications:

Note the length of time required to begin work after notification by the School District:

Can you have a presence on this site by July 1, 2011? (Yes/No) _____

BID NO. 00023

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?

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: _____

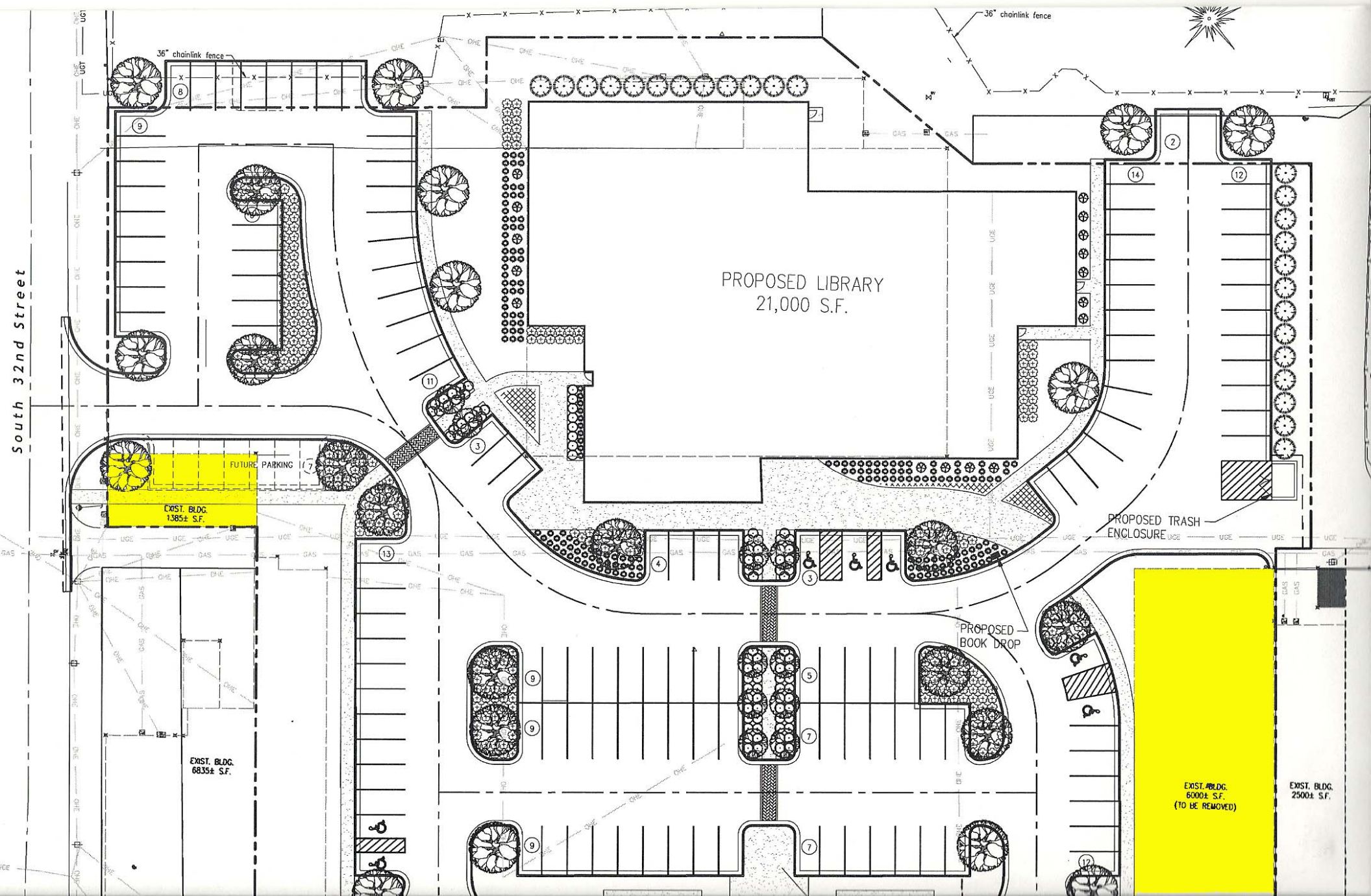
TITLE: _____ PHONE NO: _____

FIRM: _____ ADDRESS: _____

Attachments

1. Aerial Map
2. Environmental – Limited Site Investigation

South 32nd Street



PROPOSED LIBRARY
21,000 S.F.

