

PROJECT MANUAL

Indian Springs Demolition (Mall)

Phase 2



NEIGHBORHOOD RESOURCE CENTER

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/ KANSAS CITY, KANSAS

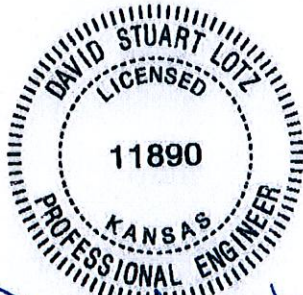
CONTRACT DOCUMENTS

FOR

INDIAN SPRINGS DEMOLITION (MALL) - PHASE 2

PROJECT ID: B25903

NEIGHBORHOOD RESOURCE CENTER



Prepared by: David Stuart Lotz
Professional Engineer

11/25/15
Date

Approved: [Signature]

11/25/15
Date

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LEGAL NOTICE OF INVITATION FOR BIDS
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
NEIGHBORHOOD RESOURCE CENTER

Bids are being solicited for a capital construction project known as:

Project Name	Indian Springs Demolition (MALL) – Phase 2
Project ID No.	B25903
Bid Date	December 23, 2015
Contract Time	210 Calendar Days
Estimated Value	\$2,00,000 to \$2,750,000

Bids will be received until 8:45 a.m. on the above date in the Office of the Unified Government Clerk, Municipal Office Building, 701 North Seventh Street, Room 323, Kansas City, Kansas, 66101. At 9:00 a.m., in the Commission Chambers, the bids will be publicly opened and read aloud.

Project goals for MBE and WBE participation are part of this solicitation in the event that your bid is in excess of \$250,000, pursuant to Section 18 of the Code of the Unified Government. Please refer to the “Agreement” section for goals, if applicable.

Bidding Documents may be examined during regular business hours at the Neighborhood Resource Center, 4953 State Avenue, Kansas City, Kansas, 66102. Copies of the plans may be downloaded from the following link:

www.ccengineers.com/share

LOGIN: indiansprings

PASSWORD: 2015demo

A **Mandatory** Pre-Bid Conference will be held at:

Neighborhood Resource Center
4953 State Avenue, Kansas City, Kansas 66102
Room: NRC Conference Room
Date: December 2, 2015
Time: 9:00A.M.

Bid security is required. The Unified Government reserves the right to reject any or all bids. Instructions to Bidders contains additional requirements.

The Unified Government of Wyandotte
County/Kansas City, Kansas

INSTRUCTIONS AND INFORMATION TO BIDDERS

1. Sealed bids will be received until the date and time stated in the Legal Notice of Invitation for Bids at which time in the Council Chambers the bids will be publicly opened and read aloud.
2. Bids shall be submitted in sealed envelopes, addressed to the Unified Government Clerk, Municipal Office Building, One McDowell Plaza, Kansas City, Kansas 66101. The outside of each sealed envelope containing a Bid Form shall plainly be marked "Bid" and shall state the name of the project and the name and address of the bidder. If forwarded by mail, the sealed envelope containing the Bid Form must be mailed inside another envelope to the addressee.
3. Within ten days from the date of receipt of the notice of award, the successful bidder shall come into compliance with chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-137 and 18-138 of the Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas. For information regarding compliance requirements, Contact the Contract Compliance Department located on the 6th Floor of the Municipal Office Building, or call (913) 573-5098 for information or escovil@wycokck.org;
4. Along with the bid, all bidders must submit, on the form provided, a completed Affidavit of Intended Utilization, listing the names of Subcontractors and Suppliers proposed for use and designating which Work each is to perform. Affidavit of Intended Utilization is required whether or not project goals are established. The Unified Government encourages solicitations from local-, minority-, and women-owned businesses, on all projects whether or not project goals are established. Prime bidders may access a listing of L/M/WBE firms by visiting www.wycokck.org and clicking the link titled "Supplier Database."
5. When a project goal for participation by MBEs or WBEs is established in the agreement, additional submittals are required. These additional requirements are located in the section of this project manual titled "Additional Requirements when MBE/WBE Goals are Established".
6. All bids shall be submitted on the printed Bid Form, or photocopy thereof, included in the Bidding Documents. All blank spaces must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one executed copy of the Bid Form is required. All other forms required to be submitted shall be completed by the bidder and submitted with the Bid Form. The Bid Form and all required forms shall be fastened together in one package. A second complete copy of the Bid Form and all other required forms, fastened as a second package, shall be submitted in the same envelope.
7. All Bids in excess of \$50,000.00 must be accompanied by bid security in the form of a bank-certified check, cash, or a Bid Bond underwritten by a surety company licensed to issue Bid Bonds in the State of Kansas. The bid security shall be in an amount not less than five percent (5%) of the total bid. The Bid Bond shall be in substantially the Bid Bond form provided in these Bidding Documents. The check or Bid Bond shall be made payable to the Unified Government of Wyandotte County/Kansas City, Kansas.

As soon as the bids have been compared, the Unified Government will return the checks or cash of all except the three lowest responsible bidders. Upon execution of the contract by the Unified Government, the checks or cash shall be returned to all bidders.

8. Bids may be modified or withdrawn by written notice received in the office of the Unified Government Clerk, Municipal Office Building, One McDowell Plaza, Kansas City, Kansas, prior to the time and date for bid opening. No bidder may withdraw or modify a bid with in sixty (60) days after the actual date of bid opening.
9. The Unified Government may issue amendments to Bidding Documents prior to the time for receipt of bids. The bidder shall acknowledge receipt of all amendments by executing and submitting them with the bid. Amendments shall be sent to all prospective bidders known to have received an Invitation for Bids. All postponements of the opening date of bids shall be effectuated by amendment.
10. Any information obtained from an officer, agent or employee of the Unified Government or any other person shall not modify or change the Invitation for Bids and shall not affect the risk or obligation assumed by the bidder or relieve him from fulfilling any of the conditions of the Invitations for Bids. Should a prospective bidder be in doubt as to the meaning of any provisions of the Invitation for Bids, he may submit to the Unified Government a written request for an interpretation. Any written request for interpretation shall be submitted to the Unified Government no later than seven (7) days from the date set for bid opening. Any interpretation of the Invitation for Bids shall be made by amendment.
11. Bidders shall visit the site of work and existing facilities and shall fully inform themselves of existing conditions and limitations. Responsibility for differing site conditions shall be determined in accordance with the Clause in the Invitation for Bids entitled "Differing Site Conditions" (Section 16 - General Conditions.) Bidder shall study all reports of subsurface exploration and other technical data which may be identified in the bidding documents. Bidder shall be familiar with all federal, state, and local laws and regulations that may affect cost, progress, or performance of the work. Bidder shall prepare bid from complete bidding documents.
12. A conditional or qualified bid will be rejected. Unified Government reserves the right to waive minor irregularities in a bid and to correct obvious mathematical errors on a bid form. The Unified Government reserves the right to reject any or all bids, as provided in Sections R3-201.04 and R3-201.05, of the Procurement Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and all Bidders must agree that such rejection shall create no liability on the part of the Unified Government of Wyandotte County/Kansas City, Kansas because of such rejections; and the filing of any bid in response to this Invitation shall constitute an agreement of the Bidder to these conditions.
13. Bid shall consist of unit price tabulation for one or more bid items and a single grand total for the Sum of all bid items. Bid Award will be based on the **Sum of all Bid Items**. A single bidder will be selected.

14. The contract for the work shall be awarded to the lowest responsive and responsible bidder whose bid does not exceed available funds as certified by the appropriate Fiscal Officer. Bidder's not complying with all of the requirements contained in the Legal Notice of Invitation for Bids and the Instructions and Information to Bidders may be judged nonresponsive. Bidder's responsibility or no responsibility shall be determined under Section R3-301 of the Procurement Regulations. Bidders shall supply information as requested by the Procurement Officer concerning the responsibility of such bidder. The Unified Government may waive informalities in its determination of responsiveness and responsibility.
15. Written notice of award shall be sent to the successful bidder. The successful bidder shall within ten (10) days from the date of receipt of the notice of award perform the following:
 - (a) If the contract is in excess of \$50,000, submit a performance bond in the amount of 100% of the contract price.
 - (b) If the contract is in excess of \$50,000, submit a payment bond to the State of Kansas in the amount of 100% of the price specified in the contract for the protection of all persons supplying labor, materials, equipment and supplies to the contractor or its subcontractor. Said bond shall comply with the requirements of K.S.A. 60-1111, as amended, and shall be filed with the Clerk of the District Court of Wyandotte County, Kansas.
 - (c) If the contractor is not a corporation or a resident of the State of Kansas, submit execute copy of the Appointment of Process Agent Form which has been filed in the office of the Clerk of the Wyandotte County District Court.
 - (d) If the contractor is a foreign corporation, has applied to and been authorized by the Kansas Secretary of State to do business in Kansas in accordance with K.S.A. 17-7301 et seq., has a resident agent in the State of Kansas, and executes the foreign Corporation Resident Agent Designation form.
 - (e) Submit a certificate of insurance evidencing insurance as required by the Clause in the Invitation for Bids entitled "Insurance" (Section 27 - General Conditions).
 - (f) Execute the agreement.

The Unified Government may at its option declare the bidder in default if the bidder fails to perform all of the above-enumerated conditions, in which case the bid security shall become the property of the Unified Government.
16. All bonds required by the Bidding Documents shall contain all terms and conditions contained in the provided bond forms and shall be executed by a surety company authorized to do business in the State of Kansas and countersigned by an agent licensed by the Unified Government of Wyandotte County/Kansas City, Kansas. The attorney in fact who signs bonds must file with each bond a certified and effective dated copy of their power of attorney.

17. The Unified Government, within thirty (30) days of Bidders' compliance with all the conditions contained in paragraph number 15 of this Information to Bidders, shall sign and return to the contractor a photocopy of the executed agreement. Should the Unified Government not execute the Agreement within thirty (30) days period, the Bidder may by written notice withdraw his signed agreement. Such notice of withdrawal shall be effective upon receipt of notice by the Unified Government.
18. The Notice to Proceed will be issued within thirty (30) days of the execution of the Agreement by the Unified Government. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Unified Government and the Contractor. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Contractor may, by Written Notice, terminate the Agreement without further liability on the part of either party.
19. Prior to contract award, the successful bidder(s) must ensure that all occupational taxes are paid. For information, contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8690.

BID

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

B I D

To: The Unified Government of Wyandotte County/Kansas City, Kansas

Proposal of _____
(hereinafter called "Bidder") organized and existing under the laws of the State of

_____, doing business as _____

1. In compliance with the Invitation for Bids, the undersigned Bidder hereby proposes to furnish all material, tools, labor and equipment and to perform all Work necessary to construct and complete the Project known as:

Project Name: Indian Springs Demolition (MALL) – Phase 2
Project ID: B25903

in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated herein.

2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies, as to his own organization, that:
 - A. The price submitted is independently arrived at without collusion.
 - B. The bidder has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 (Ethics in Public Contracting) of the Procurement Code and in Chapter 12 of the Procurement Regulations.
 - C. The Bidder has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in R-12-106 (Gratuities and Kickbacks) of the Procurement Regulations.
 - D. The Bidder represents that he has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

3. Bidder hereby agrees to complete all Work and to fully complete the Project within **210 Calendar** days from the date specified in the Notice to Proceed.

4. Bidder acknowledges receipt of the following Amendment(s):

5. Bidder agrees to furnish all materials, labor, tools, equipment and perform all the Work described in the Contract Documents for the following prices:

(Listed on attached table)

Respectfully submitted,

By _____
Signature

Date

SEAL

Title

Bidder's form of business is:

Attest _____
(Corporations only)

_____ An INDIVIDUAL,
residing in the State of _____

Business Address

_____ A PARTNERSHIP,
organized in the State of _____

License Number (if applicable)

_____ A CORPORATION,
incorporated in the State of _____

Indian Springs Demolition (Mall) - Phase 2

No.	Item	Quantity	Unit	Unit Price	Extended Cost
1	Lump sum price for the demolition, transportation and disposal of building and building contents	1.0	L.S.		
2	Lump sum price for the removal, transportation and disposal of Asbestos Containing Materials	1.0	L.S.		
3	Lump sum price for Grading and Erosion Control	1.0	L.S.		

 Subtotal Bid in Words
 (Prior to salvage)

Subtotal Bid in Figures _____

No.	Item	Quantity	Unit	Unit Price	Extended Cost
4	Lump sum price for the salvage of all building materials including steel and building contents. This should be a deduct to the subtotal above.	1.0	L.S.		

 Subtotal Bid in Words
 (Salvage Only - Deduct)

Subtotal Bid in Figures _____

 Total Bid in Words
 (Total bid includes deduct for salvage)

Total Bid in Figures _____

 Bidder's Signature

Date: _____

BID BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____,
(Name of Contractor)

as Principal, and _____,
(Name of Surety Company)

a corporation duly organized under the laws of the State of _____, and authorized to do business in Kansas as Surety, are held and firmly bound unto the Unified Government of Wyandotte County/Kansas City, Kansas for the sum of _____

Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Project Name: Indian Springs Demolition (MALL) – Phase 2
Project ID: B25903

NOW, THEREFORE, if the Unified Government shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Unified Government in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Unified Government the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Unified Government may in good faith contract with another party to perform work covered by said bid and such larger amount for which the Unified Government may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this . day of _____, 20 ____.

CONTRACTOR:

SURETY:

(Name of Contractor)

(Name of Surety)

(Seal)

(Seal)

By _____

By _____

(Name)

(Name)

(Title)

Attorney in Fact

(Witness)

(Witness)

Approved:

(Chief Counsel)

AGREEMENT

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20___, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government," and

(Contractor)

as (an individual), or (a partnership), or (a corporation), hereinafter called "Contractor."

WITNESSETH: That and for in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the Project known as:

**Project Name: Indian Springs Demolition (MALL) – Phase 2
Project ID: B25903**

2. The Contractor will furnish all of the Material, supplies, tools, Equipment, labor and other services necessary for the construction and completion of the Project described above.

3. **The following project goals have been established for this project: MBE/WBE participation shall be a combined 15%. Where goals are established, Contractor shall achieve the project goal or shall provide satisfactory documentation of good faith effort to achieve the project goal.**

4. The Contractor will complete all the Work required by the Contract Documents within **210 Calendar** days after the date established in the Notice to Proceed unless the period for completion is extended otherwise by the Contract Documents. The Contractor further agrees to pay, as Liquidated Damages, the sum of **\$500.00**, for each **Calendar** day thereafter as provided in Section 24 of the General Conditions.

5. The Contractor agrees to perform and complete all the Work described in the Contract documents for the unit prices listed in the Bid Form, for an estimated total amount of **AMOUNT WORDS (AMOUNT NUMBERS)**. Actual payment shall be the sum of the products of the installed and accepted quantity of each bid item, measured by the Engineer as described in Contract Documents, times its unit price. The Contractor acknowledges that the unit prices listed in the Bid Form contemplate the construction of all facilities complete, in conformance with the Contract Documents, and that the cost of work required by the Contract Documents for which a specific unit price is not listed is included in the unit price for the closest applicable item.

6. It is understood that the "Project Manager" representing the Unified Government shall be **Erin Downing**.

7. The term "Contract Documents" means and includes the following:

- (a) Legal Notice of Invitation for Bids
- (b) Instructions and Information to Bidders

Agreement

- (c) Executed Bid Form
- (d) Bid Bond
- (e) Amendments
- (f) Agreement
- (g) Payment Bond
- (h) Performance Bond
- (i) Notice of Award
- (j) Notice to Proceed
- (k) Change Orders
- (l) Additional Written Instruction and Detailed Drawings
Approved by the Engineer
- (m) Drawings
- (n) General Conditions
- (o) Supplemental General Conditions
- (p) Forms
- (q) Technical Provisions
- (r) Special Conditions

8. The Unified Government will pay the Contractor in the manner and at such times as set forth in Section 25 of the General Conditions such amounts as required by the Contract Documents.

9. This Agreement shall be binding upon all parties hereto and their representative heirs, executor, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, an original on the date first above written.

OWNER:
Unified Government of Wyandotte
County/Kansas City, Kansas

CONTRACTOR:

 (Contractor)

By _____
County Administrator

By _____

Name _____

Address _____

ATTEST:

Unified Government Clerk

ATTEST:

Title

**LABOR AND MATERIAL
PAYMENT BOND**

*Note to Clerk of the District Court, Wyandotte County, Kansas:
Please enter date filed and furnish case number.*

Case No. _____

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE,

_____ (Name of Contractor)

as Principal, and

_____ (Name of Surety Company)

a corporation duly organized under the laws of the State of _____, and authorized to do business in Kansas, as Surety, are held and firmly bound unto the State of Kansas, as Oblige hereinafter called State, for the use and benefit of claimants as hereinafter defined, in the amount of _____

_____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a contract with Unified Government of Wyandotte County/Kansas City, Kansas, for

Project Name: Indian Springs Demolition (MALL) – Phase 2
Project ID: B25903

in accordance with drawings and specifications prepared by **Continental Consulting Engineers, Inc.**, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if the said Principal or the sub-contractor or sub-contractors of said Principal shall pay all indebtedness incurred for supplies, materials, or labor furnished, or equipment used or consumed in connection with or in or about the construction or making of the above described improvements, this obligation shall be void; otherwise, it shall remain in full force and effect.

Signed and sealed this _____ day of _____, 20____.

CONTRACTOR:

SURETY:

(Name of Contractor)

(Name of Surety)

(Seal)

(Seal)

By _____

By _____

(Name)

(Name)

(Title)

Attorney in Fact

(Witness)

(Witness)

Approved:

(Assistant U.G. Attorney)

PERFORMANCE BOND

Filing of this bond with the Clerk of the District Court is not a contract requirement

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE,

(Name of Contractor)

as Principal referred to herein as Contractor, and

(Name of Surety Company)

a corporation duly organized under the laws of the State of _____, and authorized to do business in Kansas, as Surety, are held and firmly bound unto the Unified Government of Wyandotte County/Kansas City, Kansas, as Obligee, in the amount of _____

Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a contract with the Unified Government of Wyandotte County/Kansas City, Kansas for

Project Name: Indian Springs Demolition (MALL) – Phase 2
Project ID: B25903

in accordance with drawings and specifications prepared by **Continental Consulting Engineers, Inc.**, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Unified Government and its obligation is not affected by any such alteration or extension provided the same is within the scope of the Contract. Whenever Contractor shall be, and is declared by Unified Government to be in default under the Contract, the Unified Government having performed Unified Government's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Unified Government and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Unified Government, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completions arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean total amount payable by Unified Government to Contractor under the Contract and any amendments thereto, less the amount properly paid by Unified Government to Contractor. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Unified Government or successors of the Unified Government.

Signed and sealed this _____ day of _____, 20____

CONTRACTOR:

SURETY:

(Name of Contractor)

(Name of Surety)

(Seal)

(Seal)

By _____

By _____

(Name)

(Name)

(Title)

Attorney in Fact

(Witness)

(Witness)

Approved:

(Assistant U.G. Attorney)

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
APPOINTMENT OF PROCESS AGENT FORM**

_____, as CONTRACTOR, having entered into written agreement, dated _____, 20____, for construction of certain public work described

as **Project Name: Indian Springs Demolition (MALL) – Phase 2**

Project ID: B25903

does hereby appoint _____,

whose address is _____,

Kansas, as process agent, in compliance with the requisites of Section 16-113, General Statutes of Kansas as amended, 1980.

Duly executed this _____ day of _____, 20____.

Contractor _____

By _____

Title _____

Processing instructions:

1. *A Contractor who is doing business as an individual, a partnership, or an unincorporated association and who is not a resident of the State of Kansas shall execute this document.*
2. *Contractor shall file one copy of this document with the Clerk of the District Court of Wyandotte County, and one copy with the City's contracting agency.*
3. *Pursuant to paragraph 13 of the Instructions to Bidders a contract will not be executed until this form is completed and filed.*

FOREIGN CORPORATION RESIDENT AGENT DESIGNATION

Contractor is a corporation, and is not incorporated in the State of Kansas. Contractor must be authorized to do business in the State of Kansas in accordance with K.S.A. 17-7301. Contractor designates below a resident agent in the State of Kansas as required by K.S.A. 17-6202 and 17-7301, and as specified elsewhere herein.

Resident Agent

Name and Address

Processing instructions:

- 1. A Contractor who is a corporation and is not incorporated in the State of Kansas shall execute this document.*
- 2. Contractor shall file one copy of this document with the City's contracting agency.*
- 3. Pursuant to paragraph 13 of the Instructions to Bidders a contract will not be executed until this form is completed and filed.*

CONDITIONS OF THE CONTRACT

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UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS
GENERAL CONDITIONS

1. DEFINITIONS: Wherever used in the Invitation for Bids, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural and/or of either sex thereof:

1.1 AMENDMENT - Written or graphic instruments issued prior to the opening of Bids which modify or interpret the Invitation for Bids by additions, deletions, clarifications or corrections.

1.2 AGREEMENT - The Unified Government's Agreement Form voluntarily signed and witnessed by the Unified Government and Contractor and made a part of the Contract Documents.

1.3 BID - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.4 BIDDER - Any person, firm or corporation submitting a Bid for the Work.

1.5 BONDS - Bid, performance and payment bonds and other instruments of security, furnished by the contractor and his surety in accordance with the Invitation for Bids.

1.6 CHANGE ORDER - a written order signed by the Procurement Officer, directing the contractor to make changes which the Changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

1.7 UNIFIED GOVERNMENT - The Unified Government of Wyandotte County/Kansas City, Kansas, a Municipal Corporation.

1.8 CONSULTANT - A person, firm or corporation contracted with by the Unified Government to perform specific technical or professional tasks as set forth in the signed written agreement between the Unified Government and Consultant.

1.9 CONTRACT DOCUMENTS - The contract including Legal Notice of Invitation for Bids, Instructions and Information to Bidders, executed Bid Form, Bid Bond, Amendments, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, additional written instruction and detailed drawings approved by the Engineer/Architect, Drawings, general Conditions, Supplemental General Conditions, Special Conditions, Technical Provisions.

1.10 CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.11 CONTRACT TIME - The number of days stated in the Contract Documents for the completion of the Work. Time shall be measured in calendar days

or working days as specified in the Agreement.

1.12 CONTRACTOR - The person, firm or corporation with whom the Unified Government has executed the Agreement.

1.13 DAYS - Except for calculation of Contract Time when working days are specified, all periods of time prescribed in the Contract Documents shall be measured in calendar days. In computing time the day of the event from which the designated period of time begins to run shall not be included, but the last day of the period shall be included unless it is Saturday, Sunday, or a Unified Government holiday, in which event the period shall run to the end of the next business day.