PROPOSED TRASH
ENCLOSURE

PROPOSED
BOOK DROP

EXIST. BLDG.
1385± S.F.

EXIST. BLDG.
6835± S.F.

EXIST. BLDG.
6000± S.F.
(TO BE REMOVED)

EXIST. BLDG.
2500± S.F.

LIMITED SITE INVESTIGATION

ARGENTINE LIBRARY PROJECT
NE Corner of South 32nd & Strong Ave.
Kansas City, KS 66106

Project Number: 10-5076-002

Report Date: June 2, 2010

Prepared for:

ARGENTINE LIBRARY HOLDINGS, LLC

Attn: Mike Belew

c/o LADCO Development

6300 W. 143rd

Overland Park, KS 66223

Prepared by:



Kansas City, Missouri

June 2, 2010

ARGENTINE LIBRARY HOLDINGS, LLC
Attn: Mike Belew
c/o LADCO Development
6300 W. 143rd
Overland Park, KS 66223

Re: **LIMITED SITE INVESTIGATION**
ARGENTINE LIBRARY PROJECT
NE Corner of South 32nd & Strong Ave.
Kansas City, KS 66106

Project Number: 10-5076-002

Dear Mr. Belew:

Cook, Flatt and Strobel Engineers, P.A. (CFS) is pleased to submit the enclosed LIMITED SITE INVESTIGATION (LSI) report for the above-referenced site. This LIMITED SITE INVESTIGATION report was performed in accordance with our proposal.

We appreciate the opportunity to perform these services for you. Please contact us if you have questions regarding this information or if we can provide any other services.

Sincerely,
Cook, Flatt and Strobel Engineers, P.A.

William J. Stafford, P.E.
Senior Geotechnical Engineer

Dennis C. Wike, PE, REM, LEED-AP
Environmental Professional

Attachments

LIMITED SITE INVESTIGATION

ARGENTINE LIBRARY PROJECT NE Corner of South 32nd & Strong Ave. Kansas City, KS 66106

TABLE OF CONTENTS

1.0 Introduction

2.0 Field Activities

3.0 Laboratory Analytical Methods

4.0 Data Evaluation

5.0 Findings and Recommendations

LIST OF APPENDICES

Appendix A: Figure 1 - Site Vicinity Map (2006 Aerial Photo)
Figure 2 Site Map (Boring Location Plan on 1931 Sanborn Map)

Appendix B: Boring Logs

Appendix C: Laboratory Chain of Custody

Appendix D: Laboratory Data Sheets

LIMITED SITE INVESTIGATION

ARGENTINE LIBRARY PROJECT
NE Corner of South 32nd & Strong Ave.
Kansas City, KS 66106

CFS Project No. 10-5076-002
June 2, 2010

1.0 INTRODUCTION

1.1 Site Description

Site Name	ARGENTINE LIBRARY PROJECT
Site Location/Address	NE Corner of South 32nd & Strong Ave. Kansas City, KS 66106
General Site Description	The site is located at 3012 thru 3118 Strong Ave., Kansas City, KS 66106. The site is a 2.77-acre tract that was observed to be a multi-building commercial strip center with a vegetated tract where a previous store had burned and was razed.

The **site map** is depicted on **Figure 2** of Appendix A, which was reproduced from the EDR provided 1931 Certified Sanborn Map with an overlay of the environmental boring locations by Cook, Flatt & Strobel. The **site vicinity map** is depicted as **Figure 1** of Appendix A, which was reproduced from the 2006 historical aerial photo provided by EDR.

1.2 Scope of Work

CFS conducted a Limited Site Investigation (LSI) at the Argentine Library Project at 3012 thru 3118 Strong Ave. in Kansas City, Wyandotte County, Kansas. At your request, CFS' LSI was in response to the results of CFS' Environmental Site Assessment (ESA Report dated May 12, 2010) prepared for Argentine Library Holdings, LLC. The Phase I ESA identified the following findings and recognized environmental conditions (RECs). It should be recognized that details

were not included or fully developed in this section, and the ESA report must be read in its entirety for a comprehensive understanding of the items listed below.

- The site is located at 3012 thru 3118 Strong Ave., Kansas City, KS 66106. The site is a 2.77-acre tract that was observed to be a multi-building commercial strip center with a vegetated tract where a previous store had burned and was razed.
- The site flooded in 1951 and was reported to have been covered with 10+ feet of water.
- Numerous hazardous materials were identified including old vinyl 9”x 9” floor tiles, pipe insulation, sheetrock, plaster, ceiling tiles, roofing etc. that may contain asbestos. Lead based paint may also be a concern in various areas. Fluorescent light bulbs and ballasts are also a concern for waste disposal. These items are considered *de minimis* conditions as that generally do not present a threat to human health or the environment and their existence would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimis* are not *recognized environmental conditions (RECs)*.
- Four geotechnical borings were moved near potential sources of environmental concerns & drilled deeper (up to 30’ total depth) than normal were observed by an Environmental Profession for signs of environmental contamination. No odors, staining or other items were identified & no samples were taken.
- The on-site previous **filling station** listed at 3108 Strong and the on-site previous **dry cleaner** listed at 3110 and 3116 Strong are all recognized environmental conditions (REC) to the site based upon age, regulatory status, soil types, and being located on the site.
- All of the nearby or adjoining locations listed below are recognized environmental conditions (REC) to the site based upon age, regulatory status, apparent topographic gradient, soil types, and/or relative distance from the site.
 1. **1407 S. 32nd Street** Listed as a dry cleaner in 1954, 1958, 1962, & 1966
 2. **3000 Strong Ave** Listed as a filling station in 1929, 1934, 1940, 1948, 1958 and an auto repair and paints in 1962.
 3. **3001 Strong Ave** Listed as a filling station in 1934 and as auto repair in 1948, 1962, 1966, 1970, 1975, & 1981
 4. **3008 Strong Ave** Listed as printing & stationary

5. **3009 Strong Ave** Listed as service station in 1924 and garage in 1929
6. **3013 Strong Ave** Listed as service cleaners in 1948, 1954, 1958, & 1962
7. **3019 Strong Ave** Listed as filling station in 1934 and 1940
8. **3101 Strong Ave** Listed as a small engine in 1987 but vacant in 1992
9. **3109 Strong Ave** Listed as cleaners and dyers in 1924, 1929, 1934, 1940, 1948, and 1954

The objective of the LSI was to evaluate the presence of volatile organic compounds (VOCs) and total petroleum hydrocarbons (TPH) (above relevant laboratory reporting limits) as a result of a potential release from previous RECs identified above. CFS' LSI was conducted in general accordance with CFS' proposal.

1.3 Standard Care

CFS' services were performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographical area during the same time period. CFS makes no other warranties, either express or implied, regarding the findings, conclusions or recommendations. Please note that CFS does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report.

These LSI services were performed in accordance with the scope of work agreed with you, our client, as reflected in our proposal and were not restricted by ASTM E1903-97.

1.4 Additional Scope Limitations

Findings, conclusions and recommendations resulting from these services are based upon information derived from the on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, non-detectable or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic materials, petroleum products, or other latent conditions beyond those identified during this LSI. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations or exploratory services; the data, interpretation, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

1.5 Reliance

This report is prepared for the exclusive use and reliance of ARGENTINE LIBRARY HOLDINGS, LLC & Kansas City, Kansas Unified School District 500. Use or reliance by any other party (except a governmental entity having jurisdiction over the site) is prohibited without the written authorization of ARGENTINE LIBRARY HOLDINGS, LLC and Cook, Flatt and Strobel Engineers, P.A. (CFS). Any unauthorized distribution or reuse is subject to the terms, conditions and limitations stated in the proposal, LSI report, and CFS' contract Agreement for Services. The limitation of liability defined in the contract Agreement for Services is the aggregate limit of CFS' liability to the client and all relying parties unless otherwise agreed in writing.