1.14 DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared and/or approved by the Engineer/Architect.

1.15 ENGINEER/ARCHITECT - The Procurement Officer or his designee, or the Consultant hired by the Unified Government to perform professional services as designated in the Agreement.

1.16 EQUIPMENT - All machinery and equipment, together with the necessary supplies for operation, upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

1.17 INVITATION FOR BIDS - All documents, whether attached or incorporated by reference, utilized for soliciting bids, including but not limited to the Legal Notice of Invitation for Bids, Instructions and Information to Bidders, General Conditions, Supplemental General Conditions, Technical Provisions, Special Conditions, Agreement Form, Bid Form, Bond Forms, EEO Requirements, Drawings and Amendments.

1.18 MANUFACTURER - The person, firm or corporation responsible for the commercial manufacturing, assembling or processing of materials and/or equipment to be incorporated in the Project.

1.19 MATERIAL - Any substance specified for use in the construction of the project and its appurtenances.

1.20 MONUMENT - A boundary marker.

1.21 NOTICE OF AWARD - The written notice of the acceptance of the Bid by the Unified Government to the successful Bidder.

1.22 NOTICE TO PROCEED - A written notice issued by the Unified Government to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Contract Time.

1.23 PROCUREMENT CODE - The Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas, effective June 27, 1983

by ordinance Number 64497, and amendments thereto. This document may be viewed during normal business hours in the office of the Unified Government Clerk.

1.24 PROCUREMENT OFFICER - Any person duly authorized to administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.

1.25 PROCUREMENT REGULATION - The Procurement Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, effective June 27, 1983, and amendments thereto. This document may be viewed during normal business hours in the office of the Unified Government Clerk.

1.26 PROJECT - The undertaking to be performed as provided in the Contract Documents with payment to the Contractor from the Unified Government.

1.27 PROJECT REPRESENTATIVE - The Engineer/Architect's agent assigned to the project site who shall act under the supervision and direction of the Engineer/Architect. He shall confer with the Engineer/Architect regarding his actions, and shall generally communicate with the Unified Government only through the Engineer/Architect.

1.28 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the Work will be fabricated, installed, formed or constructed.

1.29 SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship, including Technical Provisions and Special Conditions.

1.30 SPECIAL CONDITIONS - A part of the Contract Documents being a modification, amplification and/or additional information of the General, or Supplemental General Conditions or Technical Provisions.

1.31 SPECIFIED COMPLETION DATE - The date on which the contract work is specified to be completed.

1.32 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

1.33 SUBSTANTIAL COMPLETION - That date as certified by the Engineer/Architect when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

1.34 SUPPLEMENTAL GENERAL CONDITIONS - A part of the Contract Documents consisting of modifications and additions to the General Conditions

or Instructions to Bidders that are applicable to a specific projects of procurement agency.

1.35 SUPPLIER - Any person, firm, corporation or organization who supplies Materials or Equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

1.36 SURETY - The corporation, partnership or individual, other than the Contractor, executing a bond furnished by the Contractor.

1.37 TECHNICAL PROVISIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship required for the Project.

1.38 WORK - All labor, equipment and tools necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

1.39 WORKING DAY When working days are specified, a working day shall be any day from the starting date through the completion of the project except as follows:

- a. Saturdays, Sundays, Unified Government holidays, and the dates from December 24 through January 2, inclusive, unless the Contractor requests and receives permission to work on these dates.
- b. Days on which adverse weather, or conditions immediately resulting from adverse weather, prevent work on the controlling item for at least 50% of the total daily time.
- c. Days on which the current controlling item is delayed or suspended due to acts of the Engineer/Architect for at least 50% of the total daily time.
- d. Days on which correction of differing site conditions prevent work on the current controlling item for at least 50% of the total daily time. Differing site conditions shall be those listed in General Condition 16.1.

Only whole days will be counted. On non-working days Contractor may, at his option and with no count against the contract time, pursue any work not affected by weather or other conditions affecting the controlling item.

The current controlling item is that feature or features of the work which if delayed or prolonged, at the time in question, will delay the completion of the project. The controlling item may be an activity or it may be a curing period or other mandatory waiting period. Working and non-working days shall be determined and recorded at regular intervals by the Engineer/Architect. Contractor shall review calculation of time and resolve any differences with the Engineer/Architect prior to each partial pay submittal.

1.40 WRITTEN NOTICE - Any notice to any party to the Agreement in writing the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work, or so mailed or delivered to the party listed with the Clerk of the District Court of Wyandotte County as the Contractor's Process Agent.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS.

2.1 The Contractor may be furnished additional written instructions and detail drawings, by the Engineer/Architect, as necessary to carry out the Work required by the Contract Documents.

2.2 The Contractor shall carry out the Work in accordance with the additional written instructions and detail drawings.

3. SCHEDULES, REPORTS AND RECORDS FOR PUBLIC PROJECTS.

3.1 The Contractor shall submit to the Engineer/Architect such schedule of quantities and costs, progress schedules, payrolls, reports, estimates record and other data where applicable as are required by the Contract Documents for the Work to be performed.

3.2 Prior to the commencement of Work, the Contractor shall submit construction progress schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part and, as applicable, the dates at which special detail drawings will be required, and respective dates of submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

4. DRAWINGS AND SPECIFICATIONS.

4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Unified Government.

4.2 In case of conflict between the Drawings and Specifications, the drawings shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Special Conditions shall govern over Technical Provisions and the General Conditions.

4.3 Any discrepancies, inconsistencies, or ambiguities found between the Drawings or Specifications shall be immediately reported to the

Engineer/Architect, in writing, who shall promptly correct them in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities, but before correction by the Engineer/Architect, shall be done at the Contractor's risk.

5. SHOP DRAWINGS.

5.1 Where required by the special conditions or technical provisions, the Contractor shall provide to the Engineer/Architect not less than 4 copies of all Shop Drawings which bear the certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. The Contractor shall also note on the Shop Drawings all deviations from the Contract Documents. The Engineer/Architect's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The Engineer/Architect may elect not to review shop drawings not required by the contract documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change order. If the Contractor requires more than 1 copy returned of "approved" or "approved if corrected as noted" drawings, additional copies shall be included in original submittal with all additional copies returned to the Contractor.

5.2 The review action by the Engineer/Architect will be as shown:

Action By <u>Engineer</u>	Retained By <u>Engineer</u>	Required <u>Resubmittal</u>
Approved	3	no
Approved if Corrected as Noted	3	no
Correct and Resubmit	1	yes
Not Approved	1	yes

5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or sample has been approved by the Engineer/Architect. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer/Architect.

6. MATERIALS, SERVICES AND FACILITIES.

.6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all Materials, labor, tools, Equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and

deliver the Work within the specified time.

6.2 Contractor shall furnish only new Material of the type, size, and strength class with all accessories as specified, indicated and/or necessary for a completed project.

6.3 Manufacturer of Material to be incorporated within the project shall be experienced in the design, manufacture, testing, and commercial supplying of the specified materials.

6.4 Materials and Equipment shall be so transported, stored and installed as to insure the preservation of their quality and fitness for the Work. Said transporting, handling and storage shall conform to the Manufacturer's recommendations unless otherwise required in the Contract Documents. Stored Materials and Equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

6.5 Damaged Materials will be subject to rejection and cannot be incorporated within the project without written approval from the Engineer/Architect.

6.6 Manufactured articles, Materials and Equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the Manufacturer unless otherwise specifically stated in the Contract Documents.

6.7 Contractor shall submit to the Engineer/Architect six (6) copies each of Manufacturer's design, Material specifications, quality control methods, recommended installation instructions, warranties, delivery dates, manufacturing location and if specifically requested samples of Materials to be incorporated within the Project for approval. Purchase of Materials not approved by the Engineer/Architect will be done only at the Contractor's risk.

6.8 Materials, supplies and Equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer/Architect.

6.9 Materials, supplies or Equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

6.10 Contractor shall require, secure and submit to the Engineer/Architect six (6) copies of all material certifications and test transcripts for all Materials incorporated within the Project. Material testing shall be performed by the Manufacturer's quality control personnel and/or approved independent testing laboratory, all in conformance with applicable and acceptable standards. Provisions shall be made that the Engineer/Architect and/or approved independent test laboratory personnel may witness such tests. Failure of the Engineer/Architect to reject Materials will not be grounds for acceptance if defects are later

found; however, all Materials rejected by the Engineer/Architect as unsuitable, nonconforming and/or failing to meet minimum required test results shall not be used and shall be removed from the Project site by the Contractor.

7. INSPECTION AND TESTING.

7.1 All Materials and Equipment used in the construction of the Work shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

7.2 Tests and certifications are required to demonstrate that all products installed in the work comply with the specifications. Responsibility for testing shall be as indicated below:

a. City is responsible for acceptance tests on installed products and on products delivered for installation; such as field or laboratory tests for slump, air and strength of concrete, temperature of asphalt mixes, reference and relative density of asphalt mixtures, reference and relative density of embankment and fill material, infiltration/ exfiltration test and televising of sewer mains, thickness and surface straight edging, and the like; except for those tests listed in "c." below. Engineer/Architect shall determine the time, location, and frequency of field testing and sampling. Upon request the Unified Government will provide Contractor with one copy of test results.

If Contractor has reasonable objection to the testing laboratory employed by the Unified Government, Contractor shall submit a written protest using the procedure for claims based on procurement officer's actions or omissions.

b. Contractor shall reimburse the Unified Government for tests performed by the Unified Government when the results of those tests do not meet specified limits.

c. Contractor and his suppliers are responsible for process control tests normally conducted at the source of supply, such as certifications of manufactured products, concrete and asphalt mix designs, mixing plant quality monitoring tests, gradation tests of pipe bedding and imported fill material, fertilizer and seed certifications, and the like. Submittal of tests and certifications shall follow the procedures for shop drawings.

Contractor shall be responsible for the following field tests: tightness testing of manholes and sewer lines; mandrel testing of non-rigid sewer mains; start-up, demonstration and adjustment of HVAC, mechanical, electrical, or communication systems; and profilograph testing of concrete and asphalt pavements where required by the technical

specifications, special conditions, or drawings. When profilograph testing is ordered by the Engineer because of poor subjective ride quality, compensation for the testing shall be based on General Condition 7.7.

d. Contractor shall employ an independent commercial laboratory, acceptable to the Engineer, to conduct source of supply tests. The laboratory shall have the staff, equipment, qualifications, and experience to perform the tests in accordance with the specified standards.

e. Contractor shall cooperate with Unified Government's field testing and sampling; interrupting, exposing and repairing the work when necessary and providing labor, sample material, and facilities to accommodate the testing and sampling.

7.3 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be specifically inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer/Architect timely notice of readiness. The Contractor will then furnish the Engineer/Architect the required certificates of inspection, testing or approval.

7.4 Inspections, test or approvals by the Engineer/Architect or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

7.5 The Engineer/Architect and/or his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal, State or local agency shall be permitted to inspect all Work, Materials, payrolls, records of personnel, invoices of Material, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

7.6 If any Work is covered contrary to the instructions of the Engineer/Architect or his project representative, or if Work is covered prior to inspection required by the Contract Documents, said Work must, if requested by the Engineer/Architect, be uncovered for inspection and replaced at the Contractor's expense

7.7 If after the Work is covered in accordance with the Engineer/Architect's instructions and the requirements of the Contract Documents the Engineer/Architect subsequently issues instructions to uncover the Work for inspection, the contractor shall uncover the Work in question. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, inspection and reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the

Contract Time, or both, directly attributable to such uncovering, inspection, and reconstruction and an appropriate Change Order shall be issued

8. SUBSTITUTIONS.

8.1 Whenever Material or Equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and not to limit competition, and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer/Architect, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer/Architect may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

9. PATENTS.

9.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Unified Government, Engineer/Architect, or Consultants harmless from loss on account thereof, except that the Unified Government shall be responsible for any such loss when a particular process, design, or the product of a particular Manufacturer or Manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer/Architect.

10. CONSTRUCTION STAKING.

10.1 The Contractor shall perform all construction staking; completed staking shall be reviewed by the Engineer/Architect before work commences

10.2 The Owner will furnish necessary boundary surveys and establish all baselines for locating the principal component parts of the Work, together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents.

10.3 The Contractor shall retain or provide a Land Surveyor, licensed to practice in the State of Kansas, to develop and make any detailed surveys necessary for the construction of the Work.

10.4 The Contractor shall carefully preserve bench

marks, reference points and stakes and, in case of willful or careless destruction by his operations, or those of his Subcontractors or Material suppliers, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

11. PROTECTION OF WORK, PROPERTY AND PERSONS.

11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities forty-eight (48) hours in advance when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Unified Government or the Engineer/Architect or consultant or anyone employed by any of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer/Architect or Unified Government, shall act to prevent threatened damage, injury or loss. He will give the Engineer/Architect prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR.

12.1 The Contractor will supervise inspect and direct the Work. He will be solely responsible for the mean methods, techniques, procedures and safety of construction. Except where limited by the Engineer/Architect's authority to adjust schedule to meet objectives listed in Condition 33.2, the

Contractor shall be responsible for sequence of the work. The Contractor will employ and maintain on the Work a qualified superintendent who has full knowledge of and prior experience with the Materials and methods necessary to conform with the terms of and intent of these Contract Documents and who shall have been designated to the Engineer/Architect in writing by the Contractor as the Contractor's representative at the site. The superintendent shall have full authority to act on behalf of the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be present on the site at all times.

12.2 The Contractor shall not change the superintendent without prior approval of the Engineer/Architect, except if the superintendent leaves the Contractor's employment.

13. CHANGES.

13.1 CHANGE ORDER - The Procurement Officer, at any time, and without notice to the sureties, in a signed writing designated or indicated to be a Change Order, may order:

- a. changes in the work within the scope of the Contract Documents; and
- b. changes in the time for performance of the Work that do not alter the scope of the Contract Documents.

13.2 ADJUSTMENTS OF PRICE OR TIME FOR PERFORMANCE - If any such Change Order increases or decreases the Contractor's cost of, or the time required for, performance of any part of the Work under these Contract Documents, whether or not changed by the order, an adjustment shall be made and the Contract Documents modified in writing accordingly. Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of these Contract Documents. (Section 14 of the General Conditions).

Failure of the parties to agree to an adjustment shall not excuse a Contractor from proceeding with the Work as changed, provided that the Unified Government promptly and duly make such provisional adjustments in payments or time for performance as may be reasonable. By proceeding with the Work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

13.3 WRITTEN CERTIFICATION - The Contractor shall not perform any Change Order in excess of \$500 unless it bears, or the Contractor has separately received, a written certification, signed by the Fiscal Officer, that funds are available therefore; and, if acting in good faith, the Contractor may rely upon the validity of such certification.

13.4 TIME PERIOD FOR CLAIM - Within 30 days after receipt of a written Change Order under

Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the Unified Government is prejudiced by the delay in notification.

13.5 CLAIM BARRED AFTER FINAL PAYMENT - No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under these Contractor Documents.

13.6 CLAIMS NOT BARRED - In the absence of such a Change Order, nothing in the Contract Documents shall restrict the Contractor's right to pursue a claim arising under the Contract Documents if pursued in accordance with the Clause entitled "Claims Based on a Procurement Officer's Actions or Omissions" (Section 22 of the General Conditions) or for breach of contract.

14. PRICE ADJUSTMENT.

14.1 PRICE ADJUSTMENT METHODS - Any adjustment in Contract Price pursuant to clauses in these Contract Documents shall be made in one or more of the following ways:

- a. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- b. by unit prices specified in the Contract Documents or subsequently agreed upon;
- c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the Contract Documents or subsequently agreed upon;
- d. in such other manner as the parties may mutually agree; or
- e. in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of cost attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Article 7 (Cost Principles) and subject to the provisions of Article 9 (Legal and Contractual Remedies) of the Procurement Code.

14.2 SUBMISSION OF COST OR PRICING DATA - The Contractor shall submit cost or pricing data for any price adjustments subject to the provisions of Section 3-303 (Cost or Pricing Data) of the Procurement Code.

15. VARIATIONS IN ESTIMATED QUANTITIES.

15.1 VARIATIONS REQUIRING ADJUSTMENTS - Where the quantity of a pay item in these Contract

Documents is an estimated quantity and where the actual quantity of such pay item varies more than 15% above or below the estimated quantity stated in these Contract Documents, an adjustment in the Contract Price shall be made upon demand of either party. The adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115% or below 85% of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Procurement Officer shall, upon receipt of a timely written request for an extension of time, prior to the date of final settlement, ascertain the facts and make such adjustment for extending the completion date as in the judgment of the Procurement Officer the findings justify.

15.2 ADJUSTMENTS OF PRICE - Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. (Section 14 of the General Conditions).

16. DIFFERING SITE CONDITIONS, PRICE ADJUSTMENTS.

16.1 NOTICE - The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer/Architect of:

- a. subsurface or latent physical conditions at the site differing materially from those indicated in these Contract Documents; or
- b. unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in these Contract Documents.

16.2 ADJUSTMENTS OF PRICE OR TIME FOR PERFORMANCE - After receipt of such notice, the Engineer/Architect shall promptly investigate the site, and if it is found that such conditions do materially so differ and cause an increase in the Contractor's cost of, or the time required for, performance of any part of the Work under these Contract Documents, whether or not changed as a result of such conditions, an adjustment shall be made and the Contract Documents modified in writing accordingly. Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. (Section 14 of the General Conditions.)

16.3 TIMELINESS OF CLAIM - No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in this clause; provided, however, that the time prescribed therefore may be extended by the Procurement Officer in writing.

16.4 NO CLAIM AFTER FINAL PAYMENT - No claim by the Contractor for an adjustment thereunder shall be allowed if asserted after final payment under these Contract Documents.

16.5 KNOWLEDGE - Nothing contained in this clause shall be grounds for an adjustment in compensation if the Contractor had actual knowledge of the existence of such conditions prior to the submission of bids.

17. TIME FOR COMPLETION.

17.1 The date beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Contract Time shall commence on a date specified in the Notice to Proceed.

17.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Unified Government that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

18. TERMINATION FOR DEFAULT FOR NON-PERFORMANCE OR DELAY - DAMAGES FOR DELAY - TIME EXTENSIONS.

18.1 DEFAULT - If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will assure its completion within the time specified in these Contract Documents, or any extension thereof, fails to complete said Work within such time, or commits any other substantial breach of these Contract Documents, and further fails within 14 days after receipt of written notice from the Procurement Officer to commence and continue correction of such refusal or failure with diligence and promptness, the Procurement Officer may, by written notice to the Contractor, declare the Contractor in breach and terminate the Contractor's right to proceed with the Work or such part of the Work as to which there has been delay. In such event the Unified Government may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the Work, such Materials, appliances, and plant as may be on the site of the Work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, the Contractor and the Contractor's sureties shall be liable for any damage to the Unified Government resulting from the Contractor's refusal or failure to complete the work within the specified time.

18.2 LIQUIDATED DAMAGES UPON TERMINATION - If fixed and agreed liquidated damages are provided in these Contract Documents, and if the Unified Government so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages for such reasonable time as may be required for final completion of the Work.

18.3 LIQUIDATED DAMAGES IN ABSENCE OF TERMINATION - If fixed and agreed liquidated

damages are provided in the Contract Documents, and if the Unified Government does not terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the Work is completed or accepted.

18.4 TIME EXTENSION - The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

a. the delay in the completion of the Work arises from causes such as: acts of God; acts of the public enemy; acts of the Unified Government or any other governmental entity in either a sovereign or contractual capacity; acts of another Contractor in the performance of a contract with the Unified Government; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; delays of Subcontractors due to causes similar to those set forth above; or shortage of Materials; provided, however, that no extension of time will be granted for a delay caused by a shortage of Materials, unless the Contractor furnishes to the Engineer/Architect proof that the Contractor has diligently made every effort to obtain such Materials from all known sources within reasonable reach of the Work, and further proof that the inability to obtain such Materials when originally planned did in fact cause a delay in final completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations; and

b. the Contractor, within ten days from the beginning of any such delay (unless the Procurement Officer grants a further period of time before the date of final payment under the Contract Documents), notifies the Engineer/Architect in writing of the causes of delay. The Procurement Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the judgment of the Procurement Officer, the findings of fact justify such an extension.

18.5 ERRONEOUS TERMINATION FOR DEFAULT - If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issue pursuant to the Termination for Convenience clause. (Section 23 of the General Conditions.)

18.6 Where the Contractor's services have been so terminated by the Unified Government, said termination shall not affect any right of the Unified Government against the Contractor then existing or which may thereafter accrue. Any retention or

payment of monies by the Unified Government will not release the Contractor from compliance with the Contract Documents.

18.7 ADDITIONAL RIGHTS AND REMEDIES - The rights and remedies of the Unified Government provided in this clause are in addition to any other rights and remedies provided by law or under these Contract Documents.

19. SPECIFIC ACTS CONSTITUTING SUBSTANTIAL BREACH.

19.1 The following acts committed by the Contractor will constitute a substantial breach of the Contract Documents and may result in termination of the Work.

- a. If the Contractor is adjudged bankrupt or insolvent.
- b. If the Contractor makes a general assignment for the benefit of his creditors.
- c. If a trustee or receiver is appointed for the Contractor or any of his property.
- d. If the Contractor files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws.
- e. If Contractor repeatedly fails to supply sufficient skilled workmen or suitable Material or Equipment.
- f. If the Contractor repeatedly fails to make prompt payments to Subcontractors or for labor, Material or Equipment.
- g. If the Contractor disregards ordinances, rules, regulations or orders of any public body having jurisdiction of the Work.
- h. If the Contractor disregards the authority of the Purchasing Officer or consultant.

19.2 Acts other than those specified in 19.1 may constitute substantial breach.

19.3 The procedure for termination for substantial breach of the Contract Documents shall be in accordance with the clause entitled "Termination for Default for Non-performance or Delay - Damages for Delay - Time Extensions" (Section 18 of General Conditions).

20. CORRECTION OF WORK.

20.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer/Architect for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Unified Government and shall bear the expense of making good all Work of other Contractors or Subcontractors destroyed or damaged by such removal or replacement.

20.2 All removal and replacement Work shall be

done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Unified Government may remove such Work and store the Materials, at the expense of the Contractor.

21. SUSPENSION OF WORK.

21.1 SUSPENSION FOR CONVENIENCE - The Procurement Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as may be determined to be appropriate for the convenience of the Unified Government.

21.2 ADJUSTMENT OF COST - If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Procurement Officer in the administration of these Contract Documents, or by the failure of the Procurement Officer to act within the time specified in these Contract Documents (or if no time is specified, within reasonable time), an adjustment shall be made for any increase in the cost of performance of these Contract Documents necessarily caused by such unreasonable suspension, delay, or interruption and the Contract Documents modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent:

- a. that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or
- b. for which an adjustment is provided for or excluded under any other provision of these Contract Documents.