2.0 FIELD ACTIVITIES

2.1 Soil Borings

CFS' field activities were conducted on May 21 & 22, 2010 by Dennis Wike, PE, REM, LEED-AP, an environmental professional for CFS. As part of the approved scope of work, eight (8) environmental soil borings were advanced using an auger drilling rig. The following describes the location of the soil borings advanced during this LSI:

- Soil boring E-100 was advanced outside the northeast corner of the building that contains the addresses 3110 & 3116, the previously reported on-site dry cleaner locations, in an area near the sanitary sewer line that would have served the building and likely down gradient of the building;
- Soil boring E-101 was advanced northeast of the 3116 unit of building that contains the addresses 3110 & 3116, the previously reported on-site dry cleaner locations, in an area near the front door of the unit as it has no back door;
- Soil boring E-102 was advanced near the northeast corner of the lot that contained the addresses 3108, the previously reported on-site filling station, previous coal shed, and the off-site 3109 reported dry cleaner in an area that would likely be down gradient of the reported petroleum tanks & off-site dry cleaner;
- Soil boring E-103 was advanced west of the address 3101, the previously reported off-site auto repair, in an area that would likely be down gradient of the auto repair;
- Soil boring E-104 was advanced west of the address 3019, the previously reported off-site filling station, in an area that would likely be down gradient of the filling station;

- Soil boring E-105 was advanced west of the addresses 3009 & 3013, the previously reported off-site service station & auto repair, in an area that would likely be down gradient of the facilities;
- Soil boring E-106 was advanced in the center of the reported petroleum tanks previously located on-site at address 3108, the previously reported on-site filling station; and
- Soil boring E-107 was advanced west of the address 3101, the previously reported off-site auto repair, in an area that would likely be down gradient of the auto repair.

The **site map** is depicted on **Figure 2** of Appendix A, which was reproduced from the EDR provided 1931 Certified Sanborn Map with an overlay of the approximate locations of the environmental boring locations in relation to the on-site building and adjoining properties by Cook, Flatt & Strobel. The **site vicinity map** represents the general site location and is depicted as **Figure 1** of Appendix A, which was reproduced from the 2006 historical aerial photo provided by EDR.

Drilling services were performed by TNT Drilling Geotechnical & Environmental Drilling LLC using a truck-mounted CME drilling rig under the supervision of an environmental professional for CFS. Soil samples were collected by advancing a continuous five-foot sampler. The continuous sampler was withdrawn to the surface retaining the soil sample. Sampling equipment was cleaned using an Alconox® detergent and potable water wash followed by a potable water rinse prior to the beginning of the project and before collecting each soil sample.

The general soil lithology encountered during sample collection generally consisted of a few feet of fill followed by silts, silty clay, clay, and sand lenses from the surface to depths of approximately 15 feet below ground surface (bgs) then encountered sands to the conclusion of the boring. Refusal was encountered in boring E-107 at the depth of 6.5 feet bgs. A new E-107 was drilled 7 feet to the south that was drilled to full depth. Detailed lithologic descriptions are presented on the soil boring logs included in Appendix B.

Immediately following completion, the soil borings without temporary sampling were abandoned by backfilling with site soils to approximately 0.5 foot bgs, and then completed with material similar to the surrounding surface.

2.2 Soil Sampling

Soil samples were collected continuously to 35 feet bgs in soil boring E-100, to 30 feet bgs in soil borings E-102, E-104, E-105, E-106, and E-107 and to 20 feet bgs in soil borings E-101 and E-103. The soils were observed to document soil lithology, color, moisture content and visual evidence of impairment. The soil samples were field screened for the presence of headspace volatile organic compounds (VOC) vapors using a photo-ionization detector (PID).

CFS' soil sampling program involved submitting soil samples from any soil sample for laboratory analysis which had significant PID readings of over 2 part per million (ppm) detected during field screening of the soil samples.

Soil samples were collected and placed in laboratory prepared glassware, and placed on ice in a cooler. The sample coolers via chain-of-custody were delivered to Pace Analytical, in Lenexa, Kansas for analysis.

2.3 Ground Sampling

Groundwater was not immediately observed during the advancement of the soil borings on May 21st & 22nd, 2010; therefore, a temporary sampling point was placed in the specified soil borings (borings E-100, E-102 (mistakenly identified as E-101 on COC & Lab Results) and E-106 using 10 feet of PVC screening and PVC riser to the surface. CFS gauged the sampling point located at each boring to determine if ground water was present shortly after the advancement of the soil borings. Groundwater was readily available in each soil boring.

CFS returned to the site on May 22, 2010 (approximately 24 hours after the advancement of the soil borings) to gauge and to sample the temporary sampling points E-100 & E-102. Groundwater was detected in the temporary sampling points.

Water samples were collected and placed in laboratory prepared glassware, and placed on ice in a cooler. The sample coolers via chain-of-custody were delivered to Pace Analytical, in Lenexa, Kansas for analysis.