21.3 TIME RESTRICTION ON CLAIM - No claim under this clause shall be allowed:

- a. for any costs incurred more than 20 days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- b. unless the claim is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract Documents.

21.4 ADJUSTMENTS OF PRICE - Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of These Contract Documents. (Section 14 of the General Conditions.)

22. CLAIMS BASED ON A PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS.

22.1 NOTICE OF CLAIM - If any action or omission on the part of the Procurement Officer

requiring a performance change within the scope of the Contract Documents constitutes the basis for a claim by the Contractor for additional compensation, damages, or an extension of time for completion, the Contractor shall continue with performance of the Work in compliance with the directions or orders of such officials, but by so doing, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion, provided:

a. The Contractor shall have given Written Notice to the Procurement Officer:

i. prior to the commencement of the Work involved, if at that time the Contractor knows of the occurrence of such action or omission;

ii. within 30 days after the Contractor knows of the occurrence of such action or omission, if the Contractor did not have such knowledge prior to the commencement of the Work; or

iii. within such further time as may be allowed by the Procurement Officer in writing.

b. The notice required by Subparagraph (22.1.a.) of this paragraph described as clearly as practicable at the time the reasons why the Contractor believes that additional compensation, damages, or an extension of time may be remedies to which the Contractor is entitled; and

c. The Contractor maintains, and upon request makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

22.2 LIMITATION OF CLAUSE - Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any Unified Government officers and any Contractors from acting in collusion or bad faith in issuing or performing Change Orders which are clearly not within the scope of the Contract Documents.

22.3 ADJUSTMENTS OF PRICE - Any adjustment in the Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of these Contract documents. (Section 14 of the General Conditions.)

23. TERMINATION FOR CONVENIENCE.

23.1 TERMINATION - The Unified Government may, when the interests of the Unified Government so require, terminate the Unified Government's obligations under these Contract Documents, in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give

written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

23.2 CONTRACTOR'S OBLIGATIONS - The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated obligations. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated obligations. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Unified Government. The Contractor must still complete the obligation not terminated by the notice of termination and may incur obligations as necessary to do so.

23.3 RIGHT TO CONSTRUCTION AND SUPPLIES - The Procurement Officer may require the Contractor to transfer title and deliver to the Unified Government in the manner and to the extent directed by the Procurement Officer:

a. any completed construction; and

b. such partially completed construction, supplies, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called 'Construction Material') as the Contractor has specifically produced or specially acquired for the performance of the terminated obligation(s).

The Contractor shall protect and preserve property in the possession of the Contractor in which the Unified Government has an interest. If the Procurement Officer does not exercise this right, the Contractor shall use best efforts to sell such construction, supplies, and Construction Materials in accordance with the standards of K.S.A. 84-2-706. This in no way implies that the Unified Government has breached the Contract Documents by exercise of the Termination for Convenience Clause.

23.4 COMPENSATION

a. The Contractor shall submit a termination claim specifying the amounts due because of the termination for convenience, together with cost or pricing data, submitted to the extent required by Section 3-303 (Cost or Pricing Data) of the Procurement Code, bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

b. The Procurement Officer and the Contractor may agree to a settlement provided

the Contractor has filed a termination claim supported by cost or pricing data submitted as required by Section 3-303 (Cost or Pricing Data) of the Procurement Code and that the settlement does not exceed the total Contract Price plus settlement costs reduced by payments previously made by the Unified Government, the proceeds of any sales of construction, supplies, and Construction Materials under Paragraph 23.3 of these General Conditions, and the Contract Price of the Work not terminated.

c. Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the Contractor the following amounts, provided payments under Subparagraph (b) shall not duplicate payments under this Paragraph:

i. with respect to all contract Work performed prior to the effective date of the notice of termination, the total (without duplication of any items) of:

A. the cost of such Work plus a fair and reasonable profit on such portion of the Work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for completed portions of such Work; provided, however, that if it appears that the Contractor would have sustained a loss if the entire Work would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

B. costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 23.2 of these General Conditions. These costs must not include costs paid in accordance with Subparagraph (c.i.A) of this Paragraph;

C. the reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated obligation(s) and for the termination and settlement of subcontracts there-under, together with reasonable storage, transportation, and other costs incurred in connection with the

protection or disposition of property allocable to the terminated obligations.

ii. The total sum to be paid the Contractor under this Paragraph shall not exceed the total Contract Price plus the reasonable settlement costs of the Contractor reduced by the amount of any sales of construction, supplies, and Construction Materials under Paragraph 23.3 of these General Conditions, and the Contract Price of Work not terminated.

d. Cost claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Procurement Regulations.

24. LIQUIDATED DAMAGES.

24.1 When the Contractor fails to complete the Work or any portion of the Work within the time or times fixed in the Contract Documents, the Contractor shall pay to the Unified Government the amount listed in the Agreement as Liquidated Damages for each calendar day of delay pursuant to the "Termination for Default for Non-performance or Delay - Damages for Delay - Time Extensions" clause. (Section 18 of the General Conditions.)

25. PAYMENTS FOR WORK PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

25.1 At least twenty (20) days before each progress payment falls due, the Contractor may submit, but not more than once a month, to the Engineer/Architect a partial payment estimate on a form suitable to the Engineer/Architect, filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer/Architect may reasonably require. The Engineer/Architect will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Procurement Officer, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Unified Government will, within thirty (30) days of presentation to the Procurement Officer of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Unified Government will retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Procurement Officer at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, may reduce retainage on the current and remaining

estimates. When the work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced to only that amount necessary to assure completion.

25.2 Prior to Substantial Completion, the Unified Government, with the approval of the Engineer/Architect, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

25.3 Upon completion and acceptance of the work, the Engineer/Architect shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Unified Government, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

25.4 The Contractor will indemnify and save the Unified Government and the Engineer/Architect, and their agents and employees harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. Prior to final payment and prior to any progress payment when so requested by the Unified Government, the Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Unified Government may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Unified Government to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Unified Government shall be considered as a payment made under the Contract Documents by the Unified Government to the Contractor and the Unified Government shall not be liable to the Contractor for any such payments made in good faith.

26. ACCEPTANCE OF FINAL PAYMENT AS RELEASE.

26.1 The acceptance by the Contractor of final payment shall be made and shall operate as a release to the Unified Government of all claims and all liability to the Contractor, other than claims in stated amounts as may be specifically excepted by the Contractor, for all things done or furnished in connection with this

Work and for every act and neglect of the Unified Government and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

27. INSURANCE.

27.1 The Contractor shall purchase and maintain during the term of this contract such insurance as will protect him and the Unified Government of Wyandotte County/Kansas City, Kansas, from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Unified Government of Wyandotte County/Kansas City, Kansas, shall be identified as an additional insured or provided with an owner's protective policy written on an occurrence basis on coverage set forth in Section 27.3 of this clause.

- a. Claims under workman's compensation disability benefit and other similar employee benefits;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

27.2 Certificates of insurance acceptable to the Unified Government shall be filed with the Unified Government within ten (10) days of the Notice of the Award. These Certificates shall contain a provision that states, "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. At the discretion of the Unified Government, the Contractor shall file copies of endorsed insurance policies with the Unified Government prior to commencement of the Work.

27.3 The Contractor shall procure and maintain Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Contractor and protecting him and the Unified Government of Wyandotte County/Kansas City, Kansas, from all claims for personal injury, including death, and all claims for destruction of or damage to

property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him. Insurance may be combined Bodily Injury and Property Damage Liability but in no event shall the limit of liability be less than \$500,000 for all damages arising out of bodily injury, including death, and all property damage sustained by any one person in any one accident, and \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.

27.4 The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the Project to the full insurable value thereof for the benefit of the Unified Government, the Contractor, and Subcontractors as their interest may appear. This provision shall in no way release the Contractor's surety from obligations under the Contract Documents to fully complete the Project.

27.5 The Contractor shall procure and maintain at his own expense, during the Contract Time, in accordance with the provisions of the law of the State of Kansas, Worker's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under these Contract Documents at the site of the Project is not protected under Worker's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

27.6 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Unified Government, the amount of such insurance shall not be less than the Contract price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

27.7 The Contractor, in addition to all other insurance requirements herein, shall procure and maintain insurance in the type and amount as may be required in any license, permit, or agreement obtained for the Project and which is necessary to complete the Work (i.e., Highway Permit, Railroad Crossing Agreement, Corps of Engineers Permit) regardless of who secured the license, permit or agreement.

28. CONTRACT SECURITY.

28.1 Where the contract is in excess of \$50,000.00,

the Contractor shall furnish the Unified Government with a Performance Bond in the amount of 100% of the Contract Price. Where the contract is in excess of \$50,000.00, the Contractor shall furnish the Unified Government with a Labor and Material Payment Bond in the amount of 100% of the Contract Price. Bonds shall be delivered within ten (10) days of receipt of Notice of Award. The Performance Bond shall be conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreement of the contract documents. The Payment Bond shall be conditioned upon the prompt payment by the Contractor to all persons supplying labor and Materials in the prosecution of the work provided by the Contract Documents and shall comply with the requirements of K.S.A. 60-1111 including, but not limited to the requirement that it be filed with the Clerk of the Wyandotte County District Court. All bonds shall contain all terms and conditions contained in the provided bond form in the Contract Documents and shall be executed by a surety company authorized to do business in the State of Kansas. Attorneys-in-fact who sign bonds must file with each bond a certified and effective dated copy of the power of attorney form.

28.2 The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Kansas, the contractor shall within ten (10) days substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Unified Government. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Unified Government.

29. ASSIGNMENTS.

29.1 Neither the Contractor nor the Unified Government shall sell, transfer, assign or otherwise dispose of any rights or obligation created by the Contract Documents or any portion thereof, or of his right, title or interest therein or his obligations thereunder, without written consent of the other party.

30. INDEMNIFICATION.

30.1 The Contractor will indemnify and hold harmless the Unified Government and the Engineer/Architect and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

30.2 In any and all claims against the Unified Government and the Engineer/Architect, or their agents and employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefits acts.

30.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer/Architect, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

30.4 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of Materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of Material supply.

31. SEPARATE CONTRACTS AND RIGHT TO ENTER TO PERFORM WORK.

31.1 The Unified Government may perform additional Work related to the Project by itself, or it may execute other Contract Documents containing provisions similar to these. The Contractor shall afford the Unified Government and other Contractors reasonable opportunity for the introduction and storage of their Materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of the Unified Government or any other Contractor, the Contractor shall inspect and promptly report to the Engineer/Architect any defects in such Work that render it unsuitable for such proper execution and results.

31.2 The Unified Government's right to perform work and enter other contracts shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Unified Government or by other Contractors.

31.3 If the performance of additional Work by other Contractors or the Unified Government is not noted in the Contract Documents prior to the execution of the Contract Documents, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Unified Government or other Contractors involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in the Clause entitled "Changes" (Section 13 of the General Conditions).

32. SUBCONTRACTING.

32.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

32.2 The Contractor shall not award subcontracts which total more than fifty (50) percent of the Contract Price, without prior written approval of the Unified Government.

32.3 Prior to the execution and delivery of the Contract Documents, the successful Bidder will submit to the Engineer/Architect for Unified Government's acceptance an updated list of the names of Subcontractors and Suppliers proposed for those portions of the Work and designating which Work each is to perform. For the purpose of reporting supplier participation, a reportable supplier is one who provides directly to the general contractor (first tier supplier). The general contractor is not required to report first tier supplier participation if the total purchases from the first tier supplier is less than \$2,500.00. The Affidavit of Intended Utilization has been provided to facilitate this requirement. Failure to submit this form may be interpreted as non-responsiveness and will be grounds for rejection of bids. Upon contract completion, any changes in the list of subcontractors or suppliers used or payment amount must be submitted to Purchasing before final payment will be made.

32.4 Twenty-five (25) days prior to initiation of Work by any Subcontractor and Suppliers the Contractor shall submit such subcontractor's name to the Engineer/Architect for the Unified Government's approval. Ten (10) days prior to initiation of Work by such Subcontractor or Supplier, the Engineer/Architect shall notify the successful Bidder in writing if either the Unified Government or Engineer/Architect, after due investigation, has reasonable objection to any Subcontractor or Supplier on such list. The failure of the Unified Government or the Engineer/Architect to make objection to Subcontractor or Supplier shall constitute an acceptance of such Subcontractor or Supplier, but shall not constitute a waiver of any right of the Unified Government or the Engineer/Architect to reject defective Work, Material or Equipment, not in conformance with the requirements of the Contract Documents.

32.5 The Contractor will not make any substitution for any Subcontractor or Supplier who has been accepted by the Unified Government Engineer/Architect, unless the Engineer/Architect approves such a change in writing. The Contractor Utilization Plan may be used to facilitate this requirement. The failure of the Unified Government or the Engineer/Architect to make objection to Subcontractors or Suppliers shall constitute an acceptance of such Subcontractor or Supplier, but shall not constitute a waiver of any right of the Unified Government or the Engineer/Architect to reject

defective Work, Material or Equipment, not in conformance with the requirements of the Contract Documents.

32.6 The Contractor shall be fully responsible to the Unified Government for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

32.7 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractor and to give the Contractor the same power as regards terminating any subcontract that the Unified Government may exercise over the Contractor under any provisions of the Contract Documents.

32.8 Nothing contained in these Contract Documents shall create any contractual relationship between any Subcontractor and the Unified Government.

33. ENGINEER/ARCHITECT'S AUTHORITY.

33.1 The Engineer/Architect shall act as the Unified Government's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of Materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner and shall not be held liable for the result of any interpretation or decision rendered in good faith.

33.2 The Engineer/Architect shall not and will not be responsible for the Contractor's construction means, controls, techniques, sequences, procedures, or safety. Except the Engineer/Architect may direct the sequencing, phasing and date of performance of the work and may change the location and quantities of the work as necessary to meet the objectives listed below. No additional payment shall be made for delays arising from changes to sequence, phasing or date of performance that could be reasonably anticipated from the nature, location and time of year of the work.

- a. To ensure the completion of priority elements of the project within the funds available;
- b. To ensure the least practicable inconvenience to the public;
- c. To ensure the compliance with weather and seasonal limitations;
- d. To ensure the timely completion of field quality control testing and visual inspections;
- e. To ensure the coordination of work of other contractors, utilities or Unified Government crews in the best interest of the Unified Government.

33.3 The Engineer/Architect shall promptly make

decisions relative to interpretation of the Contract Documents.

33.4 The Engineer/Architect may make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

34. PROJECT REPRESENTATIVE.

The Engineer/Architect may provide one or more full time Project Representatives to assist the Engineer/Architect in carrying out his responsibilities at the site. The duties, responsibilities, and limitations of any such Project Representative shall be as follows:

34.1 Liaison

- a. Serve as the Engineer/Architect's liaison with the Contractor working principally through the Contractor's superintendent.
- b. Cooperate with the Contractor in his dealings with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
- c. Assist the Engineer/Architect in obtaining from the Unified Government additional details or information, when required at the job site for proper execution of the Work.

34.2 Review of Work

- a. Conduct on-site observations of the Work in progress for the Engineer/Architect as a basis for determining that the project is proceeding in accordance with the Contract Documents, and report to the Engineer/Architect whenever he believes that the Work should be stopped to insure that the completed Project will comply with the requirements of the Contract Documents.
- b. Verify that tests, including equipment and systems start up, which are required by the Contract Documents are conducted and that the Contractor maintains adequate records thereof; observe, record, and report to the Engineer/Architect appropriate details relative to the test procedures and start ups.
- c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to the Engineer/Architect.

34.3 Interpretation of Contract Documents

- a. Transmit to the Contractor the Engineer/Architect's interpretations of the Contract Documents.

34.4 Records

- a. Maintain at the job site orderly files for correspondence, reports of job conferences,

shop drawings and other submissions, reproductions of original Contract Documents including all Addenda, Change Orders, and additional Drawings issued subsequent to the award of the contract, the Engineer/Architect's interpretations of the Contract Documents, progress reports, and other project related documents.

b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the cases of observing test procedures.

c. Maintain a set of Drawings on which authorized changes are noted, and deliver to the Engineer/Architect at the completion of the project.

34.5 Guarantees, Certificates, Maintenance and Operation Manuals

a. During the course of the Work, assemble guarantees, certificates, maintenance operation manuals and other required data furnished by the Contractor and upon acceptance of the Project, deliver these documents to the Engineer/Architect for his review and forwarding to the Unified Government.

34.6 Completion

a. Prior to review for completion, submit to the Contractor a list of observed items requiring correction.

b. Conduct final review in the company of the Engineer/Architect and the Unified Government and prepare a final list of items to be corrected.

c. Verify that all items on final list have been corrected and make recommendations to the Engineer/Architect concerning acceptance.

34.7 Limitation of Authority - Except upon written instructions of the Engineer/Architect, the Project Representative:

a. Shall not authorize any deviation from the Contract Documents.

b. Shall not undertake any of the responsibilities of the Contractor, the Subcontractors or the Contractor's Superintendent.

c. Shall not expedite the Work for the Contractor.

d. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

e. Shall not authorize the Unified

Government to occupy the Project in whole or in part.

35. LAND AND RIGHTS-OF-WAY.

35.1 Prior to issuance of Notice to Proceed, the Unified Government will have obtained all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise set forth in the Special Conditions or by Change Order.

35.2 The Unified Government shall provide to the Contractor written information which delineates and describes the land owned and rights-of-way acquired and any special requirements contained therein. (Shown on the drawings and/or in the Special Conditions.)

35.3 The Contractor shall provide at his own expense and without liability to the Unified Government any additional land and access thereto that the Contractor may desire for temporary construction facilities, for storage of Materials or for additional working area.

36. PERMITS AND LICENSES.

36.1 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Special Conditions. The Contractor shall comply with all requirements, furnish required bonds, carry required insurance, pay all inspection fees and comply otherwise with all requirements of all permits and licenses regardless of whom obtained same. Copies of permits and licenses obtained by others, if not included in the Contract Documents, are available at the Engineer/Architect's office during regular business hours. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified.

36.2 If the Contractor observes that the Contract Documents are at variance with other requirements, the Contractor shall promptly notify the Engineer/Architect in writing, and any necessary changes shall be adjusted in accordance with the Clause entitled "Changes" (Section 13 of the General Conditions).

37. GUARANTY.

37.1 The Contractor shall guarantee all Materials and Equipment furnished and Work performed. Furthermore, commencing on the Date the Unified Government accepts all Work, the Contractor also warrants and guarantees for a minimum of one year or such longer period as may be established for specific products or installations by the technical provisions that the accepted Work is free from all defects due to faulty Materials, Equipment or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects and the repairs of any damage to other parts of the Work, including damage to adjacent existing improvements, utilities,

pavement and so forth, resulting from such defects. All Materials, Equipment or Work incorporated in correcting such defects shall also be warranted and guaranteed to conform with the Contract Documents for the applicable guarantee period in the Supplemental General Conditions.

37.2 The Unified Government will give Written Notice to the Contractor of observed defects with reasonable promptness. If for any reason the Contractor shall fail to make any such repairs, adjustments, including other Work that may be made necessary by such defects, within twenty (20) days after date such notice is served upon the Contractor, the Unified Government will have the right and authority to correct or cause the correction of the defects, including that which may be made necessary by said defects, and charge the Contractor for all costs thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

38. DISPUTES.

38.1 All controversies between the Unified Government and the Contractor which arise under, or are by virtue of these Contract Documents and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within thirty (30) days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

38.2 The Procurement Officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

38.3 Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

38.4 The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of the Work pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of these Contract Documents, except where there has been a material breach of the Contract Documents by the Unified Government, provided, however, that in any event the Contractor shall proceed diligently with the performance of the Work where the Purchasing Director or head of a Purchasing Agency has made a written determination that continuation of Work under the Contract Documents is essential to the public health and safety.

39. TAXES.

39.1 Sales and compensating tax exemption

certificate number will be provided by the Unified Government to the Contractor as set forth in K.S.A. 79-3606 (d) and (e), as may be amended.

39.2 If for any reason the exemption certificate number is not furnished the Contractor, the Unified Government will, upon Written Notice from the Contractor, execute a Change Order to compensate the Contractor for such sales and compensating taxes which would otherwise be legally exempted by said certificate number. (Section 13 of the General Conditions). Any adjustment in Contract Price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of these Contract Documents (Section 14 of the General Conditions).

40. PROCESS AGENT.

40.1 If the Contractor is an individual, partnership or unincorporated association and if said Contractor is not a resident of the State of Kansas, said Contractor shall appoint in writing as such Contractor's agent, a resident of the County of Wyandotte, Kansas, as required by K.S.A. 16-113, as amended. Process for the Contractor may be served on such agent in any civil action which arises out of the Contract Documents. The appointment of such agent shall be filed with the Clerk of the District Court of Wyandotte County, Kansas. Any Contractor required hereunder to appoint such an agent shall not receive public moneys pursuant to the Contract Documents until the appointment has been made and filed.

41. SATURDAY, SUNDAY, HOLIDAY AND NIGHT WORK.

41.1 No Work shall be done on Saturday, Sunday, Unified Government designated holidays, or at night, without the written approval or permission of the Engineer/Architect in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of Equipment and public property covered by the Contract Documents. Approval of the Engineer/Architect shall be sought at least forty-eight (48) hours in advance of such Work whenever practicable.

42. PUBLIC CONVENIENCE AND SAFETY.

42.1 The Contractor shall at all times so conduct his Work as to insure the least practicable obstruction to traffic. The convenience of the general public and the residents along the Project, and the protection of persons and property are of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner. When it is necessary for residents living along the Project to use a portion of road in the Project area, the Contractor shall maintain within the limits of these specifications, that portion of the road in a suitable condition for pedestrian and vehicular travel.

42.2 The Contractor shall be responsible for all traffic control devices necessary at the Project site,

including installation, maintenance and removal of such devices. All traffic control devices supplied by the Contractor shall comply with the standards of the Manual on Uniform Traffic Control Devices, the most current edition, and the Traffic Control Devices Handbook and amendments thereto. The Contractor shall submit a written plan for traffic control during the Project to the Traffic Regulations Division of the Public Works Department for approval prior to the commencement of the Project.

42.3 The Contractor shall contact the Traffic Regulations Division of the Public Works Department prior to any street closure or traffic restriction. The Contractor shall be responsible for notification of the police and fire departments in emergency traffic restriction situations.

43. PRE-CONSTRUCTION CONFERENCE.

43.1 Following execution of the Agreement between the Unified Government and the Contractor, but prior to the date established in the Notice to Proceed for commencement of the Work, a pre-construction conference shall be held at a date, time and place mutually acceptable to both parties to the Agreement unless otherwise waived by the Engineer/Architect. The conduct of the pre-construction conference is the responsibility of the Engineer/Architect and the prime purpose of the pre-construction conference will be to review the terms and conditions of the Contract Documents. Persons present at the pre-construction conference shall be determined by the Procurement Officer.

44. INTERRUPTION OF SERVICE.

44.1 When making preparations for making correction of the existing system or other work which will interrupt service to the utility users, the Contractor shall notify the affected users, stating the approximate time and duration of interruption of service. The Contractor shall notify the Unified Government authorities and the affected utility companies of any necessary interruption of service and shall limit such interruption to the duration mutually agreeable to all parties.

45. UTILITIES.

45.1 Location, size, material and depth shown on the drawing for existing utilities are based on information furnished by the utility companies from their records. Actual field locations have not been established by the Unified Government or Engineer/Architect. The Contractor shall investigate and verify plan locations and elevation of underground utilities in the field before commencing Work. Should it become necessary to temporarily move, shift, or relocate utility lines for the construction of this Project, the Work shall be arranged and paid for by the Contractor. Should it become necessary to permanently relocate utility lines to allow room for construction of said lines they shall be moved at no cost to the Contractor unless otherwise specified in the Special Conditions. The

Contractor shall protect all railroad trackage, ties, ballast, utilities and structures encountered on or adjacent to the line of Work; damage to these facilities caused by the Contractor's Work shall be made good to the owner thereof by the Contractor without incurring any liabilities to the Unified Government or Engineer/Architect.

46. ADDITIONAL COPIES OF PLANS AND SPECIFICATIONS.

46.1 The Unified Government will furnish the Contractor up to 4 sets of Plans and Specifications exclusive of those obtained for bidding. Additional sets will be furnished, upon request, at the cost of reproduction.

47. WORK ON RAILROAD AND HIGHWAY RIGHTS-OF-WAY.

47.1 Installation of casing pipe, pipelines and appurtenances along or across railroad and highway rights-of-way, shall be made in strict accordance with the instructions and regulations of the respective railroad company, the Kansas Department of Transportation and Kansas Turnpike Authority. The cost of railroad, Kansas Department of Transportation, or Kansas Turnpike Authority inspectors and flagmen shall be borne by the Contractor. Performance Bonds and special insurance coverage required by either or each the railroad, Kansas Department of Transportation, and Kansas Turnpike Authority shall be furnished by the Contractor at no additional cost to the Unified Government.

48. RECORDS.

48.1 The Contractor shall maintain one record copy of all Contract Documents at the site in good order and annotated to show all changes made during the Work, including the location, size and type of exposed improvements and the limits of incompressible soils (rock, shale, etc.). These records shall be available to the Engineer/Architect during progress of the Work and shall be delivered to the Engineer/Architect upon completion of the Project.

49. HISTORICAL OR ARCHAEOLOGICAL DEPOSITS.

49.1 If during the course of construction evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Unified Government who shall notify the Executive Director, Kansas Historical Society. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Unified Government that he may proceed. The Unified Government will issue a Notice to Proceed only after the State official has surveyed the find and made a determination of value and effect and submitted such determination to the Unified Government. Compensation to the Contractor, if any, for lost time or changes in construction to avoid the

find shall be determined in accordance with the Price Adjustment clause. (Section 14 of General Conditions.)

50. FORTY (40) HOUR WEEK PROVISION.

50.1 Laborers, workmen or mechanics in the employ of the Contractor, Subcontractors or other persons doing or contracting to do the whole or a part of the work contemplated and described in these contract documents shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in any workweek. The basic rate of pay shall not be less than the prevailing rate per hour, as provided elsewhere in these general conditions. A violation of this condition shall be a violation of that section of the Code Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, that pertains to a forty (40) hour work week and shall be dealt with as provided for therein.

51. INTEREST PAYABLE ON CLAIMS.

51.1 Pursuant to Section 9-301 (Interest) of the Procurement Code, interest on amounts ultimately determined to be due to the Contractor shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decisions or judgment, whichever is later.

52. MULTIPLE AWARDS.

52.1 The Unified Government reserves the right to make a multiple award in accordance with R-3-404.02 of the Procurement Regulations. Further, subsequent to award the Unified Government reserves the right to take separate bids if a particular quantity requirements arises which exceeds its normal requirement or amount specified in the Contract Documents, or if the Procurement Officer determines that quantities available under the Contract Documents will not meet a nonrecurring special need of the Unified Government. The Unified Government also reserves the right to procure internally.

53. INACCURATE PRICING DATA.

53.1 These Contract Documents may require submission by the Contractor of current cost or pricing data in accordance with Section 3-303 et. seq. of the Procurement Code. Such data will be required to be certified to by Contractor. Should the data certified by subsequently found to have been inaccurate, incomplete or noncurrent the Unified Government shall be entitled to an adjustment of the Contract Price, to exclude any significant sum by which the price was decreased because of the defective data. The price adjustment shall be done in accordance with R-3-303.06 of the Procurement Regulations.

54. PREVAILING WAGE RATE.

54.1 All construction projects in excess of \$15,000 shall be subject to the following provisions:

- a. The Contractor and Subcontractors shall

define the jobs of workmen, laborers and craftsmen engaged in construction activities on this project by classifications listed in the United States Department of Labor General Wage Decision for Wyandotte County, Kansas. The Contractor and Subcontractors shall pay employees performing work on the job site at a rate not less than the current prevailing per diem wage rate applicable to each job classification, except as modified in 54.1 (b).

b. Apprentices and trainees registered in training programs approved by the Department of Labor, may be paid less, but not less than seventy percent (70%) of the applicable rate. Training certificate must accompany the weekly payroll reports.

c. Contractor shall submit weekly reports evidencing compliance. Each report shall be submitted no more than seven (7) days after the pay date which it documents; the reports shall be on a form approved by the Unified Government. No payments will be made unless weekly reports are current and approved by the Unified Government Construction Compliance Officer.

In addition to withholding payments for work previously performed, failure to submit weekly reports within the time period set forth in this contract document may result in the imposition of a fine pursuant to and as set forth in Ordinance No. 65739 and regulations adopted pursuant thereto. Information regarding fines may be provided at the preconstruction conference, is contained in applicable ordinances and regulations, and is available upon request.

- d. Unified Government Construction Compliance Officer will be contacting and interviewing all employees on the job site to assure compliance.

54.2 The prevailing per diem wage rate is the required wages and fringe benefits on federal and federally assisted construction projects as determined by the United State Department of Labor in the General Wage Decision for Wyandotte County, Kansas which is current and effective ten days prior to the bid date. Bidders may rely on the wage decision or modification distributed at the pre-bid conference.

55. REMOVAL OF EMPLOYEES.

55.1 All Work under these Contract Documents shall be performed in a skillful and workmanlike manner. The Engineer/Architect may, in writing, require Contractor to remove from the Work any employee or supervisory personnel the Engineer/Architect deems incompetent or otherwise objectionable.

56. NONDISCRIMINATION IN EMPLOYMENT. PROVISIONS MANDATED BY LOCAL, STATE AND FEDERAL GOVERNMENTS.

During the Performance of this contract, the Contractor agrees as follows:

56.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this non-discrimination clause.

56.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

56.3 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

56.4 The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

56.5 If the Contractor shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the Agreement and such Agreement may be terminated, canceled or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contract for a period of up to one year. Provided, that if an Agreement is terminated, canceled or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation or suspension or declaration of ineligibility.

56.6 The Contractor shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment section of this contract and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS § 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS §§ 2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS § 3601 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, and amendments thereto);

the Kansas Act Against Discrimination (KSA § 44-1001 through 1004, 1992 Supp. and amendments thereto); Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and §§ 18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

56.7 The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made part of this Agreement.

56.8 The Contractor will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Agreement.

57. REVISIONS TO STANDARD GENERAL CONDITIONS.

57.1 Modifications to these General Conditions, if any, are made in the Supplemental Conditions. The Supplemental Conditions may contain additional conditions that are not modifications of a General Condition.

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UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
ENGINEERING DIVISION
SUPPLEMENTAL CONDITIONS

1. Contract Award: Following taking of bids and Prior to Award of Contract, the apparent low bidder shall provide a breakdown of their bid totaling up to the complete bid amount. The breakdown of bid shall be provided in each of the following major categories
 - A. Erosion Control
 - B. Demolition Fencing
 - C. Utility Disconnection/Abandonment
 - D. Pavement and Curb Removal
 - E. Removal, Transportation and Disposal of:
 1. Asbestos (ACM)
 - F. Building Demolition and Disposal
 - G. Removal and Salvage of Construction Materials (Deduction)
2. All oversight and abatement testing related to the characterization and removal of hazardous waste shall be shall be provided by a licensed Asbestos Abatement Contractor and their testing laboratory. This includes all items identified in Section 1.E above. The Contractor shall provide a list of the testing agencies for approval of the City. All testing and oversight is subsidiary to the LUMP SUM bid items.
3. All soil testing required ensuring proper compaction of embankment materials shall be provided by the Contractor. The Contractor shall provide a list of the testing agencies for approval of the City. All testing and oversight is subsidiary to the LUMP SUM bid items.
4. This is a tax exempt project. Prior to commencing any work or purchasing any materials, the contractor shall obtain the required tax exempt certificate from the UG.
5. The Contractor shall obtain the following City permits:
 - A. Demolition Permit
 - B. Hauling Permit
 - C. Erosion Control Permit

All City Permit Fee's shall be waived for this project. The Contractor shall be required to pay all other Fee's of any nature.
6. The Contractor shall have all salvage rights to all materials demolished with this project. The Contractor shall ensure that all materials removed from the site for purposes of Salvage shall not contain any Hazardous Waste Materials and should that found to be the case, said materials shall be characterized and properly abated prior to removal.

FORMS

RELATIONS BETWEEN CONTRACTOR AND LABOR

The Contractor shall make a good faith effort to employ local labor within the Kansas City, Kansas Area insofar as it is available, for all work, except key positions. For purposes of this subparagraph, "local labor" is defined as resident of the Kansas City, Kansas Area for three (3) months next preceding the letting of this contract. "Key Position" is defined as superintendent, foreman, or timekeeper. If local labor is not available in sufficient quantities within the Kansas City, Kansas Area to prosecute and complete the work sufficiently, the Contractor may recruit labor from outside the area, only after he or she has satisfied the Engineer that a good faith attempt has been made to recruit local labor and only with the permission of the Engineer. It shall be understood that in the event of a reduction in labor force, preference will automatically be given to local residents of the Kansas City, Kansas Area.

COPELAND ANTI-KICKBACK ACT

The contractor and all subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

Additional Requirements when MBE/WBE Goals are Established

Additional Requirements when MBE/WBE Goals are Established

When goals for MBE/WBE participation are established in the agreement, all the additional requirements, information, instructions and contract conditions in this section shall apply.

General.

Coordinator's authority. Coordinator shall mean the coordinator of the office of supplier opportunity. Subject to the appeals process included in the code, the coordinator shall make the final determination whether a bid meets the project goal or shows adequate good faith as set out in the Chapter 18 of the Code of the Unified Government of Wyandotte County/Kansas City, Kansas, Article V. SUPPLIER OPPORTUNITY

Commercially useful function. Only the work performed by a MBE or WBE providing a commercially useful function shall count toward meeting the utilization goal. Commercially useful function means real and actual services that are a distinct and verifiable element of the contracted work based upon private sector trade or industry standards. A MBE or WBE performs a commercially useful function when it is responsible for executing the ordinary and necessary work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. In determining commercially useful function the following guidelines will apply:

- MBE/WBE relationship to prime contractor: To count toward the project goal a MBE/WBE may be the prime contractor, part of a joint venture, a subcontractor, or a supplier.
- MBE/WBE qualification: To count toward the project goal a MBE/WBE must be certified in accordance with Sec. 18-158 of the Unified Government Supplier Diversity Ordinance.
- Materials: Expenditures for materials, supplies, and equipment obtained from a supplier who is a MBE/WBE shall count toward the project goal. Expenditures for materials, supplies, and equipment paid to MBE/WBEs that are not suppliers may count toward the utilization goal only to the extent they are fees or commissions charged for providing a bona fide service in the procurement of personnel, facilities, equipment, materials, or supplies required for performance of the work.

Instructions to Bidders.

Purpose of the goals. The purpose of the MBE/WBE goal is to secure bids from and negotiate price with eligible MBE and WBE subcontractors prior to submission of the bid.

Prior to Bid:

- Prior to the submission of the bid the bidder must select one of the *Means of Compliance with MBE and WBE Utilization Goals* listed in the supplemental general conditions of these additional requirements. If bidder selects the documentation of good faith effort as

the means of compliance, bidder shall execute and document the good faith efforts necessary for compliance prior to the bid opening.

- If the bidder is a joint venture with a MBE/WBE venturer to be counted toward the project goal, bidder must submit to the coordinator the joint venture agreement no later than close of business 3 calendar days prior to the bid opening.

Documentation Submitted with the Bid:

- Bidder must submit with the bid a completed and signed Affidavit of Intended Utilization on the form provided.
- If the utilization indicated on the Affidavit of Intended Utilization does not meet or exceed the utilization goals for the project, the bidder must also submit with the bid documentation of the good faith effort as indicated in the attached Good Faith Outreach Manual.

Documentation Submitted after bid prior to recommendation for award:

- Within 2 days of the bid the low bidder, and any other bidder who wishes to be considered in the event of the ineligibility of the low bidder, shall submit, on the forms provided, a completed, signed and notarized Contractor Utilization Plan and a completed, signed Letter of Intent to Subcontract from each MBE/WBE subcontractor listed in the Contractor Utilization Plan.

Evaluation of responsiveness:

- Failure to provide the documentation at the times required above is sufficient for a finding of non-responsiveness and a declaration of default of the bid, in which case the bid security shall become the property of the Unified Government. The Unified Government may waive irregularities and informalities in its determination of responsiveness.

Conditions of the Contract

When goals for MBE/WBE participation are established in the agreement, the following become general conditions of the contract.

Add GC 3.2.a to read as follows:

- 3.2.a Within five working days following commencement of work on a contract, the contractor shall submit to the coordinator of the office of supplier opportunity a duplicate of the project schedule that sets forth in detail the anticipated utilization of all MBEs and WBEs on the contract. In the event of a contract performance delay of more than one-third of the originally estimated length of time between project notice to proceed and completion, the contractor shall submit to the coordinator of the office of supplier opportunity not later than the originally estimated date of project completion, a revised schedule for utilization of all MBEs and WBEs on the contract.

Add GC 19.1.i.a to read as follows:

- 19.1.i If the Contractor fails to follow the Contractor Utilization Plan, except as provided for in General Condition 100 Race and Gender Conscious Remedies.

Add GC 25.1.a to read as follows:

- 25.1.a Contractor shall promptly render payment to all joint venturers, subcontractors and suppliers on a contract. Contractor shall provide with each pay request to the Unified Government, beginning with the second pay request, a partial claim releases from joint venturers, subcontractors and suppliers in form and content satisfactory to the Unified Government or shall provide, at the Unified Government's sole option, alternative proof of payment to subcontractors and suppliers in form and content approved by the coordinator of the office of supplier opportunity, evidencing that all joint venturers, subcontractors, and suppliers have been duly paid out of the proceeds of the contractor's payments from the Unified Government, unless a bona fide dispute, documented in writing, exists between the contractor and the unpaid joint venturer, subcontractor or supplier.

Add General Conditions 100 through 104 to read as follows:

100. Race and Gender Conscious Remedies. Except as provided below, the Contractor shall maintain, for the duration of the contract, the level of MBE and WBE participation identified in the Contractor Utilization Plan.
- a. Substitutions: Contractor shall not terminate, modify the work of, or otherwise fail to utilize a MBE or WBE that was originally listed in the Contractor Utilization Plan to satisfy the project goal without substituting another MBE or WBE performing the same commercially useful function and dollar amount, or demonstrating each element of modified good faith effort to substitute another MBE or WBE.
 - b. Changes in scope: Contractor shall immediately notify, in writing, the coordinator of the office of supplier opportunity of any agreed-upon increase or decrease in the scope of work of the contract.
 - i. An increased scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a utilization goal equal to the original utilization goal for the contract. The contractor shall satisfy such goal as respects the changed scope of work by soliciting new MBEs or WBEs in accordance with GC 101, or the contractor must show each element of modified good faith set out in GC 102.
 - ii. If the Unified Government decreases the scope of work affecting MBEs or WBEs performing on the contract the contractor, the evaluation of achievement of the utilization goal will be based on the intended utilization without the decrease in scope.
 - iii. If the change in scope results from adjustments to quantities in a unit price contract, the evaluation of achievement of the utilization goal will be based on the intended utilization without the decrease in scope, provided that the firm completing the work on the affected items is the firm originally identified in the Contractor Utilization Plan.

- c. Coordinator's authority. Subject to the appeals provisions of the contract, the coordinator of the office of supplier opportunity shall make the final determination of eligible costs and whether the utilization goal and/or good faith effort was achieved.
101. Means of compliance with MBE and WBE utilization goals: Contractor shall address the project goal established in the agreement through one or more of the following subsections:
- a. The Contractor is a MBE or WBE, the value of the commercially-useful function to be self-performed by the MBE or WBE shall count toward the project goal.
 - b. If the Contractor is a joint venture that includes one or more MBEs or WBEs, and the joint venture agreement was submitted prior to the date of the bid in accordance with the instructions to bidders, and the joint venture agreement was reviewed and approved by the coordinator of the office of supplier opportunity, then the value of the commercially useful function to be performed by the MBEs or WBEs in the joint venture shall count toward the project goal.
 - c. The Contractor utilizes MBEs or WBEs as subcontract, or suppliers, and the MBEs WBEs are identified in the Contractor Utilization Plan, and the plan was submitted as instructed in the instructions to bidders and the plan was reviewed and approved by the coordinator, then the value of the commercially useful function to be performed by such MBEs and WBEs shall count toward the project goal.
 - d. If the Contractor has not fully met the project goal by other means established above, but has demonstrated, during the evaluations of bids, that it has made good faith efforts to meet such goal, and that such demonstration has been reviewed and approved by the coordinator.
102. Modified good faith effort for MBE and WBE utilization: In the event of an increase in scope of work or in event of the termination or replacement of a MBE or WBE subcontractor or joint venturer, for which contractor is in unable to achieve the utilization goal due to failure to recruit additional MBEs or WBEs, the following modified good faith efforts must be completed. Failure to show good faith efforts in any of the following categories shall render its overall good faith efforts showing insufficient and its contract performance in non-compliant.
- a. Contractor shall notify, in writing, the coordinator of the office of supplier opportunity with respect to the contractor's intention to terminate or replace a MBE or WBE originally identified for participation in the bid or proposal upon which the contract was awarded. Contractor shall identify the reason for the termination or replacement and the type of work or services to be substituted.
 - b. Contractor shall use the most current directory from the Office of Supplier Opportunity to contact MBEs and WBEs that are eligible in the applicable area of work or supply at the time of the modified good faith effort.
 - c. Contractor shall provide documentation of the efforts to contact appropriate MBEs and WBEs within the same identified type of work. Copies of fax and e-mail, or a telephone call log will be acceptable.
 - d. Documentation of the modified good faith efforts must be submitted to the coordinator before the payment to the contractor of the next progress or other partial payment or fund release under the contract.

103. **Contract sanctions for failure to comply with Race and Gender conscious remedies to facilitate participation by minority and women business enterprises.** In the event that the coordinator of the office of supplier opportunity determines that a contractor has not complied with the Race and Gender conscious remedies contained in this contract, the coordinator may assess the contractor a civil, remedial penalty of not more than 150 percent of the contract amount that would have been allocated to one or more MBEs or WBEs but for the contractor's noncompliance. Any assessed civil penalties may be offset against any amount, including but not limited to contract retainage, otherwise due and owing to the contractor on the contract. In assessing a civil penalty the coordinator may reduce or waive all or part of the penalty in consideration of the following factors:
- a. The length of the period of noncompliance;
 - b. The contractor's history of previous noncompliance with any provision of the Unified Government's Supplier Opportunity code,
 - c. The monetary impact of the civil penalty on the contractor in correcting the noncompliance; or
 - d. Other facts and circumstances relevant to the noncompliance of the contractor.
104. **Burden of Proof.** Whenever the Coordinator of the office of supplier opportunity conducts an investigation of compliance with these provisions, the Contractor shall cooperate fully with the investigation, and shall provide complete, truthful information to the coordinator, and shall bear the burden of proving compliance with the Unified Government's race and gender conscious remedies.

UNIFIED GOVERNMENT GOOD FAITH OUTREACH MANUAL



UNIFIED GOVERNMENT GOOD FAITH OUTREACH PROGRAM

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I. Program Summary

The Good Faith Outreach Program is a component of the Unified Government Supplier Diversity Program and applies to City-funded construction contracts in excess of \$250,000. When Federal or State funding sources impose additional requirements, those requirements as defined in the contract documents replace the requirements of this program.

The Unified Government is committed to maximizing subcontracting opportunities for certified M/WBE firms. Bidders should be fully informed of Good Faith Outreach Program as set forth in this document.

This program is subject to policies and requirements established by the Unified Government Supplier Diversity Program. Bidders are advised to be fully informed of the requirements set forth in this document. Failure to comply with the City's Supplier Diversity Program may cause a bid to be rejected as non-responsive.

Terms and conditions of the Good Faith Outreach Program apply to City-funded construction projects in excess of \$250,000. At the City's sole discretion, these requirements may be waived in advance on projects deemed inappropriate for subcontracting participation. When State and/or Federal funding sources require affirmative action goals, those goals as defined in the contract documents replace requirements of the Supplier Diversity Program.

II. GOOD FAITH OUTREACH OVERVIEW

This program requires bidders to make subcontracting opportunities available to a broad base of qualified subcontractors and to achieve a minimum level of M/WBE subcontractor participation as identified for eligible projects. To be eligible for award, the apparent low bidder must meet or exceed the M/WBE project goals or submit documentation of their good faith outreach efforts within two (2) working days following the close of business on the day bids are opened. Should it become necessary to evaluate the efforts of bidders beyond the apparent low bidder, each additional firm shall receive five (5) working days for submittal of documentation commencing on the date of notification. Notification can be verbal or in writing. Failure to submit required documentation within this time frame will cause a bid to be rejected as non-responsive.

For assistance or further information about the *Good Faith Outreach Program*, contact the Supplier Diversity Program Manager at 913-573-5439.