3.0 LABORATORY ANALYTICAL METHODS

The soil and groundwater samples collected from the soil boring were analyzed for the following:

Boring Location	Analysis	Method	Media Sampled
E-100 - 28-29' bgs	VOCs,	8260,	Soil
E-101 – 3' bgs	VOCs, TPH-DRO & TPH-GRO	8260, OA1, & OA2	Soil
E-102 – 2-3' bgs	TPH-DRO & TPH-GRO	OA1 and OA2	Soil
E-106 – 2-3' bgs	TPH-DRO & TPH-GRO	OA1 and OA2	Soil
E-106 – 5-6' bgs	TPH-DRO & TPH-GRO	OA1 and OA2	Soil
E-106 – 12-13' bgs	TPH-DRO & TPH-GRO	OA1 and OA2	Soil
E-106 – 22-23' bgs	VOCs TPH-DRO & TPH-GRO	8260, OA1, & OA2	Soil
E-100	VOCs & TPH-GRO	8260 & OA1	Water
E-102 (mis-labeled as 101 on COC & lab results)	VOCs & TPH-GRO	8260 & OA1	Water
E-106	VOCs & TPH-GRO	8260 & OA1	Water

Notes:

VOC – Volatile Organic Compounds (full scan)

TPH – DRO – Total Petroleum Hydrocarbon Diesel Range Organics

PAH – Polycyclic Aromatic Hydrocarbons

A laboratory executed chain-of-custody form is provided in Appendix C. The laboratory data sheets are provided in Appendix D.

4.0 DATA EVALUATION

The laboratory analytical results of the soil samples collected onsite were compared to the Tier 2 Kansas Department of Health and Environment (KDHE) Risk-Based Standards (RSK) for Residential Scenarios (Soil to Groundwater Pathway and Groundwater Pathway) provided in Appendix A of the Risk-Based Standards for Kansas Manual, dated June 2007. The Tier 2 RSK levels for Residential Scenarios are the lowest risk-based contaminant concentrations calculated by the KDHE/Bureau of Environmental Remediation (BER) for all soil types and all pathways that allow unrestricted land use.

The laboratory analysis of the soil samples analyzed for VOCs and did not reveal detections above the laboratory detection limits with the exception of detection of acetone in soil sample E-101 (3' bgs). This concentration is well below the Tier 2 RSK levels. It should be noted that acetone is a common laboratory contaminant and based on the historical use of the site and limited detected concentration does not appear to be indicative of actual site conditions.

The laboratory analysis of soil samples analyzed for Diesel and TPH-DRO did reveal total concentrations above the laboratory detection limits in soil samples E-101 (3'), E-102 (2-3'), E-106 (2-3') and E-106 (5-6'). Boring E-101 was drilled in the parking lot just east of the north/south building that historically was the location for the two on-site dry cleaners. Boring E-102 was drilled in the parking lot likely down gradient of the historical on-site use as a filling station and was at the edge of the historical use as a coal storage shed. Boring E-106 was drilled in the parking lot in the location reported historically for storage tanks for the filling station.

Concentrations in these samples ranged from 61.9 milligrams per kilogram (mg/kg) to 515 mg/kg. These concentrations are below the Tier 2 RSK level of 2,000 mg/kg.

A summary table of the laboratory analytical results for soils is provided below. A copy of the complete laboratory analytical report for the soil and groundwater samples collected as part of CFS' environmental services is provided as Appendix D. Laboratory executed chain-of-custody form is provided in Appendix C.

Sample Location	Acetone	Diesel	TPH-DRO	Media Sampled
E-101 – 3’ bgs (by N/S Building that historically housed two dry cleaners)	35.6 ug/kg	515 mg/kg	NA	Soil
E-102 – 2-3’ bgs (by historical coal shed)	NA	NA	61.9 mg/kg	Soil
E-106 – 2-3’ bgs (by historical tanks of filling station)	NA	NA	195 mg/kg	Soil
E-106 – 5-6’ bgs (by historical tanks of filling station)	NA	NA	253 mg/kg	Soil
KDHE Tier 2 RSK Soil Pathway Residential Scenarios	1700 mg/kg	2000 mg/kg	2000 mg/kg	
KDHE Tier 2 RSK Soil to Groundwater Pathway Residential Scenarios	1.1 mg/kg	3000 mg/kg	3000 mg/kg	

A summary table of the laboratory analytical results for soils is provided below. A copy of the complete laboratory analytical report for soil and groundwater samples collected as part of CFS’ environmental services is provided as Appendix D.