III. Definitions

- A. Bidder means a business enterprise that submits a bid on a construction contract that is offered for competitive bidding by the Unified Government.
- B. Good Faith Outreach Efforts: Affirmative steps taken by a bidder prior to bid opening to ensure maximum effort to recruit subcontractors, including Minority Business Enterprises (MBEs) and Woman Owned Enterprises (WBEs), as sources of supplies, construction and other services whenever possible. Required steps for documenting outreach efforts are outlined in Paragraph V of this document.
- C. Minority business enterprise or MBE means a business enterprise that is owned and controlled by one or more minority individuals and that is certified as a minority business enterprise by one of the entities set forth in section 18-158(a)(1) of the Unified Government Code of Ordinances.

- D. Subcontract: Agreement between a prime contractor and an individual, firm or corporation for performance of particular portion(s) of work for which prime contractor has obligated itself.
- E. Subcontractor: An individual, firm or corporation having a direct contract with prime contractor for performance of portion(s) of work to be constructed under the contract, including furnishing of labor, materials or equipment.
- F. Woman business enterprise or WBE means a business enterprise that is owned and controlled by one or more women who are citizens or lawful permanent residents of the United States and that is certified as a woman business enterprise by one of the entities set forth in section 18-158(a)(1) of the Unified Government Code of Ordinances.

IV. Good Faith Outreach Indicators

Documentation of a bidder’s outreach efforts will be reviewed by Unified Government according to the indicators listed below to verify that bidder made subcontracting opportunities available to a broad base of qualified subcontractors, negotiated in good faith with interested subcontractors, and did not reject any bid for unlawful discriminatory reasons.

Failure to submit Good Faith Efforts will render a bid non-responsive and will result in its rejection. Indicators are judged on a pass/fail basis, i.e., either full or zero credit can be achieved for compliance with each item as set forth below:

Good Faith Outreach Indicator	
1.	Attended pre-bid meetings scheduled by the Unified Government
2.	Contacted and followed up with eligible M/WBE business in the applicable trades that were known to the contractor, or available on State, County, or other maintained lists, to submit a quote at least 10 days before the bid date and notified them of the nature and scope of the work to be performed
3.	Made construction plans, specifications and requirements available for review by prospective M/WBE businesses, or provided these documents to them at least 10 days before the bids are due
4.	Initiated and documented correspondences with M/WBE trade, community, or contractor organizations that provide assistance in recruiting M/WBE subcontractors or suppliers
5.	Broken down or combined elements of work into economically feasible units to further facilitate M/WBE participation
6.	Advised M/WBE subcontractors and suppliers in obtaining bonds, lines of credit or insurance
7.	Negotiated in good faith with interested M/WBE subcontractors/suppliers and did not reject them as unqualified without sound reasons based on their capabilities
8.	Placed ads soliciting M/WBE subcontractors/suppliers in a publication targeting M/WBE subcontractors/suppliers not less than 10 days prior to bid

V. Documentation of Good Faith Outreach Efforts

1.	Attended pre-bid meetings scheduled by the Unified Government
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Bidder attended pre-bid meeting scheduled by the City to inform all bidders of requirements for subject project. A sign in sheet will be distributed at all pre-bid meetings. It is the bidder's responsibility to sign in on the list.

Required documentation: The project manager will have record of the pre-bid sign in sheet..

2.	Contacted and followed up with eligible M/WBE subcontractors and suppliers certified in the applicable trades
----	--

Bidder contacted certified M/WBE business in the trades present on the project. The M/WBE businesses must be certified in the trade for which they are being asked to submit quotes on...

Required documentation: A completed call log, copies of emails/faxes, certified mail receipts or any other documents illustrating communications to M/WBE businesses. These documents must show evidence of receipt by the M/WBE subcontractor/supplier.

3.	Made the construction plans, specifications, and requirements available for review by prospective M/WBE subcontractors and suppliers
----	---

Bidder provided interested M/WBE subcontractors and suppliers with access to plans, specifications and requirements for subject project.

Required documentation: Contents of advertisements or written notices to subcontractors should demonstrate compliance with this indicator.

4.	Initiated and documented correspondences with M/WBE trade, community or business organizations
----	---

Not less than ten (10) calendar days prior to bid submittal, bidder requested assistance from agencies which recruit and place M/WBE subcontractors or suppliers. A list of such agencies is available from the Unified Government. Other organizations which promote M/WBE subcontractor or supplier activities may also be contacted.

Required documentation: Submit copy of each fax, letter, or email sent to outreach agencies requesting assistance in recruiting subcontractors. Faxed copies must include fax transmittal confirmation slip showing date and time of transmission. Mailed letters must include copies of metered envelopes or certified mail receipts. All communications must include the Unified Government project name, name of bidder, and contact person's name and phone number.

5.	Broken down or combined elements of work to further facilitate M/WBE participation
----	---

Bidder must demonstrate that reasonable efforts were taken to subdivide portions of work to increase opportunities for M/WBE participation.

Required documentation: Documented communications between prime and subcontractors or suppliers demonstrating that individual scopes of work were modified to facilitate M/WBE participation

6.	Advised M/WBE subcontractors and suppliers in obtaining bonds, lines of credit or insurance
----	--

Bidder made efforts to advise and assist interested subcontractors in obtaining bonds, credit lines and insurance required for subject project.

Required documentation: Contents of advertisements (Indicator 8) or written notices to subcontractors (Indicator 2) will determine compliance with this objective.

7.	Negotiated in good faith with interested M/WBE subcontractors and suppliers.
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Bidder acted in good faith with interested subcontractors and has rejected no bid other than for legitimate business reasons.

Required documentation: Submit: a) Copies of all subcontractor bids or quotes received; and b) Summary sheet organized by work type listing subcontractor company names with bid amounts for each work type. Identify selected subcontractor for each work type. If bidder elects to use own forces to perform a work type, include bid to show own costs for the work. Copies of bids or quotes from subcontractors and suppliers must also be included if those bids are used toward achievement of the M/WBE utilization goal and the business must also be listed on the Contractor Utilization Plan.

8.	Placed ads soliciting subcontractors/suppliers in a publication targeting M/WBE subcontractors/suppliers not less than 10 days prior to bid
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Not less than ten (10) calendar days prior to bid submittal, bidder conducted an advertising campaign designed to reach all segments of the Kansas City metropolitan business community by advertising in either newspapers, trade association publications, special interest publications, trade journals, community papers or other media. Advertisement must be specific to the project, not generic, and may not be a plan holder advertisement provided by the publication. Advertisement must be worded to ensure it does not exclude or limit number of potential respondents and must include:

- Unified Government project name and number;
- Name of bidder;
- Areas of work available for subcontracting;
- Contact person's name and phone number;
- Information on availability of plans and specifications;
- Bidder's policy concerning assistance to subcontractors in obtaining bonds and credit lines and/or insurance

Required documentation: Submit copies of advertisements and proof of publication dates.

Affidavit of Intended Utilization

Processing Instructions: Submit this form with your bid. MBE/WBE Goals must be met or evidence of Good Faith Efforts must be submitted with bid. Use additional forms as necessary to list all MBE/WBEs proposed.

Bidder know as _____ hereby states his intent that on the _____ project, Project # _____, Bidder intends to use the following subcontractors and suppliers to achieve the M/WBE goals established for this project:

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars: \$ _____, as %:		

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars: \$ _____, as %:		

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars: \$ _____, as %:		

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars: \$ _____, as %:		

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars: \$ _____, as %:		

Project Goals: MBE% _____ WBE% _____
 Intended Utilization: MBE% _____ WBE% _____

The M/WBE goals established for this project will or will not be met by the participation shown in this affidavit.

Submitted By: _____

Date: _____

Contractor Utilization Plan

Processing Instructions: This form is due within 2 days of bid opening or proposal due date. MBE/WBE Goals must be met or evidence of Good Faith Efforts must be submitted with bid. Use additional forms as necessary to list all MBE/WBEs proposed.

Bidder know as _____ hereby states his intent that on the _____ project, Project # _____, Bidder intends to use the following subcontractors and suppliers to achieve the M/WBE goals established for this project:

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars: \$ _____, as %: _____		

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars: \$ _____, as %: _____		

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars: \$ _____, as %: _____		

Firm Name:	Address:	
Contact:	Phone:	Fax:
Trade:	LBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agency:
Total value of subcontract, in dollars: \$ _____, as %: _____		

Project Goals: MBE% _____ WBE% _____

Intended Utilization: MBE% _____ WBE% _____

The M/WBE goals established for this project will or will not be met by the participation shown in this affidavit.

Submitted By: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, _____.

My Commission Expires _____

Notary Public

Letter of Intent to Subcontract

Processing Instructions: This form is due within 2 days of bid opening or proposal due date. A Letter of Intent to Subcontract must be submitted for each M/WBE subcontractor listed on the Contractor Utilization Plan. MBE/WBE Goals must be met or evidence of Good Faith Efforts must be submitted with bid.

Bidder know as _____ hereby states his intent that on the
Prime Contractor
_____ project, Project # _____, bidder intends to
enter a contractual agreement with _____, who will
M/WBE Subcontractor

provide the following goods / services in connection with the above referenced project:

Scope of Work: _____

Total value of subcontract: \$ _____

Percentage of total contract: % _____

Subcontractor:

I intend to work on the above named project, perform the indicated scope of work, and receive the indicated compensation contingent upon award of the contract to the aforementioned Prime Contractor.

Signature: Sub Contractor

Print Name

Title Date

Prime Contractor:

I intend to utilize the above named M/WBE subcontractor on the referenced project for the scope of work indicated contingent upon award of the contract to my firm.

Signature: Prime Contractor

Print Name

Title Date



DEPARTMENT OF PROCUREMENT & CONTRACT COMPLIANCE

SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR SUSPENSION

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$20,000. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. The Offeror and/or any of its Principals:
 - i. Are Are not
Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - ii. Have Have not
Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - iii. Are Are not
Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1)(a)(ii) of this provision; and
 - iv. Have Have not
Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.
3. The Offeror shall provide immediate written notice to the Procurement Department if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

Name (typed)

Signature

Title

Date

Company

Project

For Office Use Only: Bid _____ **RFP** _____ **P.O. #** _____

TECHNICAL PROVISIONS

TECHNICAL PROVISIONS

A separate volume titled "Technical Provisions and Standard Drawings for Roads and Sewers", prepared by the Engineering Division, Public Works Department, Kansas City, Kansas contains technical provisions applicable to this job and are hereby included by reference. The latest edition of the Technical Provisions can be found at the Wyandotte County Website -www.wycokck.org- under Departments pull down menu under Public Works. The revision posted at the time of the pre-bid conference shall apply.

SECTION 02050

DEMOLITION

PART 1 GENERAL

1.01 SUMMARY

- A. Related Sections:
1. Section 02071: Asbestos Removal
 2. Section 02225: Earthwork

1.02 PROJECT CONDITIONS

- A. Dust Control: To prevent unnecessary spread of dust during performance of exterior demolition work, thoroughly moisten surfaces and debris as required to prevent dust being a nuisance to the public, neighbors and concurrent performance of other work on the site. Contractor shall be responsible for securing a supply of water in accordance with applicable regulations.
1. If contractors wish to utilize fire hydrants, they must obtain hydrant use permits from the BPU Water Department. Contact Lori Swartwood @ 913-573-9625 for specific requirements.
 2. The contractor will be responsible for backflow prevention, and must provide and use an approved backflow preventer.
 3. The contractor will be required to meter water usage. The contractor shall obtain metering requirements from the BPU Water Department.
 4. Unauthorized use of fire hydrants will not be permitted.
 5. In removing the existing structures, the debris shall be sprinkled with water, as directed by the City Inspector/City Representative, to satisfactorily control or prevent any dust and dirt that may result from the use of chutes or any other demolition operation.
 - a. Sprinkling for dust shall not be required during demolition by hand methods.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Materials needed or required for temporary protection in the form of barricades, fences, enclosures, etc., may be "used" construction materials of sound condition and reasonably clean. However, the condition of same materials shall meet or exceed the requirements of governing agencies or approving bodies as may be involved with the work.
- B. Equipment, machinery and apparatus, motorized or otherwise, used to perform the demolition work may be used as chosen at the Contractor's discretion, but which will perform the work within the limits of the Contract requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Prior to performance of the actual work, carefully inspect the entire site and structures and locate, and verify with the City's Representative, those structures and objects designated to be demolished and removed and those structures and objects to be preserved.
- B. Locate existing exposed and buried active utilities and determine the requirement for their protection, or their disposition with respect to the demolition work.

3.02 PERFORMANCE

- A. Conduct demolition to minimize damage/interference with adjacent structures to remain.
- B. Cease operations immediately if adjacent structures appear to be in danger. Notify City Representative and authority having jurisdiction; do not resume operations until directed.
- C. Conduct operations with minimum interference to public or private accesses. Maintain protected egress and access at all times.
- D. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon or limit access to their property.
- E. Sprinkle demolition areas with water to minimize dust. Provide hoses and water connections for this purpose.

3.03. SUBSTRUCTURE

- A. PENETRATIONS: As a minimum and to prevent future accumulation of water in below grade cavities after backfilling operations, the bottoms of such cavities and the concrete slab shall be broken thoroughly to a maximum dimension of one foot to the extent that water drainage readily occurs. The Basement Slab within the vacated Montgomery Ward, Bldg. #47, Figure 3A/3B (Hazardous Waste Survey) shall be removed in its entirety. Refer to Demolition documents for additional requirements.

3.04 DEBRIS REMOVAL

- A. The Contractor shall be required to remove and dispose of existing rubbish, trash, junk, material debris and wreckage resulting from demolition, outside the limits of the site in compliance with all applicable Federal, State, and Local laws and regulations.
- B. All debris shall be removed from the site in covered trucks and any spills of demolition debris on public roadways shall be promptly removed by this Contractor.
- C. Adjacent structures and improvements shall be cleaned of dust, dirt, and debris caused by demolition operations as directed by the City's Representative.

3.05 ABANDONED EQUIPMENT AND MACHINERY

- A. Existing equipment and machinery in or on the structures or within the limits of disturbance shall become the property of the Contractor and may not be disposed of on the Site but shall be removed and disposed outside the limits of the site in compliance with all applicable Federal, State, and Local laws and regulations.

3.06 CONCRETE AND MASONRY REMOVAL

- A. When removing concrete slabs, the slab must be saw-cut full depth at the limits of removal to assure a smooth, uniform joint with existing or new concrete construction.
- B. Removal of all masonry and concrete material must be done, keeping the debris dampened during removal and until outside building.

3.07 BACKFILLING

- A. Perform backfilling in the area of demolished structures in accordance with Section 02225.

3.08 DEMOLITION REQUIREMENTS

- A. This Contract includes the demolition and removal of buildings and structures as indicated on the Demolition Plans. Such Demolition shall include any incidental appurtenances attending these buildings or structures including, but not limited to, paving, sidewalk, and retaining walls. Existing rubbish, trash and junk inside and outside each building, any above ground or below ground tanks and all material and debris from the demolished structures shall be removed from the site as work on each item progresses.

Building(s) and attached appurtenances shall be torn down and removed in their entirety. The scope of demolition and removal for each building shall be inclusive of every building element including but not limited to the following:

1. A HAZARDOUS MATERIAL SURVEY dated July 12, 2012, by Tetra Tech EM, Inc. and supplemented by additional testing dated November 2, 2012 has been completed for each storefront within the vacated mall. Prior to any demolition and abatement/remediation, the contractor shall obtain a copy of said survey and familiarize themselves with the contents of each building. The majority of all hazardous waste material has been removed from the shopping mall with the exception of asbestos and fire proofing along the top framing and along the exterior vertical columns of the southernmost building (Old Dillard's) structure. In addition, there is roofing throughout the mall containing asbestos. Refer to page 118 of the Hazardous waste survey. All remaining materials identified in the HMS Survey shall be properly classified by the licensed demolition/abatement contractor and disposed of in accordance with all applicable Federal, State, and Local laws and regulations.
2. Entire building contents including existing junk, rubbish, debris, building equipment and appurtenances.
2. Every remaining building element used to construct or serve the existing building, including site retaining walls, sidewalk, paving and curb within limits as indicated on the demolition plans.
3. Every building element used in the foundation construction including but not limited to caissons, piers, columns, footings, foundation walls, shear walls, floor slabs, footing shear keys, and any and all walls and slabs below grade

EXCEPTION: Where shown otherwise on the Demolition Plan(s), the foundation system shall be removed to the limits indicated.

4. All on-grade slabs shall be broken up and removed in their entirety.

5. Removal of all utility lines from within saw cut/demolition limits shown on the Demolition Plans.
 6. All trees and shrubs shall be removed within the limits of disturbance. When a tree or shrub is removed, the remaining stump shall be removed in its entirety.
 7. Parking lot pavement and turfing areas shall not be disturbed except as indicated on the Construction Documents. Areas damaged or disturbed by Contractor, shall be restored by Contractor, at Contractor's expense.
 8. All salvageable buildings, materials, and equipment of any description shall become the property of the Demolition Contractor. Under no circumstances will the storage of salvaged materials or debris be tolerated on the premises, pending sale or disposal or for any other purposes. No brick picking will be allowed on site.
- B. Contractor shall furnish all labor, material, and equipment necessary to remove the entire designated building(s) from within the demolition limits of the designated site. The means and methods of performing demolition operations are the sole responsibility of the Contractor; however, equipment used, and methods of demolition shall be subject to the approval of the Inspector in addition to the directions below.
1. Demolition by hand and demolition by machine: In general when a building is attached to another that is not being demolished, it shall be demolished by hand. Buildings that are completely detached from others not being demolished may be demolished by machine.
 2. Under hand methods, the contractor shall be restricted to horizontal operations. Unless approval to the contrary has been obtained in writing from the City's Code Department, the demolition shall proceed from top to bottom, one floor at a time. Demolition materials shall not be permitted on public sidewalks or curbs overnight. Masonry walls shall be demolished in small sections. Walls above the elevation of the first floor shall not be "thrown," but shall be barred loose and demolished piecemeal. No windows or door frames shall be removed until the demolition work has progressed to their elevation in the walls. No swinging balls, blasting or cables shall be permitted. Only those methods of demolition which ensure all phases of the work will be strictly confined within the limits of the designated area shall be approved.
 3. Under machine methods, the City shall permit the use of power operated (no swinging balls) wrecking equipment. Where a group of buildings is scheduled for demolition and is attached to a structure not scheduled for demolition, power methods shall be permitted for the group except for the building immediately adjoining the structure to remain. This building shall be demolished in accordance with the hand methods above. In addition, the front and rear walls of said building shall be saw-cut free of the building to remain prior to demolition activity.
 4. Except for the cutting of holes in floors for chutes and holes through which to drop materials, preparation of storage space, and other necessary preparatory work, demolition of exterior walls and floor construction shall begin at the top of the structure and proceed downward. Each story of exterior wall and floor construction shall be removed and dropped into the storage space before commencing with the removal of walls and floors in the next story below. This requirement shall not prohibit the demolition of a structure in sections if positive means are taken to prevent injury to persons or property.
 5. Protection of Openings. All floor openings and shafts not used for material chutes shall be floored over or enclosed with guard rails and toe boards.
- C. Prior to beginning any Demolition, the Contractor shall contact the KS One Call System (811) specifying plumbing excavation as well as demolition, and obtain an authorization number. IN NO CASE SHALL CONTRACTOR UNDERTAKE EXCAVATION WITHOUT UNDERGROUND UTILITIES BEING MARKED BY THE VARIOUS UTILITY COMPANIES. The utilities serving the buildings being demolished with this project have generally been disconnected by the various utility companies. The contractor shall refer to the Demolition Plans for additional information. The Contractor must notify the various utility companies when the work is to begin to confirm the status of any active utilities. All active utilities shall be disconnected by the Demolition Contractor in accordance with the rules and regulations of the utility companies.
- D. Demolition site areas shall be leveled off to the adjacent grade or paved area at a slope of no less than one (2)

foot vertical to one-hundred (1) foot horizontal (2%) so as to provide positive drainage. All grading shall be limited to within the perimeter of the demolition boundary unless specified otherwise on the Contract documents. Areas of the demolition site where fill is required to bring to final grade shall be backfilled with clean soils to a distance of six (6) inches below final grade. The Demolition Contractor shall grade and leave the site demolition area six (6) inches below final grade in preparation for placement of processed building/pavement millings. The final six (6) inches of demolition site fills that are surrounded by paved areas shall be capped with a minimum of six (6) inches of processed building/pavement millings.

- E. Pedestrian and vehicle traffic shall be continuously maintained. If Contractor finds it necessary to close a public sidewalk or Street, a right-of-way permit must be obtained from the Public Works Department and submitted to City/City representative 7 days prior to the start of demolition. Public Sidewalks and/or Public Streets must be clear of all demolition debris at the end of each day.

3.09 SHORING: Sufficient shoring shall be provided as follows:

- A. Support Columns: Where demolition of a structure results in cutting a beam supporting sections of a structure, adequate support shall be installed at Contractor's expense as to ensure worker safety. The support shall include adequate footing(s) and vertical support. It will be Contractor's responsibility to determine the necessary column size. Installation to be done according to accepted industry standards. Columns shall be adequately anchored to prevent lateral displacement, and any material used to anchor the column shall be protected against decay and corrosion.

3.10 PERMITS AND LICENSES: Contractor shall obtain and pay for all licenses, fees and other charges required by the city, county or state, and/or utility companies' regulations. **The City will waive all City Permit Fees. The Contractor will be required to pay all other Fee's of any nature.**

- A. Proof of all required licenses shall be submitted to the Contractual Services Unit of the UG.

- B. As a minimum, the following City Permits will be required:

1. Demolition Permit.
2. Hauling Permit.
3. Erosion Control Permit.

3.11 PROTECTION

- A. Exercise care during demolition work to confine demolition operations to the Site. The physical means and methods used for protection are at the Contractor's option. However, the Contractor will be completely responsible for replacement and restitution work of whatever nature at no expense to the City.

1. Additionally, if public safety is endangered during the progress of the demolition work, provide adequate protective measures to protect pedestrian and vehicular traffic on streets, walkways, and within parking lots.
2. Signs, signals and barricades used shall conform to requirements of Federal, State and local laws, rules, regulations, precautions, orders and decrees.

3.12 EXPLOSIVES AND BLASTING: Not permitted in performance of demolition work.

END OF SECTION

SECTION 02071 ASBESTOS REMOVAL

PART 1 GENERAL

1.01 SCOPE

This specification covers the removal, transportation, and disposal of asbestos-containing materials (ACM) that may be present in the properties included in this scope of work.

All materials removed will be disposed of in accordance with Federal, State, and Local regulations.