5.0 FINDINGS AND RECOMMENDATIONS

The findings and recommendations of this investigation are as follows:

During the advancement of the soil borings as part of the LSI activities, observations of potential environmental impact and PID readings were noted with soil borings E-100, E-101, E-102, and E-106.

Based on the laboratory analytical results, the on-site soils in the vicinity of soil borings advanced as part of LSI activities do not appear to be impacted by VOCs above laboratory analytical detection limits with slight detections of acetone in soil sample E-101 (3’), which appears to be a laboratory contaminant and not of actual site conditions.

Based on laboratory analytical results, selected areas near the southwest corner of the site's near-surface on-site soils sampled do appear to be impacted by Diesel and/or TPH-DRO. Soil samples E-101 (3'), E-102 (2-3'), E-106 (2-3') and E-106 (5-6') had concentrations above laboratory analytical detection limits but below the applicable KDHE Tier 2 RSK level standards.

The contaminants found to date at these levels and the location found are considered *de minimis* conditions as that generally do not present a threat to human health or the environment as their location is under future paved parking areas and their existence would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions that are determined to be *de minimis* are not *recognized environmental conditions* (RECs).

Based on the scope of services of this limited site investigation, CFS did not identify conditions which, in our opinion, which require additional investigation activities prior to construction.

It is possible that during future construction excavation activities, particularly in the southwest corner of the tract that contaminated soils will be found. CFS recommends that during all future construction excavations especially in the southwest corner of the site, a qualified environmental professional should observe key activities to determine if any environmental impairment is identified any if additional study is necessary. CFS recommends proper disposal off-site of all excavated contaminated soils during any construction activity.

**ADDENDUM NUMBER 1
BID NUMBER 00023**

**Unified School District 500
2010 N. 59th Street, Room 370
Kansas City, Kansas 66104
(913) 551-3200**

Note the following changes to the above mentioned bid. This information is to be taken into consideration when responding to the original bid document.

The bid opening for Demolition Services has been moved to Thursday, June 9th at 10:30 a.m.

Additional information will be issued in a second addendum on Monday, June 6th.

WE HEREBY ACKNOWLEDGE AND UNDERSTAND THE ABOVE NOTED CHANGES TO THE ORIGINAL BID DOCUMENT AND AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS AND AMENDMENTS.

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

FIRM: _____

**ADDENDUM NUMBER 2
BID NUMBER 00023**

**Unified School District 500
2010 N. 59th Street, Room 370
Kansas City, Kansas 66104
(913) 551-3200**

Note the following changes to the above mentioned bid. This information is to be taken into consideration when responding to the original bid document.

- 1) The bid opening for Demolition Services has been moved to Monday, June 20th at 11:00 a.m.**
- 2) The District (owner) will handle the following electrical requirements at the 3108 address:**
 - a. Intercept existing parking lot feeder conduit; set NEMA 3R junction box**
 - b. Run conduit back to existing distribution panel**
 - c. Furnish and install one (1) 2-pole breaker and one (1) double-pole single-throw time clock**
 - d. Penetrate block wall and fire seal opening**
 - e. Pull wire; tie in new breaker and time clock; splice at 3RT junction box**
 - f. Energize circuit; check voltage; label panel and clock**

This will remove the responsibility of electrical relocation for remaining tenants from the successful demolition company.

- 3) A pre-bid walk thru will take place on Thursday, June 16th, at 9:00 a.m. at 3008 to 3108 Strong Avenue. A legal description and aerial map are attached.**
- 4) Include fee in cost to bring in firm for hazardous waste identification. Costs associated with removal will be negotiated into the contract.**

WE HEREBY ACKNOWLEDGE AND UNDERSTAND THE ABOVE NOTED CHANGES TO THE ORIGINAL BID DOCUMENT AND AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS AND AMENDMENTS.

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

FIRM: _____

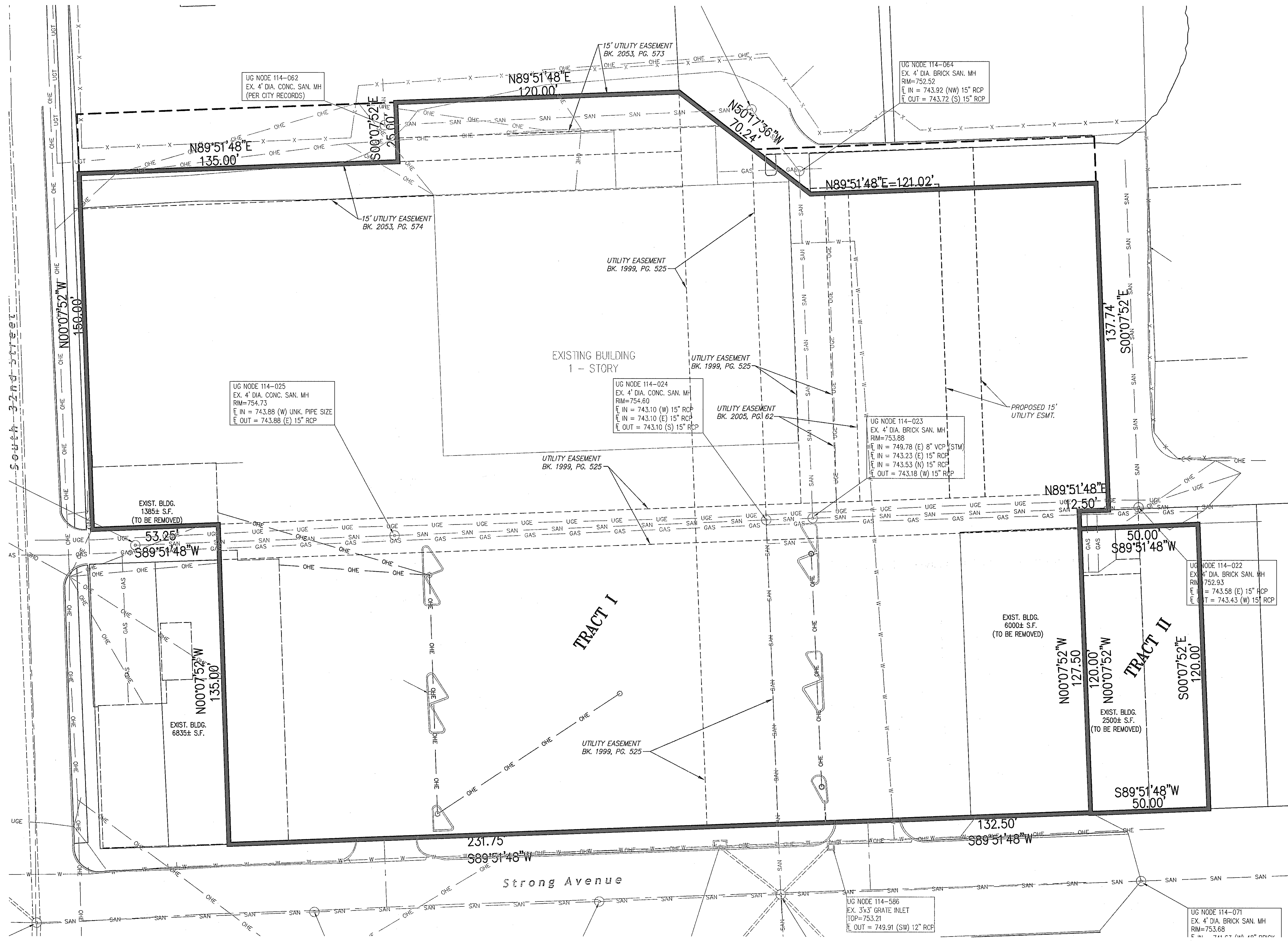


Tract I

Tract II

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UG NODE 114-062
EX. 4" DIA. CONC. SAN. MH
(PER CITY RECORDS)

UG NODE 114-064
EX. 4" DIA. BRICK SAN. MH
RIM=752.52
I IN = 743.92 (NW) 15" RCP
I OUT = 743.72 (S) 15" RCP

UG NODE 114-025
EX. 4" DIA. CONC. SAN. MH
RIM=754.73
I IN = 743.88 (W) UNK. PIPE SIZE
I OUT = 743.88 (E) 15" RCP

UG NODE 114-024
EX. 4" DIA. CONC. SAN. MH
RIM=754.60
I IN = 743.10 (W) 15" RCP
I IN = 743.10 (E) 15" RCP
I OUT = 743.10 (S) 15" RCP