Regulatory compliance is recognized, as minimum standards and the Contractor, subcontractor and all parties involved in any asbestos related activities, shall follow all requirements included in this specification that may exceed minimum regulatory standards. The Unified Government's decision shall be final in the event of any difference of interpretation regarding regulations, contract or these specifications by any parties involved in the performance of this project including, but not limited to, the Contractors, subcontractors, transporters, landfills and laboratories

1.02 DESCRIPTION OF WORK

- A. The Work specified herein shall be the removal of asbestos-containing material by persons knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of asbestos-containing material, and the subsequent cleaning of the affected environment, and who comply with Federal, State, and Local regulations, mandate work practices, and who can perform the Work of this Contract. All Asbestos Abatement shall be completed by a Contractor licensed in the State of Kansas.
- B. The Contractor shall supply all labor, materials, equipment, services, insurance, and incidentals that are necessary or required to perform the Work in accordance with the applicable governmental regulations and these Specifications and Contract Documents.
- C. The Contractor is hereby notified that both Friable and Non-Friable Asbestos Containing Materials may be present. Non-friable asbestos containing material shall be removed in a way that does not render it friable. There shall be no grinding, chipping or pulverizing as defined by NESHAPS. All materials determined to be Friable by the On-Site Inspector or identified as such in the Hazardous Material Survey (HMS) shall be removed in accordance with all laws and regulations, prior to the demolition of the property. The removal of all asbestos shall be included in the Lump Sum Base Bid for Asbestos. All materials indicated as either Category 1 or Category 2, Non-Friable shall be removed as non-friable in accordance with all laws and regulations, prior to the demolition of the property. No additional payment shall be made for non-friable items deemed to be in acceptable condition by the Certified Asbestos Investigator on the site other than the Lump Sum unit price for the Asbestos. If the Certified Asbestos Investigator declares that the non-friable material is in poor condition, the material shall be removed in accordance with all laws and regulations prior to the demolition of the property at no additional cost to the owner.

1.03 TERMINOLOGY

The following terms used in these Specifications are defined as listed below:

- A. Abatement - Procedures to control fiber release from asbestos-containing materials; includes securing the Work area, removing the material, cleaning the area, and disposal of the material.
- B. Access Doorway - A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two or three overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway; or by using rigid gasketed doors and HEPA filter.
- C. Air Filtration Equipment - A portable local filtration system equipped with HEPA filtration and capable of maintaining a constant, low velocity flow to filter and trap contamination out of the air within the work area and then circulate or exhaust the filtered air to uncontaminated areas. This equipment is also used to establish a reduced pressure within the work area.
- D. Air Monitoring - The process of measuring the fiber content of a specific volume of air in a stated period of time.

- E. Air Lock - A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area, consisting of two curtained doorways separated by a dead air space of four feet.
- F. Amended Water - Water containing a wetting agent or surfactant with a surface tension of twenty-nine (29) dynes per square centimeter when tested in accordance with ASTM D1331.
- G. Area Sampling - Sampling of asbestos fibers concentration within the asbestos control area and outside the asbestos control area which approximates the concentrations of asbestos in the theoretical zone but is not actually collected in the breathing zone of an employee.
- H. Asbestos - The term asbestos includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, actinolite, and any of these materials that have been chemically treated or altered. Materials are considered to contain asbestos if the asbestos content is greater than 1% by weight.
- I. Asbestos Control Area - An area where asbestos removal operations are performed which is isolated by physical boundaries, which assist in the prevention of the uncontrolled release of asbestos dust, fibers, or debris. Two examples of an asbestos control area are: a full containment and a "glovebag".
- J. Asbestos Fibers - This expression refers to asbestos fibers having an aspect ratio of at least 3:1 and longer than 5 micrometers as determined by the National Institute for Occupational Safety and Health (NIOSH) Method 7400. This will be the method utilized for this project for monitoring purposes.
- K. Authorized Person or Visitor - The City, or his authorized representative, or any representative of a regulatory agency having jurisdiction over the Project.
- L. Background - Normal airborne asbestos concentration in an area prior to any asbestos abatement activity.
- M. Clean Room - An uncontaminated area or room that is part of the Work decontamination unit with provisions for storage of worker's street clothes and protective equipment.
- N. Curtained Doorway - A device to allow ingress and egress from one room to another while permitting minimal movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.
- O. Decontamination Enclosure System - A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one air lock.
- P. Equipment Decontamination Enclosure - That portion of a decontamination unit designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.
- Q. Equipment Room - A contaminated area or room that is part of the worker decontamination unit with provisions for storage of contaminated clothing and equipment.
- R. Fixed Object - A unit of equipment or furniture in the Work area that cannot be removed from the Work area.
- S. Friable Asbestos Material - Any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized, or reduced to powder either by hand pressure or mechanical forces reasonably expected to act on the material. If the asbestos content is less than ten percent (10%) as determined by a method other than point counting by PLM, verify the asbestos content by point counting using PLM.
- T. Glovebag - 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 used and supplied, and work practices is contained in the Occupation Safely and Health Administration's (OSHA) final rule on occupational exposure to asbestos (Appendix G to 29 CFR 1926.1101).
- U. Glovebag Technique - A method with limited applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short piping runs, valves, joints, elbows, and other non-planer surfaces in a non-contained work area. The glovebag assembly is a manufactured or fabricated device consisting of a

glovebag (typically constructed of 6 mil transparent plastic), two inward projecting long sleeve rubber gloves, one inward projecting water wand sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained, experienced, and skilled in this method.

- V. HEPA Filter - A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97 percent of particles (asbestos fibers) greater than 0.3 micrometers in mass median aerodynamic equivalent diameter.
- W. HEPA Vacuum Equipment - Vacuuming equipment with a HEPA filter system.
- X. Holding Area - A chamber in the equipment decontamination area located between the washroom and an uncontaminated area. The holding area comprises an air lock.
- Y. Log Book - A notebook or other book containing essential project data, daily project information, and a daily project diary. This book is kept on the project site at all times.
- Z. Mini-Enclosure - A method with limited applications for removing small amounts of friable asbestos-containing material.
 - AA. Movable Object - A unit of equipment or furniture in the Work area that can be removed from the Work area.
 - BB. Negative Pressure Enclosure (NPE) System - An enclosure system required as per OSHA Asbestos Regulations constructed in areas where the configuration of the work area does not make the erection of the enclosure feasible. At least four air changes per hour are maintained and a minimum of -0.02 column inches of water pressure differential, relative to outside pressure, shall be maintained in the NPE as evidenced by manometric measurements and daily print outs. Print out shall be kept in Contractor logbook with a copy provided for on-site air monitor. The NPE is kept under negative pressure throughout the period of use.
 - CC. Personal Sampling - Air sampling to determine asbestos fiber concentrations within the breathing zone for a specific employee, performed in accordance with 29 CFR 1926.1101.
 - DD. Removal - All herein specified procedures necessary to remove asbestos-containing materials from the designated areas and to dispose of these materials at an acceptable site.
 - EE. Shower Room - A room between the clean room and the equipment room in the worker decontamination unit with hot and cold or warm running water and suitably arranged for complete showering during decontamination. The shower room comprises an air lock between contaminated and clean areas.
 - FF. Surfactant - A chemical wetting agent added to water to improve penetration.
 - GG. Time Weighted Average (TWA) - The TWA is an 8-hour time weighted average airborne concentration of asbestos fibers. At least three full shift samples per person are required to establish that person's TWA exposure.
 - HH. Washroom - A room between the Work area and the holding area in the equipment decontamination area. The washroom comprises an air lock.
 - II. Wet Cleaning - The process of eliminating asbestos-contamination from building surfaces and objects by using cloths, mops or other cleaning tools that have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.
 - JJ. Wetting Agent - That specific agent used to physically entrap asbestos fibers in material to be removed therefore eliminating airborne asbestos resultant from the removal operations. Agent must have a surface tension of at least twenty-nine (29) dynes per square centimeter as tested in accordance with ASTM D 1331.
 - KK. Work Area - Designated rooms, spaces, or areas of the Project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area, which has been sealed, plasticized, and equipped with a decontamination enclosure system. A non-contained work area is an isolated or controlled-access work area which has not been plasticized nor equipped with a decontamination enclosure system.
 - LL. Worker Decontamination Facility - That portion of a decontamination unit designed for controlled

passage of workers, other personnel, and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room.

1.04 APPLICABLE DOCUMENTS

The current issue of each document shall govern. Where conflict among requirements, regulations, Codes, or these Specifications exists, the more stringent requirements shall apply.

- A. Regulations: Comply with applicable Federal, State, and Local regulations and ordinances.
- B. Title 29, Code of Federal Regulations, Section 1910.1001 and 1910.134 and 1926.1101, Occupational Safety and Health Administration (OSHA), U. S. Department of Labor.
- C. Title 40, Code of Federal Regulations, Part 61, Subparts M, National Emission Standards for Hazardous Air Pollutants, U.S. Environmental Protection Agency (EPA).
- D. All State, County, and City Codes and Ordinances as applicable.

1.05 PERSONAL PROTECTION AND SAFETY

- A. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his containment, decon, equipment, supplies, methods, etc. And for any damages which may result from his operations, improper construction practices or maintenance. He shall erect and properly maintain at all times as required by the conditions and progress of the Work, proper safeguards for the protection of workers and the public. "DO NOT ENTER" signs will be placed immediately outside the environmental construction area. OSHA required warning signs will be posted within the construction area, attached to the asbestos containment.
- B. During the removal operations, the Contractor may be placing his workers in a potentially hazardous electrical environment. Care and special consideration must be exercised by the Contractor to avoid electrical shock to his employees. The requirements as set forth in the latest edition of the National Electrical Code, shall be adhered to at all times. Particular emphasis shall be placed on the requirements listed in Article 210 – BRANCH CIRCUITS, Article 225 – OUTSIDE BRANCH CIRCUITS AND FEEDERS, Article 250 – GROUNDING, Article 300 – WIRING METHODS, and Article 590 – TEMPORARY WIRING, whenever and wherever power utilized. Contractor shall comply with all federal, state and local regulatory requirements.
- C. The Contractor shall be responsible for mandatory personnel monitoring of workers in accordance with 29 CFR 1926.11.01. Results shall be posted on abatement site daily with a copy of results provided to the industrial hygienist or the on-site City Representative within twenty-four (24) hours after completion of sample collection.
- D. The Contractor shall be responsible to confirm that the Contractor's written hazard communication program complies with all applicable regulations, including 29 CFR 1910.1200(e).
- E. Respiratory Protection Requirements:
 - 1. All respiratory protection programs shall be established in accordance with the respiratory protection requirements of 29 CFR 1910.134, 29 CFR 1910.1001 and 29 CFR 1926.1101. Contractor is responsible for all compliance with all regulations.
 - 2. All respirators used shall be selected from those approved by the Mined Safety and Health Administration (MSHA), Department of Labor, Department of Health and Human Services and/or the National Institute for Occupational Safety and Health (NIOSH) for use in atmospheres containing asbestos fibers.
 - 3. Work activities associated with the actual removal of asbestos-containing materials as well as post-removal activities prior to acceptable final clearance shall be conducted while wearing an appropriate respirator. The classes and type of respiratory protective equipment acceptable for this project shall be determined by historical air monitoring data provided by Contractor for previous similar projects and regulatory requirements that apply to the specific job site. The class and type of respiratory protection may require upgrading during project based on personnel and area sampling results at no additional cost to City and no project delays.
 - 4. Air-purifying respirators shall be fit-tested utilizing irritant smoke or isoamyl acetate at the beginning of each project or a minimum of every year.
 - 5. Provide authorized visitors with suitable respirators whenever they are required to enter the Work area.
- F. Provide workers and authorized visitors with sufficient sets of fire retardant full body impervious protective clothing. Such clothing shall consist of full body coveralls and headgear. Provide eye protection and hard hats as required by applicable safety regulations. Disposable gloves shall be used to protect hands. Reusable type protective clothing and footwear shall be left in the Contaminated Equipment Room until the end of the

asbestos abatement work, at which time such items shall be disposed of as asbestos waste, or shall be thoroughly cleaned of all asbestos or asbestos-containing material. Disposable type protective clothing,

headgear, and footwear may be provided. The requirements provided in this contract and regulations are minimum standards. The Contractor is responsible for protection of individuals working on the asbestos abatement project and ensuring their safety.

- G. The Demolition Contractor shall develop Worker Protection and Decontamination procedures to be followed by workers and authorized visitors.
 - H. Equipment Removal Procedures: The Demolition Contractor shall develop a plan for the cleaning of surfaces of contaminated containers and equipment prior their removal from the work area.
 - J. During summer work activities the Work area environment may be very hot and humid. The Contractor shall take precautions to protect his workers from the harsh environment as well as the asbestos fibers. First-aid items such as stretchers, water and cold packs should be kept adjacent to the Work area exits, thus allowing any personnel requiring emergency treatment egress from the Work area with minimum contamination to the clean environment. Breaks, lunch or worker rest periods should be held outside the Work area. All decontamination procedures shall be followed prior to exiting the Work area except in extreme emergencies. During cold weather periods the worker shall be provided with adequate protection from the environment to not cause harm to the workers.
- If evacuation of the Work area is required for contaminated personnel due to an emergency, all work efforts shall stop, and all forces shall be directed at minimizing the area contamination, cleanup operations and first-aid procedures. These activities shall be noted in the daily logbook.
- K. Post safety-warning signs that follow the “Sample Format Warning Sign” shown below:
Sample Format Warning Sign: Minimum Size – 24” x 36”; Material – Aluminum or Fiberglass

Script:

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

AUTHORIZED PERSONNEL ONLY

RESPIRATORS AND PROTECTIVE CLOTHING
ARE REQUIRED IN THIS AREA

- L. During work activities requiring decontamination procedures, the Contractor shall provide a means of communication for the workers inside the Work area without requiring personnel to enter or leave the Work area.
- M. An employee leaving the Work area shall follow all necessary decontamination procedures.
- N. Personnel of other trades not engaged in the removal and demolition of asbestos shall not be exposed at any time to airborne concentrations of asbestos. The Contractor shall maintain control of access to the regulated area at ALL TIMES. No non-asbestos trades shall enter the regulated area.
- O. If an asbestos spill occurs outside of the asbestos control area, stop work immediately, correct the condition to the satisfaction of the City Representative including clearance sampling, prior to resumption of work.
- P. The Contractor shall post a list of telephone numbers for local hospitals and/or emergency squad, local fire department, a representative of the City who may be reached 24 hours a day, the Contractor’s headquarters, and any other professional consultants directly involved with the project in the facility.

1.06 ASBESTOS ABATEMENT SUPERVISOR (ABS):

The Contractor shall have a certified abatement supervisor present at all times while asbestos abatement work is in progress. The supervisor shall be thoroughly familiar and experienced with asbestos removal and related work and shall be familiar with and shall enforce the use of all safety procedures and equipment. He shall be knowledgeable

of all EPA, OSHA, NIOSH, State and Local requirement and guidelines. He shall be trained in the proper use of all personal protection and safety equipment including, but not limited to, air purification and respiratory systems.

The Asbestos Abatement Supervisor and ‘Competent Person’ shall be onsite at all time and shall have AHERA/EPA approved Contractor/Supervisor training. All workers shall have AHERA/EPA and State approved worker training. All workers and supervisors onsite shall be appropriately licensed.

In addition to the Superintendent, the Contractor shall furnish one or more Asbestos Abatement Supervisors who are familiar and experienced with asbestos removal and its related work, safety procedures and equipment.

- A. It shall be a requirement of this Specification that the Superintendent and/or one or more of the Contractor’s Asbestos Abatement Supervisor is inside the Work area at all times while work is in progress.
- B. It is the intent of these Specifications that all phases of the Work shall be executed by skilled craftsmen experienced, or receiving training by experienced personnel, in each respective environmental discipline.

PART 2 MATERIALS AND EQUIPMENT

2.01 MATERIALS:

- A. Deliver all materials in the original package, container, or bundle bearing the name of the manufacturer and the brand name. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination. Damaged or deteriorated materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be disposed of in accordance with the applicable regulations.
- B. Polyethylene sheet: provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for flame-resistant textiles and films. Provide largest size possible to minimize seams, 6.0 mil thick, frosted or black as indicated.
- C. Tape capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheets to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including sue of amended water.
- D. Surfactant: Shall consist of 50 percent polyoxyethylene ether and 50 percent of polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one ounce surfactant to 5 gallons of water.
- E. Impermeable Containers: Suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site, labeled in accordance with OSHA Regulation 29 CFR 1910.1001. Containers must be both air and watertight and must be resistant to damage and rupture. Plastic bags shall be a minimum of 6 mil thick.
- F. Warning labels and signs: As required by OSHA Regulation 29 CFR 1910.1001.
- G. Other Material: Provide all other materials, such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the Work area.

2.02 TOOLS AND EQUIPMENT:

- A. Provide suitable tools for asbestos removal.
- B. Air filtration equipment: High efficiency particulate air (HEPA) filtration systems shall be equipped with filtration equipment in compliance with ANSI Z9.2-79, local exhaust ventilation or equal. No air movement system or air filtering equipment shall discharge unfiltered air outside the Work area. A reduced pressure shall be held in the Work area continuously (24 hours a day) from the start of work in the area until the area has been decontaminated and certified as such by the required testing. A volume of air shall be filtered equal to one air exchange in the work area every fifteen minutes. Air filtration shall meet the requirements of 29 CFR 1926.110.

PART 3 SUBMITTALS

3.01 PRE-ABATEMENT

Before the Start of Work: Submit three (3) copies of the following to the City for review. In scheduling, allow at least (5) five working days for review by the City following City’s receipt of the Submittals. Work shall not begin until authorized by the City/City Representative. **No Worker or Supervisor is permitted on the project site unless submittals for each individual has been received and approved.

- A. Permits - Submit a copy of all required permits required per City, State and Federal Regulations.
- B. Work Plan – Buildings Not Imminently Dangerous:

Submit for approval, to the City/City Representative, a written Work Plan. The Work Plan shall address at a minimum:

1. Methods proposed for the, removing, loading, and hauling of contaminated materials and construction wastes. All Alternative Removal Methods shall be included in this submission.
 2. Storage and security provisions for contaminated materials and construction wastes.
 3. Waste identification methods (e.g., labeling, marking containers).
 4. Provisions for ensuring separation of incompatible materials.
 5. Location of waste staging and temporary storage areas.
 6. Provisions for minimizing off-site contamination associated with temporary storage of contaminated materials on-site.
 7. Names and addresses of all waste disposal and/or recycling facilities for each particular waste stream.
 8. Copies of licenses and permits required by local, state and federal regulations for all transporters and disposal facilities.
 9. Special safety precautions required.
 10. A description of the exhaust method that will be utilized when performing asbestos abatement of properties adjacent to occupied properties or where persons that are not asbestos trained and equipped with personal protective equipment may be exposed to the asbestos abatement exhaust from the regulated area.
- C. Ten (10) day (or most stringent) Federal, State, County, and Local notifications.
 - D. State and County, if applicable, certificate to engage in asbestos project as per regulatory requirements.
 - E. Documentation of approval of removal methods and variances issued by regulatory agencies.
 - G. Permits, State licensure, and Notification.
 - H. Medical examination and fit-testing documentation.
 - I. Current Company and worker/supervisor training certificates and licensure City of Kansas City, Kansas. Contractor shall be found in breach of contract if invalid, expired, suspended, or revoked licenses are used during contract performance by company, worker and/or supervisor. The company may not use another company's license, or contract will be invalid.
 - J. Respiratory and medical monitoring program.
 - K. Confirmation that written hazard communication program complies with all applicable Regulations. Name, address, and telephone number of laboratory performing OSHA sampling and analysis (including laboratory certification information).
 - M. Inventory of any chemicals or other materials that will be used on site, and Material Safety Data Sheets for any chemicals or other materials that will be used on site.
 - N. Description of removal methods used for each type of material in the facility (i.e. carpet, floor tile, mastic, spray-on/troweled-on surfacing materials, thermal system insulation).
 - O. Negative exposure assessment data documentation and report representing similar project size, scope, and type of material in occupied building for work practices and engineering controls intended for use on this project that was performed within the last twelve (12) months.
 - P. Work plan and detailed project schedule.
 - Q. Decontamination unit information (i.e. personnel decontamination unit shop drawing, equipment decontamination unit shop drawing, shower plan shop drawing, shower walls product data, shower head and controls product data, filters product data, filters shop drawing, hose bib product data, elastomeric membrane product data, lumber product data on fire resistance treatment, signs-samples, and fire-proof poly product data).
 - R. Manufacturer data must be submitted for the following:
 1. Local exhaust and vacuum equipment.
 2. Pressure differential monitor.
 3. Respirators.
 4. Amended water.
 5. Chemicals.
 - S. Show compliance with ANSI Z 9.2 for vacuums, ventilation equipment, and other equipment required to

contain airborne asbestos fibers by providing manufacturer's certification.

- T. The Contractor shall provide maintenance records, the actual filtration capacity, manufactured data and manometer readings for the negative air machines to be used on-site. Provide replacement records for primary, secondary and HEPA filters utilized on projects for the past 12 months.

3.02 PROJECT DURATION

SUBMITTALS OSHA

MONITORING

- A. The Contractor shall be responsible for all personal air monitoring and maintain OSHA Monitoring results at site within twenty-four (24) hours after collection of samples, and shall provide the results of the air monitoring on a weekly basis to the City and/or City's Representative. These results shall be for each job site.
- B. Provide log of all filter changes, and manometer readings for negative air exhaust machines.
- C. WASTE SHIPMENT MANIFEST – Waste shipment manifests shall be provided monthly, or upon request, for all waste that has been removed offsite for disposal at an approved landfill. Unless otherwise specified. Temporary storage of asbestos waste collected in the performance of this Scope of Work (including all materials removed from containment area) is prohibited.
- D. Contractor shall submit project updates/progress reports showing 25%, 50%, 75% and 100% asbestos abatement completion for project phase to City. Indicate completed addresses and addresses listed for completion. Include update project schedule indicating when completion for remaining addresses will take place.

3.03 PROJECT CLOSE-OUT SUBMITTALS Post abatement documentation shall include:

- A. Notification of Demolition/Renovation (Including all amended notices for Federal, State and Local agencies) – Contractor shall provide notifications and ensure that work adheres to all Federal, State and Local Regulations.
- B. Abatement Contractor License – Contractor shall provide a copy of the current contractor license for the State (and local regulatory agency) for specific job site.
- C. Supervisor/Worker License – Contractor shall provide a copy of the current supervisor/workers licenses for the State (and local regulatory agency) for specific job site.
- D. Job Sign In/Sign Out Forms – Contractor shall document all personnel and visitors to the site.
- E. OSHA Monitoring Results – Contractors shall provide all personal monitoring results for the specific project within 24 hours of sample collection and post results at the site. In addition, contractor shall provide the name, address, telephone number and laboratory certificate for the laboratory that performs the sample analysis.
- F. Waste Shipment Manifest – Fully executed original manifests shall be provided to the CITY within 20 calendar days after waste has left the site. Interim storage is prohibited.
- G. Material Safety Data Sheets (MSDS) – Contractors shall provide MSDS for all chemicals used at the site during the abatement work.