UG NODE 114-023
EX. 4" DIA. BRICK SAN. MH
RIM=753.88
I IN = 749.78 (E) 8" VCP (STM)
I IN = 743.23 (E) 15" RCP
I IN = 743.53 (N) 15" RCP
I OUT = 743.18 (W) 15" RCP

UG NODE 114-022
EX. 4" DIA. BRICK SAN. MH
RIM=752.93
I IN = 743.58 (E) 15" RCP
I OUT = 743.43 (W) 15" RCP

UG NODE 114-586
EX. 36"X36" GRATE INLET
TOP=753.21
I OUT = 749.91 (SW) 12" RCP

UG NODE 114-071
EX. 4" DIA. BRICK SAN. MH
RIM=753.68
I IN = 743.23 (E) 15" RCP
I OUT = 743.18 (W) 15" RCP

South 32nd Street

Strong Avenue

TRACT I

TRACT II

EXIST. BLDG.
1385± S.F.
(TO BE REMOVED)

EXIST. BLDG.
6835± S.F.

EXISTING BUILDING
1 - STORY

EXIST. BLDG.
6000± S.F.
(TO BE REMOVED)

EXIST. BLDG.
2500± S.F.
(TO BE REMOVED)

N00°07'52"W
150.00'

N89°51'48"E
135.00'

S00°07'52"E
25.00'

N89°51'48"E
120.00'

N50°17'36"W
70.24'

N89°51'48"E=121.02'

S00°07'52"E
137.74'

N89°51'48"E
2.50'

S89°51'48"W
53.25'

N00°07'52"W
135.00'

S89°51'48"W
231.75'

S89°51'48"W
132.50'

N00°07'52"W
127.50'

S89°51'48"W
50.00'

N00°07'52"W
120.00'

S00°07'52"E
120.00'

S89°51'48"W
50.00'

Property description:

Tract 1:

A tract of land in Blocks 3 & 4 of ADAMS & KING'S ADDITION TO ARGENTINE, a subdivision of land in Wyandotte County, Kansas, according to the recorded plat thereof, being more particularly described as follows: Beginning at a point on the North line of Strong Avenue (as now established) and the centerline of 31st Street (as now established); thence West, along the North line of Strong Avenue, 231.75 feet to a point 0.75 feet East of the Southwest corner of Lot 20, Block 4, ADAMS & KING'S ADDITION TO ARGENTINE; thence North, parallel with and 0.75 feet East of the West line of Lot 20, Block 4, 135 feet (by survey 135.136 feet) to a point on the South line of Lot 23, Block 4; thence West, along the South line of Lot 23, 53.25 feet (by survey 53.23 feet) to the Southwest corner of Lot 23 and the East line of 32nd Street, 150 feet (by survey 150.16 feet) to the Northwest corner of Lot 28, Block 4; thence East, along the North line of Lot 28 and its prolongation East, 135 feet (by survey 134.91 feet) to a point on the East line of an Alley; said point being the Southwest corner of Lot 6, Block 4; thence North, along the West line of Lot 6, 25 feet (by survey 25.03 feet) to the Northwest corner of Lot 6; thence East, along the North line of Lot 6, 120 feet (by survey 119.90 feet) to the Northeast corner of Lot 6; thence Southeasterly 70.24 feet to a point 20 feet South of the Westerly prolongation of the North line of Lot 28, Block 3; thence East parallel with the North line of Lot 28, 121.02 feet to a point 5 feet West of the East line of Lot 28, 121.02 feet to a point 5 feet West of the East line of Lot 28; thence South, parallel with the East line of Lots 28 thru 23, Block 3, 137.74 feet to a point on the centerline of an Alley; thence West, along the centerline of said Alley, 12.51 feet to a point on the Northerly prolongation of the East line of Lot 19, block 3; thence South, along the East line of Lot 19, 127.50 feet (by survey 127.69 feet) to a point on the North line of Strong Avenue, said point being the Southeast corner of Lot 19; thence West along the North line of Strong Avenue, 132.50 feet to the Point of Beginning.

Tract II:

Lots 17 and 18, Block 3, ADAMS AND KING'S ADDITION TO ARGENTINE, a subdivision in Kansas City, Wyandotte County, Kansas.