PART 4 EXECUTION

4.01 PREPARATION - All Work Area preparation shall be performed in compliance with 29 CFR 1926.1101, but not limited to the following:

4.02 Work Area Preparation Major Project

MAJOR PROJECTS: Throughout the entire preparation, removal and cleaning operations, air monitoring shall be conducted by a testing laboratory retained and paid for by the Contractor to monitor Contractor's compliance with these specifications, with EPA and OSHA regulations, and any applicable state and local regulations.

Pretest project and clearance sampling is required. The final clearance laboratory report, and the results of the final visual inspection and documentation must be submitted to City/City's representative within 10 calendar days of the project completion.

MAJOR ASBESTOS PROJECT WORKPLACE STANDARDS

- A. A Major Asbestos Project is any project involving the removal, enclosure, or encapsulation of or any renovation, repair, or demolition work which disturbs or damages either: (a) eighty (80) square feet or more of friable asbestos material from ceilings, walls, structural members, mechanical component, or other surfaces

of a building; or (b) forty (40) linear feet or more of asbestos pipe covering within a single building or at one location.

1. The provision of this Section shall apply to all major asbestos projects.
2. The Contractor shall provide at least ten (10) working days advance notification of intended asbestos

abatement activity to KDHE using KDHE Asbestos Notification Form (ET-ASB8) and Asbestos Demolition Form (ET-ASB10). In addition to these required notifications, the Contractor shall notify the City or their representative at least ten (10) calendar days in advance of intended asbestos abatement activity. The Contractor shall notify the adjacent property owners impacted by the proposed demolition as applicable. The notification shall include: the name of the contractor, the project location and scope, amount and type of asbestos, abatement procedure, dates of expected occurrences. Postings of this notification shall be in English (and other languages appropriate to the population of occupants within the work area and adjacent areas), at eye level, in a conspicuous, well-lit place, at the entrances to the work area and immediate adjacent areas. The notice shall have the heading, NOTICE OF ASBESTOS ABATEMENT, in a minimum of one-inch Sans Serif gothic or block style lettering. All other lettering shall be in a minimum of one-quarter inch Sans Serif gothic or block style.

3. Caution signs meeting the specifications of OSHA 29 CFR 1926.1101k (7)(i) shall be posted at all entrances to a location where airborne concentrations of asbestos may exceed ambient background levels. Caution signs shall be posted in English and other appropriate languages.
 4. When an isolation barrier is required it shall be constructed as follows:
 - a. partitions shall be constructed of, at a minimum, conventional 2x3 wood, polyvinyl chloride piping, or metal stud framing or equivalent, on a sixteen-inch maximum center-to-center (16"CC) to support barriers in all openings larger than thirty-two (32) square feet, except where any one dimension is one (1) foot or less;
 - b. a solid construction material (e.g., plywood) of at least three-eighths-inch (3/8") thickness shall be applied to the work side of the framing where the barrier could be subject to damage from activity adjacent to the work area.
 5. Prior to erection of partitions, asbestos materials that will be disturbed during this activity shall be:
 - a. treated first with amended water or a removal encapsulant and removed using a tent procedure.
 - i. removal by these procedures shall be limited to a maximum of a one (1)-foot-wide strip running length and/or height of the partition and is allowed only to facilitated erection of the partitions.
 6. Except to allow for the entry of air necessary to maintain negative pressure, the work area shall be isolated by completely enclosing the work area and sealing off all doors, windows, ducts, grills, diffusers, and any other penetrations of the work areas with two (2) layers of plastic sheeting and tape. All seams of system components that pass through the work area shall also be sealed.
 7. After the isolation barriers required in paragraph 4. above have been erected, ceiling-mounted objects not previously sealed, that will interfere with the asbestos abatement project, shall be removed and cleaned or removed and disposed of as asbestos waste. Amended water spraying or HEPA-filtering vacuuming shall be used during the process of removing any ceiling-mounted objects to reduce the dispersal of asbestos fibers.
 8. Suspended ceiling tiles and T-grid component contaminated by friable asbestos materials shall remain in place until:
 - a. if any suspended ceiling tiles and T-grid components are to be retained for reuse, they shall be removed and vacuumed with HEPA-filtered equipment and wet-cleaned; otherwise, they shall be removed and disposed of as asbestos waste in accordance City, State and Federal Regulations.
 9. Emergency exits from the work areas shall be maintained, or alternative exits shall be provided and maintained in accordance with the Building Code and any other applicable regulations. Emergency exits shall be checked daily against exterior blockage or impediments to exiting.
 10. Entrances to the work area that will not be used for worker entry or emergency exits shall be locked to prevent unauthorized entry.
 11. A negative pressure ventilation system shall be established to maintain negative air pressure in the work area at all times in order to prevent airborne asbestos fibers from escaping the work area.
- B. Asbestos Project Procedures
1. General Procedures
 - a. No removal, encapsulation, or enclosure of asbestos materials may begin until the work area has been properly prepared and all necessary equipment is in place to protect the general public;
 - b. No person shall enter the work area during an asbestos project without proper equipment and clothing and training;
 - c. The contractor or supervisor of an asbestos project shall provide all authorized persons who enter the

- work area with the required protective clothing and equipment, in accordance with applicable federal regulations, including disposal protective clothing (including full-body coveralls, head and foot covers, gloves) and appropriate respirators;
- d. The contractor or supervisor of an asbestos project shall ensure that:
 - i. all individuals refrain from eating, drinking, and smoking in the work area and other contaminated areas;
 - ii. all workers and authorized visitors enter the work area through the worker decontamination system;
 - iii. all individuals who enter the work area sign an entry log, located in the clean room, upon each entry and exit. The pages of the log shall be permanently bound together and shall identify fully the facility, owner, agents, contractor(s), the project, each work area, worker respiratory protection employed, and date and time of entry and exit. The entry log headings shall indicate, and the signatures shall be used to acknowledge, that the regulations and procedures have been reviewed and understood by all persons prior to entering the work area. The postings and log headings shall be in English and other appropriate languages. The asbestos project supervisor shall be responsible for the maintenance of the log during the abatement activity. The log shall be available for examination during general business hours by the City/City Representative and the project workers;
 - iv. all individuals, before entering the work area, are familiar with all posted regulations, personal protection requirements and emergency procedures;
 - v. all individuals proceed first to the clean room, remove all street clothing, store these items in clean, sealable plastic bags or a locker, and don respirator protection, disposable coveralls, head covering, foot covering and gloves. Clean respirators, filters, if appropriate, and protective clothing shall be provided and utilized by each person on each occasion when he/she enters the work area;
 - vi. individuals wearing the designated personal protective clothing and equipment proceed from the clean room, through the shower room, to the equipment room where necessary tools are collected and any additional clothing (deck shoes, hard hats, goggles and/or overalls) are donned before entry into the work area;
 - vii. before leaving the work area, each individual removes the gross contamination from outside of the respirators and protective clothing by wet cleaning and/or HEPA-filtered vacuuming;
 - viii. in the equipment room, all personal protective equipment, except respirators, are removed; disposable clothing shall be deposited into the appropriate containers for disposal in accordance with all applicable regulations and these specifications. Reusable contamination clothing, footwear, and/or head gear shall be stored in the equipment room when not in use;
 - ix. each individual, while still wearing a respirator, proceeds to the shower room, cleans the outside of the respirator and his/her exposed face area under running water prior to removing the respirator, and then fully and vigorously showers and shampoos to remove residual asbestos contamination. Respirators shall be washed thoroughly with soap and water. Various types of respirators may require slight modification of these procedures; and
 - x. individuals, after showering and drying, proceed to the clean room and don clean disposable clothing if returning to the work area or, if not, street clothing; and
 - e. Air monitoring to determine worker exposure to asbestos fibers shall be conducted for all asbestos workers not covered by the OSHA asbestos standards, in accordance with the applicable EPA and OSHA standards.
2. General Removal Procedures
 - a. The asbestos material shall be sprayed with amended water. The amended water shall be tested on a small area before use to ensure effectiveness. A fine Low-pressure spray of amended water shall be applied to prevent disturbance of asbestos fibers prior to removal. The amended water shall be sprayed on as many times as often as necessary to ensure that the asbestos nearest the substrate of the asbestos material is thoroughly wetted to prevent dust emission. Removal of dry asbestos material shall be permitted only when removal of wet asbestos material is demonstrated as not feasible to the Asbestos Inspector or City representative;
 - b. Asbestos material located more than fifteen (15) feet above the floor shall be removed and lowered into inclined chutes, lowered onto scaffolding, or containerized at that height for later disposal. Asbestos materials shall not be dropped or thrown to the floor from fifteen (15) feet or greater. For materials at heights greater than forty (40) feet above the floor, a dust-tight, enclosed chute shall be constructed to transport removed asbestos material directly to containers located on the floor;
 - c. The asbestos material shall be disposed of in accordance with all applicable regulations and these

- specifications;
- d. After all of the asbestos material has been removed from the structure, all surfaces from which asbestos has been removed shall be scrubbed using nylon or bristle brushes and wet-sponged, or cleaned by an equivalent method approved by the City, to remove all visible asbestos material. During cleaning the surfaces shall be kept wet using amended water;
 - e. All accessory equipment shall be moved to the equipment room in sealed six (6)-mil plastic bags and decontaminated for removal;
 - f. All free water (in contaminated areas) shall be retrieved and added to asbestos waste for disposal and/or placed in plastic-lined leak-tight drums for disposal in accordance with all applicable regulations and these specifications; and
3. Waste Disposal Procedures
- a. As asbestos materials are removed, they shall be thoroughly wetted and placed into (6)-mil plastic disposal bags;
 - b. Asbestos-contaminated materials such as plastic sheeting, clothing, and other items shall be placed into six (6)-mil plastic disposal bags;
 - c. Plastic disposal bags containing asbestos and asbestos-contaminated materials shall be sealed, cleaned, and while being removed from the work area, placed into approved six (6)-mil plastic bags,

which shall be sealed, labeled, and transported directly to an approved waste disposal, storage, or transfer facility in accordance with the applicable City, State, and Federal regulations;

- d. Any asbestos-contaminated materials which may penetrate the asbestos disposal bags shall be placed into fiber drums, which shall be sealed and labeled in accordance with applicable EPA regulations;
 - e. There shall be no visible emission of asbestos dust during the transport of asbestos or asbestos contaminated waste;
4. Work Area Clean-Up Procedures
- a. After all asbestos abatement work has been completed, but before the plasticizing is removed, wet wipe all surfaces in the work area to eliminate gross debris and then remove the top layer of plastic sheeting;
 - b. All surfaces within the work area from which asbestos material has been removed, and the bottom layer of plastic sheeting shall be HEPA-vacuumed and where feasible, wet cleaned with amended water;
 - c. Following thorough cleaning, and after the Certified Asbestos Project Inspector has confirmed that no visible residue remains, all surfaces in the work area from which asbestos has been removed and the bottom layer of plastic sheeting shall be sprayed where feasible with an encapsulant;
 - d. The Contractor shall provide clearance sampling of the work area.
 - e. Critical barriers shall remain in place until the work area is certified clean.

C. Project Completion

In order to be considered a complete demolition project (i.e. no re-occupancy) each work area must pass a final inspection. As part of the final inspection, the Contractors Independent Testing laboratory shall collect clearance samples to determine if the asbestos abatement was conducted in a proper manner so as to safely allow demolition to proceed. The Contractor and the Project must meet the conditions outlined below:

1. An asbestos project work area shall not be permitted to be open for use until the Contractor has certified, in writing, that the following conditions have been met:
 - a. the asbestos project inspector has certified that, based on a visual inspection, the area contains no visible dust or debris;
 - b. the asbestos project inspector certifies that, based on the results of the aggressive air monitoring procedures, the airborne asbestos level in the work area does not exceed the limited use standards and procedures set forth below:
 - i. all clearance samples shall be collected and analyzed either by phase contrast microscopy (PCM) or transmission electronmicroscopy (TEM);
 - ii. clearance samples shall be collected after the asbestos abatement contractor has completed all asbestos abatement and clean-up activities and the independent certified asbestos project inspector has certified the work area has passed the visual inspection;
 - iii. the minimum number of air samples which shall be collected inside the asbestos abatement work area shall be based on the area of floor space; less than 5000 square feet requires 3 samples and

- greater than 5000 square feet requires 5 samples.
- iv. sampling sites in the abatement area shall be selected on a random basis to provide an unbiased and representative sample;
 - v. aggressive sample conditions shall be used to circulate air in the vicinity of the air samplers with one twenty-inch fan used for each twenty thousand (20,000) cubic feet of work site.
 - vi. the work area shall be considered cleared for that use necessary immediately prior to demolition when the concentration of the asbestos does not exceed the limited use standard of five one-hundredths fibers per cubic centimeter of air (0.05f/cc) based on the arithmetic average of those clearance air samples taken inside the asbestos abatement work area.
- c. The City, based on a visual inspection, has determined that the area contains no visible dust or debris;
 - d. The City has determined that the air monitoring required to establish that the limited use standard has been met has been performed in accordance with applicable regulations and procedures;
 - e. The asbestos contractor or supervisor has submitted an amended permit application for any project changes and has paid any incremental permit fee due.

D. Inspections

The asbestos contractor or supervisor shall make a request to the City at least seventy-two (72) hours prior to the time when pre-inspections and final inspections are required.

4.03 Alternative Removal Methods

The Kansas Department of Health and Environment (KDHE) regulates friable asbestos abatement projects. For purposes of this project, all floor tile, wall tile, and mastic projects where these materials are removed by mechanical buffers are considered friable asbestos abatement projects unless the abatement contractor submits an alternative abatement plan. The removal of these materials by other methods prior to demolition may not render them friable. Approval of alternative methods by the City or their representative is required prior to the start of the project.

Typical floor tile removal methods such as mechanical chipping (hand or machine) result in the floor tile being broken up into numerous small fragments. Mastic removal by mechanical (shot blast) methods has similar results. These removal methods render the floor tile or mastic materials friable and will be subject to ALL of the requirements of the KDHE, the U.S. EPA NESHAP, including permits and an independent asbestos project inspector for major projects, air monitoring, work area preparation standards, and disposal requirements.

Contractors may apply for alternative removal methods and submit with the notification a non-friable removal work plan prior to project start up. Work plan methods must include the use of heat from infrared machines, or building a dyke and flood with water, or the use of dry ice or liquid nitrogen for floor tile removal or chemical applications for mastic removal.

The City must review and approve each abatement plan and alternative method request for each project prior to the contractor starting the project. If the undertaking is approved by City as a non-friable project the notification and worker certification requirements apply. The contractor must ensure that the material remains non-friable during removal and disposal.

4.04 Asbestos Abatement Exhaust into Ambient Air

The properties requiring demolition are located in commercial areas and require additional protective measures to be utilized by the contractor to ensure that air exhausted as a result of asbestos abatement and demolition activities where asbestos is located is not exhausted in a manner that may expose adjacent children or others in the area who are not asbestos trained and equipped with personal protective equipment. The contractor shall implement work practices and engineering controls that are specific to properly manage exhausted air from an asbestos regulated site that is adjacent to occupied properties or where persons who are not asbestos trained or equipped with personal protective equipment may be exposed to the asbestos exhaust from the regulated area.

The contractor shall control exhausted asbestos abatement air by applying one of the following methods:

1. The contractor shall exhaust asbestos contaminated air into a drum that contains water instead of directly exhausting to the exterior of the property into the ambient air, or
2. The contractor shall "piggy back" multiple negative air machines that are properly equipped with HEPA-filtration system prior to exhausting air resulting from asbestos remediation into the ambient air.

The contractor shall specify in the work plan which asbestos abatement air exhaust method will be utilized for properties that will require demolition that are located adjacent to occupied properties and properties that are not located adjacent to occupied properties but where non-asbestos trained personal protection equipped persons may come in contact with asbestos abatement exhaust release.

4.05 Disposal of Asbestos-Containing Materials and Asbestos-Contaminated Waste

A. Asbestos Materials

As the Work progresses, and to prevent exceeding available storage capacity on site, remove sealed and labeled containers of asbestos waste and dispose of such containers at an authorized disposal site in accordance with the requirements of disposal authority and all applicable regulations.

1. Bags of asbestos materials from the Work area via the equipment decontamination enclosure shall be placed in a mechanically fastened drum or a second clean bag, which is then transported in an enclosed vehicle or dumpster. Appropriate labels shall be affixed to the outside of the container.
2. Federal, State and Local permits shall be obtained for the transportation of asbestos materials, and all procedures shall be followed as they pertain to transportation of asbestos materials.
3. The transport vehicle shall be lined with 6 mil plastic prior to loading asbestos waste. The vehicle shall be used for the sole purpose of transporting asbestos waste. No other contract materials or supplies shall be stored or transported in the vehicle unless it has been decontaminated.
4. Activities involving removal of waste, loading onto vehicle, and disposal at the landfill, shall be

documented in daily reports. A second document, landfill manifest, shall be completed when material is disposed at landfill. Both documents shall indicate date and volume of material handled. A bill of lading shall be submitted as per DOT regulations.

B. Asbestos Waste

1. All wastewater shall be filtered through a five-micron filter system prior to final disposal as asbestos waste at a landfill. The wastewater shall be drummed and transported to a landfill per the previous requirements of disposal. Used wastewater filters shall be considered to be asbestos waste.
2. Asbestos waste other than contaminated water shall be drummed or bagged and transported as previously described.

END OF SECTION

SECTION 02120
OFF-SITE TRANSPORTATION AND DISPOSAL

PART 1 - GENERAL

1.01 SUMMARY

- A. The Contractor shall furnish all labor, materials, equipment, and related items required for the proper transportation and disposition of waste materials.
- B. The Contractor is to determine the proper waste characterization and recycling or disposal methods to ensure that waste materials are recycled or disposed according to procedures that are consistent with applicable regulations.
- C. All waste materials are to be transported directly to a properly permitted facility for permit issued by the state in which the facility is located. All waste is to be transported to the applicable facility in an expeditious manner.
- D. It is the intent of these specifications to allow for the proper and legal disposition of waste materials. Primacy shall be given to salvage, recycling and reuse of materials to the extent allowed by applicable laws.
- E. Related Sections:
 - 1. Section 02071: Asbestos Removal

1.02 REGULATORY REQUIREMENTS

- A. The Contractor shall comply with all Federal, State, and local regulations applicable to waste management, including KDHE, KDOT, OSHA, RCRA, and TSCA regulations.
 - 1. All waste materials shall be recycled, processed, disposed at a property permitted facility in accordance with City, State and Federal Regulations.
 - 2. All vehicles and containers transporting waste must be in compliance all City, State and Federal Regulations.
 - 3. All storage of waste prior to removal from the project area shall comply with all City, State and Federal Regulations.

1.03 QUALIFICATIONS

- A. The Contractor and subcontractors must have demonstrated experience with transportation of waste materials and have sufficient vehicles and containers to perform the work.
- B. All receiving facilities must have valid permits to accept the types and quantities of waste materials from the Kansas Department of Health and Environment (KDHE) or other City, State, or Federal entity as applicable.
- C. The compliance history of the hauler and receiving facility(ies) shall not have any outstanding fines or penalties or have action against the hauler or receiving facility which resulted in a criminal felony conviction within the preceding five years.
- D. Transporter shall have at least five (5) years experience in the waste hauling and sufficient drivers, tractors and trailers to perform the works. The transporter shall have no outstanding fines or penalties with applicable state transportation or law enforcement agencies. Continued violations (more than one per month over two or more consecutive months) of applicable transportation and waste handling laws and regulations (including but not limited to vehicle safety and litter blowing) may result in termination of the transporter and a substitute transporter will be utilized.

1.04 SUBMITTALS

- A. Submit to the City/City Representative a written Waste Disposal and Waste Handling Plan for disposal and waste handling operations, describing classes of materials to be handled, with storage, disposition and receiving facilities for each material classification. Describe testing program for each material classification. Identify all waste handling contractors, including suppliers of containers, transporters, and receiving facilities. Provide statement(s) of qualifications of all transporters and receiving facilities documenting compliance with Article 1.03.
- B. Provide to the City/City Representative a copy of valid state issued permit from all proposed receiving facilities.
- C. Provide to the City/City Representative a written guarantee of capacity for wastes materials from the receiving facility for quantities of material to be delivered to the receiving facility. The written guarantee shall include both maximum daily and maximum total amounts of waste to be received by the facility, and restriction, if any, regarding the types of waste to be received, the hours of acceptance of the wastes.
- D. Provide to the City/City Representative a written testing program required by the receiving facility(ies) and

applicable state laws and regulations, including frequency and types of tests for each applicable waste type.

- E. Provide to the City/City Representative copies of all laboratory test data, including, quality control and quality assurance information, required by the receiving facility(ies) or applicable state laws and regulations within one week of receipt of the contractor or within two weeks of completion of the analytical report, whichever is earlier.
- F. Submit to the City/City Representative copies of manifests or other records of sale or bills of lading indicating truck number, weight of waste, whether the waste contains any asbestos containing material, time and date of scale transaction at receiving facility prepared or signed by weighmaster of receiving facility for all wastes. Submit weekly. Information to be submitted prior to the end of the following week. Accompany the manifests with summary tables. Tables shall include daily totals of waste quantities for each waste type at each receiving facility.
- G. Submit to the City/City Representative copies of each daily operations record kept by each transporting vehicle.

1.05 PROJECT RECORD DOCUMENTATION

- A. Waste Log shall be maintained by the Contractor. The waste log shall record origin (address and date) of waste for each vehicle load, origin of samples taken for analyses, receiving facility for each vehicle load and weight of load as received by the receiving facility.
 - 1. Maintain log in good, legible order and keep available for inspection by City/City Representative at all times. Upon completion of project, provide to City/City Representative.
- B. Each collection vehicle to maintain daily operational record for each day waste is transported.
- C. A separate log shall be maintained for salvaged materials similar to the waste log described in paragraph A. recording the origin (address and date) of waste for each vehicle load, origin of samples taken for analyses, receiving facility for each vehicle load and weight of load as received by the receiving facility.
 - 1. Maintain log in good, legible order and keep available for inspection by City at all times. Upon completion of project, provide to City.

PART 2 - PRODUCTS

2.01 EQUIPMENT

- A. The Contractor shall provide equipment, personnel and facilities necessary to load materials for transport and complete transportation to the appropriate disposal facility.
- B. All containers used to store materials on site shall comply with the following provisions:
 - 1. Container shall be watertight, leak proof, insect proof and rodent proof.
 - 2. Container shall be equipped with a watertight fitting lid or cover or otherwise sealed.
 - 3. Containers shall be clearly labeled as containing "municipal waste" or the specific type of municipal or other waste being contained.
- C. Transportation vehicles shall be clearly identified as carrying the applicable type of waste materials and vehicles shall be in compliance with applicable state department of transportation regulations.
 - 1. Open top trailers shall be covered with secured tarpaulins or other suitable covers to prevent litter or waste from escaping the trailers.

PART 3 - EXECUTION

3.01 SELECTION OF WASTE DISPOSITION METHOD(S)

- A. The Waste Disposal and Waste Handling Plan shall be prepared by the Contractor and include material disposition by type. All disposition and sampling arrangements shall be performed and coordinated by the Contractor and in accordance with the plan as approved by the City/City Representative. This will include waste characterization and approval as well as any permits required. Contractors shall be responsible for testing and analyzing material, debris, and/or soil to determine the proper disposal method. Provide the City with documentation of the results.
- B. The Contractor may dispose non-hazardous and non-recyclable solid waste at a properly permitted municipal or construction/demolition waste transfer station, processing facility or landfill (municipal waste or construction/demolition waste) with a valid permit and sufficient capacity to receive waste. Preference shall be given to facilities that salvage materials, process or beneficially use waste materials as allowed by law. Facility shall provide dedicated capacity for incoming wastes. The solid waste must comply with the facility operator's permit and applicable regulatory requirements. Hazardous waste, as identified by 40 CFR 261 must be disposed as required by local, State, or Federal regulations. The method of disposal must be approved by the City.

1. Waste materials that may be beneficially used must have applicable beneficial use approvals from the applicable state and the Contractor shall provide copy of the applicable permit or approval. Include any regulatory quality control and quality assurance testing programs and corresponding acceptance/rejection criteria, if any, in the waste plan.
2. For waste materials that may be disposed, reused or processed pursuant to permit by rule, general permits, or permit exemptions, provide documentation from the applicable regulating agency to the satisfaction of the City/City Representative that the proposed disposal method, reuse or process is in accordance with applicable state laws and regulations. Include any regulatory quality control and quality assurance testing programs and corresponding acceptance/rejection criteria, if any, in the waste plan.

3.02 LOADING AND HAULING

- A. The Contractor shall inspect haul vehicles for soil adhesion to wheels and under carriage. These soils shall be removed and properly handled by the Contractor before leaving Site.
- B. No transport vehicles shall be allowed to leave the Site that are leaking or spilling materials.
- C. The Contractor shall ensure tarpaulin covers are provided for transport vehicles, which shall cover excavated materials during transport. Do not overfill vehicles.
- D. All transport vehicles shall be in strict conformance with all the applicable Federal, State and local laws.
- E. The Contractor is responsible for any and all actions and costs necessary to remedy waste spilled in loading or transit.
- F. All transport vehicles shall be clean before filling with waste material.

3.03 ASBESTOS MATERIALS

- A. Sealed and labeled disposal bags/drums shall be used to transport asbestos-contaminated waste to the landfill. Procedures for hauling and disposal shall comply with 40 CFR, Part 61, 49 CFR, Part 171 and 172, and other applicable State, regional, and local government regulations.
- B. Trucks hauling asbestos waste shall be totally enclosed to prevent loss or damage to waste containers in route to approved landfill. The interior of the vehicles shall be lined with two layers of minimum 6-mil plastic.
- C. Mark vehicles used to transport the waste material with a visible warning sign during the loading and unloading of RACM. Danger sign legend, text size, style and arrangement shall conform to the requirements of EPA Standard 40 CFR Part 61.149 (d)(1).

END OF SECTION

SECTION 02150
SHORING AND UNDERPINNING

PART 1 GENERAL

1.01 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Shoring materials and installation work shall conform to Federal, State and local laws, rules, regulations, requirements, precautions, orders and decrees.
2. Provide material for sheet piling, sheeting bracing and shoring and drive or set in place in accordance with Federal, State and local laws for excavations and construction; and as may be required to protect the workers and the public, or to maintain the trench widths specified in Section 02225: Earthwork, regardless of whether the same is or is not considered necessary by the Contractor.

1.02 PROJECT CONDITIONS

A. Responsibility for Condition of Excavation:

1. The failure or refusal of the City to suggest the use of bracing or sheeting, or a better quality, grade, or section, or larger sizes of steel or timber, or to suggest sheeting, bracing, struts, or shoring to be left in place, shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavation or of any of his obligations under the Contract, nor impose any liability on the City; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or by any act of the City, or their agents, or employees, resulting in the keeping of any excavation open longer than would otherwise have been necessary, relieve the Contractor from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury to persons or property, nor entitle him to any claims for extra compensation.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Wood Materials: Use wood sheeting, sheet piling, bracing and shoring which is in good serviceable condition and timbers of sound condition, free from large or loose knots and of proper dimensions.
- B. Steel Materials: Steel sheet piling and bracing of equal strength may be substituted for wood.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Using skilled labor, drive or set sheeting, sheet piling, braces or shores in place and arranged such that they may be withdrawn as the excavations are backfilled, without injury to piping and structures, and without injury to or settlement of adjacent structures and pavements.
- B. When tight plank or steel sheeting is required, drive such sheeting in advance of the excavation. Make joints of tongue and groove or interlocking type and as watertight as possible.
- C. Cut off sheeting or sheet piling left in place whenever and at such points as the City shall require and remove from the work the portion cut off. No additional compensation will be allowed for such cutting and removal.

END OF SECTION

SECTION 02225

EARTHWORK

PART 1 GENERAL

1.01 SUMMARY

- A. Related Sections
 - 1. Section 02150: Shoring and Underpinning
 - 2. Section 02050: Demolition

1.02 REFERENCES

- A. American Association of State Highway and Transportation Officials, AASHTO M 140, Emulsified Asphalt.
- B. American Society for Testing and Materials, ASTM C 602, Specification for Agricultural Liming Materials.

1.03 SITE CONDITIONS

- A. Classification of Excavated Materials: No consideration shall be given to the nature of materials encountered in excavating operations. Therefore, as unclassified excavation, no additional payment will be made for difficulties occurring in excavating and handling of materials.
- B. Removal of Obstructions:
 - 1. DO NOT OBSTRUCT FIRE HYDRANTS.
 - 2. Remove, realign or change the direction of above or below ground utilities and their appurtenant supports, if such is required in the opinion of the City. Perform such work as extra work unless such work is done by the Owner of the obstruction without cost to the Contractor. However, uncover and sustain the obstruction at Contractor's expense prior to the final disposition of obstruction. The Contractor is not entitled to claims for damage or extra compensation due to the presence of such obstruction or delay in the removal or rearrangement of same. Additional precautions concerning obstructions as follows:
 - a. Do not interfere with persons, firms, corporations or utilities employing protective measures, removing, changing or replacing their property or structures, but allow said persons, firms, corporations or utilities to take such measures as they may consider necessary or advisable under the circumstances; which shall not relieve the responsibilities of the Contract.
 - b. If contractor encounters any unanticipated sewer or water line they must stop work and notify the City immediately for required direction.
- C. Concrete Curbing: Replace all curbing damaged during construction in accordance with the City's requirements and with no additional compensation.
- D. Environmental Requirements:
 - 1. Do not perform earthwork when weather conditions or the condition of materials are such, in the opinion of the Inspector, that work cannot be performed satisfactorily.
 - 2. Do not use frozen materials as backfill or wet materials containing moisture in excess of the amount necessary for satisfactory compaction.
 - 3. Prior to use, moisten dry backfill material lacking sufficient moisture to obtain satisfactory placement or compaction.
 - 4. Plan work so as to provide adequate protection during storms with provisions available for preventing flood damage.
 - 5. Accommodation of Drainage: Keep gutters, sewers, drains and ditches open for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted, except where stream crossings are necessary and then only to an extent which the Inspector shall consider necessary. Do not direct water flows across or over pavements except through approved pipes or properly constructed troughs of proper sizes and lengths. Perform grading in the vicinity of excavations so that the ground surface is properly pitched to prevent water running into excavations.
 - 6. Dewatering: Keep excavations free from water during the performance of the work. Provide and operate pumps of sufficient capacity for dewatering the excavations. Provide for the disposal of the water removed from excavations in such manner as not to cause injury to the public health, to public or private property, to the work of others, to the portion of the work completed or in progress, nor to cause an impediment to the use of streets, roads and highways.
 - 7. When it is necessary to haul soft or wet soil material over roadways, use suitably tight vehicles to prevent spillage. Clear away spillage of materials on roadways caused by hauling.

- 8. Provide effective dust control by sprinkling water or other method approved by Inspector. Employ dust control when, where and in a manner required by Inspector.
- E. Protection: Assume the risks attending the presence or proximity of overhead or underground public utility and private lines, pipes, conduits and support work for same, existing structures and property of whatever nature. Damages and expenses, arising out of the Work, for direct or indirect injury to such structures or to any person or property by reason of them, or by reason of injury to them, whether such structures are or are not shown on the Drawings, rests solely with the Contractor.
 - 1. Take necessary precautions to protect trees, shrubs, lawns and such other landscaping from damage. Restitution work for damages rests solely with the Contractor.
 - 2. Pipe Supports: Adequately support underground pipes or conduits exposed as a result of excavations. Provide adequate support along the entire exposed length by timber or planking. Install supports in such manner that backfilling may be performed without dislodging such pipes or conduits. Place and carefully compact Clean Earth Backfill or Aggregate Backfill, around the supports, and leave such supports in place as a guard against breakage due to backfill settlement. No additional payment shall be due the Contractor for support material left in place or for the labor of installing and maintaining supports.
 - 3. Temporary Protective Construction:
 - a. Temporary Fence Barricade: Erect and maintain substantial temporary fences surrounding excavation to prevent unauthorized persons entering such areas.
 - b. Temporary Fence: Where necessary, to keep one side of streets or roadway free from obstruction or to keep material piled alongside of the trench from falling on private property outside the right-of-way, erect and maintain a safe and substantial fence.
 - c. Barricades: Furnish and erect substantial barricades, along excavations, to protect the public.
 - d. Excavation Covers: Cover open excavation when work therein is suspended or left unattended, such as at the end of a work day. For such covers, use materials of sufficient strength and weight to prevent their removal by unauthorized persons.
 - e. Remove temporary protective construction at the completion of work on the Project.
- F. Structure Supports: Where excavations are in the vicinity of buildings or structures, which by their construction or position might exert detrimental pressure on the excavation, the Inspector reserves the right to require that such buildings or structures be underpinned or supported and protected, or special sheeting be driven, or that short lengths of trench be opened at one time.
- G. Excavation Condition: The Contractor is solely responsible for the conditions and results of his excavation work. Remove slides and cave-ins at whatever time and under whatever circumstance they occur.
- H. Excess Materials: No right of property in materials is granted the Contractor of excavated materials prior to backfilling. This provision does not relieve the Contractor of his responsibility to remove and dispose of surplus excavated materials, or excavated materials not suitable for use in backfilling.
- I. Borrow and Import Fill Material: When the required quantity of backfill material exceeds the quantity of suitable on site material, provide borrow material at no increase in Contract Price. The Contractor is responsible for obtaining a borrow site. The borrow site material shall be tested by an approved testing lab hired by the Contractor for conformance with the specifications. Sample soils for Moisture-Density and Atterberg Limit tests. One sample shall be required for each soil type encountered.
- J. Existing conditions: Following performance of related construction and prior to finish grading do such debris removal and site leveling as necessary in preparation for finish grading. Dispose of such debris in a lawful manner off site.

1.04 Submittals

- A. Submit soil test analysis reports for all imported soils from an approved soil testing laboratory.
 - 1. Provide a particle size and analysis including the following gradations of mineral content according to the United States Department of Agricultural particle size classification system.

<u>U.S.D.A. Designation</u>	<u>Size in mm</u>	<u>U.S.D.A. Designation</u>	<u>Size in mm</u>
Gravels	plus 2.0	Fine Sand	0.05- 0.10
Very Course Sand	1.0-2.0	Silt	0.002-0.05
Coarse Sand	0.5-1.0	Clay	minus 0.002
Medium Sand	0.10-0.25		

1. All testing will be at the expense of the contractor

1.05 Permits:

- A. Contractor shall obtain a haul permit form the Unified Government if operations require on-street transportation of earth or rock.

PART 2 PRODUCTS

2.01 MATERIALS

- A. **Clean Soil Backfill:** Clean Soil backfill shall be soil such as is available on site and that is free of any of building materials including but not limited to masonry, concrete, brick, or rock or any building demolition debris including combustible and fibrous material, metals, reinforcing steel, wood plastic, plaster, ceramic, roofing materials, lumber, trash, household garbage, vegetation, top soil, and other debris or refuse. If clean soil is not available on site, the contractor shall find a suitable borrow pit.
- B. **Processed Building/Pavement Surface Cover:** Existing materials from the demolition of the building and adjacent pavement shall be crushed to a maximum dimension of 1" and utilized as the final surface cover over the limits of the disturbed area following final grading of the site. Acceptable building and pavement demolition materials include masonry, brick, rock, asphalt paving, and concrete paving. All processed/crushed material shall be free of combustible and fibrous material, including metal, reinforcing steel, wood, plastic, plaster, ceramic, roofing materials, lumber, trash, household garbage, vegetation, top soil, and other debris or refuse.

PART 3 EXECUTION

3.01 GENERAL

- A. General: Contractor shall complete all grading, excavation, and filling to the lines, grades, and cross sections shown on the drawings. Perform grading of Site to minimum slopes and sections as shown on the Demolition Plans.
- B. Utilities: Utilities shown on the drawings are approximate only. The contractor shall verify the location of all underground utilities before beginning work.
- C. Photographic record: Whenever excavation will be closer to an existing improvement to remain than a plane descending at 1.5 Horizontal to 1 Vertical from a point on the original ground line at the existing improvement, Contractor shall make a photographic record of existing improvement.
- D. Preparation of Surfaces:
 1. Perform specified tree removal to include removal of stumps. All trees within the limits of disturbance shall be removed.
 2. Perform authorized shrubbery and underbrush removal. All brush and shrubbery within the limits of disturbance shall be removed.
 3. Dispose of trees, shrubbery and underbrush removed in a lawful manner.
- E. Salvaged Topsoil: Within the areas indicated for grading, strip turf and topsoil to the depth of suitable topsoil material. Topsoil and organics shall not be used as backfill on the site and shall be hauled to an approved off-site disposal area.
- F. Unsuitable subgrade: No fill or structure shall be placed in water or on frozen, unstable, or otherwise unsuitable subgrade.
- G. Disposal: Excess material shall be disposed of on-site only as permitted by the drawings or directed by the City; such directions shall control the location, shape, method of placement, and types of material disposed. If on-site disposal is not permitted, Contractor shall make his own arrangements for off-site disposal.
- H. Perform shoring in accordance with Section 02150: Shoring and Underpinning.
- I. Perform soil erosion control work as identified on the Erosion Control Plans, this set.

3.02 EXCAVATING

- A. General Requirements: Perform excavation and backfilling using machinery except that hand excavation and backfilling may be required where necessary to protect existing structures, utilities or private or public properties; and except that backfilling by hand shall be done by hand to the extent specified herein. No additional compensation will be paid for hand excavation and backfilling, instead of machine excavation and backfilling, as may be necessary from whatever cause.

B. Excavated Material Storage:

1. In any locations where working space is limited, remove the excavated materials, store and return same for backfilling when required. In no case will the Contractor be allowed to cast excavated material beyond the property limits or on sidewalks or lawns to remain. Excavated materials may be temporarily stored on-site within the limits of the demolition fencing. Pavement shall be cleaned following placement of site fills.
2. Where excavated material is unsuitable for backfill, excavated material shall be removed.

3.03 BULK EARTHWORK:

- A. **Preparation of Original Surface:** After topsoil stripping, embankment subgrade shall be scarified a minimum of 6 inches and compacted to 95 percent of maximum density as determined by ASTM D698.
- B. **Unsuitable Foundation:** If material encountered at the embankment subgrade in fill sections cannot be compacted to the required limits, the Contractor shall contact the City/City Representative for further direction.
- C. **Placing and compacting Embankments:** If embankment is placed against an existing surface with a slope steeper than 4 Horizontal to 1 Vertical, the existing surface shall be benched with approximately 24-inch rises. Embankment shall be built up in approximately horizontal lifts over the full width of the embankment area.
- D. **Clean Soil Backfill:** Embankments consisting of clean soil backfill shall be placed in uniform horizontal lifts not exceeding 8 inches of loose material over the full width of the embankment. Where backfilling adjacent to existing walls to remain, backfill procedures should be performed in the direction of the long dimension and parallel to walls. Lifts shall be continuously bladed or dozed to ensure uniform distribution of fill. Each lift shall be compacted to the required density before the next lift is placed. Compaction shall be at least 95 percent of maximum density with a moisture content between -2 and plus 3 percent of optimum as determined by ASTM D698.
- E. **Processed Building/Pavement Surface Cover:** The final ground cover consisting of processed building/pavement materials shall be placed to a minimum thickness of 6" as shown on the project drawings. The material shall be installed as soon as grading is complete in that area. Material so placed shall be roller compacted with a minimum of two passes in each direction and shall be left with a uniform surface appearance. When all surface materials have been placed for the job, the site shall once again be rolled a minimum of two passes in each direction. Approval of compaction shall be based on a visual inspection by the City or their representative.
- F. **Compacting:** During the course of backfilling and compacting work, the Inspector reserves the right to make tests at various locations or depths of backfill to determine whether the Contractor's compaction operations are meeting specified requirements.
- G. **Hand Backfilling:** Perform backfilling using machinery, except that hand backfilling may be required where necessary to prevent displacing walls, foundations or buried utilities to remain. No additional compensation will be paid where backfilling by hand is required.
- H. **Cleanup:**
 1. Remove surplus excavated material and haul to an off-site legal waste disposal site.
 2. When the placement of all materials has been completed and all surplus materials have been removed, sweep adjacent paved surfaces that have been affected by the work using hand or power sweepers, and if required by the Inspector, flush with water to remove dust and small particles.
 3. In case the Contractor shall fail or neglect to do so, or to make satisfactory progress in doing so, within twenty-four hours after the receipt of a written notice from the Inspector, the City may remove such surplus material and clear the roadways, sidewalks and other places, and the expense for such work charged to the Contractor or deducted from any moneys due or to become due him under the Contract.

3.04 FINISH GRADING

- A. **Finished Elevations And Lines:** Grade areas of the site to within a tolerance of plus or minus one-tenth of a foot of the elevations of surrounding grade in accordance with the following:
 1. Leave finish grade surfaces free of objectionable material larger than one (1) inch in greatest dimension. Dispose of such objectionable material in a legal disposal area off site.
 2. Grade a uniform longitudinal fall in swales and other surface drainage areas to provide a drainage flow line that can easily be maintained and traversed with normal lawn maintenance equipment.

END OF SECTION

EARTHWORK: 02225

SWPPP

Storm Water Pollution Prevention Plan
For

Indian Springs Demolition (Mall) - Phase 2
Southwest Corner of Interstate I-635 and State Avenue
Kansas City, Kansas
66102



Prepared By:
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I. EXECUTIVE SUMMARY

The general contractor, and all subcontractors involved with a construction activity that disturbs site soil or who implement a pollutant control measure identified in the Storm Water Pollution Prevention Plan (SWPPP) must comply with the following requirements of the National Pollution Discharge Elimination Systems (NPDES) General Permit and any local governing agency having jurisdiction concerning erosion and sedimentation control:

- A. The Notice of Intent (NOI) is the application for the permit and has been completed by the Civil Engineer preparing these documents. The governing review agency is:

Kansas Dept. of Health and Environment
Industrial Programs Section
Bureau of Water
1000 SW Jackson, Suite 420
Topeka, KS 66612-1367
(785) 296-6804
Contact Person: Joe Mester

- B. A copy of the Notice of Intent (NOI) and a description of the project must be posted in a prominent place for public viewing at the construction site.
- C. A complete copy of the SWPPP, including copies of all inspection reports, plan revisions, etc., must be retained at the project site at all times during working hours and kept in the permanent project records for at least three years following submission of the Notice of Termination (NOT).
- D. The general contractor must provide names and addresses of all subcontractors working on this project who will be involved with the major construction activities that disturb site soil. That information must be kept with this SWPPP.
- E. The general contractor and all subcontractors involved with the major construction activities that disturb site soil must sign a copy of the appropriate certification statement included in the Appendix.
- F. As described in this document, regular inspections must be made to determine effectiveness of the SWPPP. It should be modified as needed to prevent pollutants from discharging from the site. The inspector must be a person familiar with the site, the nature of the major construction activities, and qualified to evaluate both overall system performance and individual component performance. Additionally, the inspector must either be someone empowered to implement modifications to this SWPPP and the pollutant control devices, if needed, in order to increase effectiveness to an acceptable level, or someone with the authority to cause such things to happen.
- G. This SWPPP must be updated each time there are significant modifications to the pollutant prevention system or a change of contractors working on the project who disturbs site soil. The general contractor must notify the governing review agency as soon as these modifications are implemented.

- H. Discharge of oil or other hazardous substances into the storm water is subject to reporting and cleanup requirements. Refer to the NPDES General Permit for additional information. Discharges should not cause violations of the general criteria as established by KDHE.
- I. Once the site reaches final stabilization, the general contractor must complete and submit a Notice of Termination (NOT). A blank form is included in the Appendix.
- J. This SWPPP intends to control water-borne and liquid pollutant discharges by some combination of interception, filtration, and containment. The general contractor and subcontractors implementing this SWPPP must remain alert to the need to periodically refine and update the SWPPP in order to accomplish the intended goals.
- K. This SWPPP must be amended as necessary during the course of construction in order to keep it current with the pollutant control measures utilized at the site. Amending the SWPPP does not mean that it has to be reprinted. It is acceptable to add addenda, sketches, new sections, and/or revised drawings.
- L. A record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated must be maintained until the NOT is filed. A log for keeping such records is included in the Appendix. A different form for the log may be substituted if it is found to be more useful.

Substances that have the potential for polluting surface and/or groundwater must be controlled by whatever means necessary in order to ensure that they do not discharge from the site. As an example, special care must be exercised during equipment fueling and servicing operations. If a spill occurs, it must be contained and disposed so that it will not flow from the site or enter groundwater, even if this requires removal, treatment, and disposal of soil. In this regard, potentially polluting substances should be handled in a manner consistent with the impact they represent.

Indian Springs Demolition (Mall) – Phase 2 **Stormwater Pollution Prevention Plan**

PROJECT LOCATION

The Project is located in Section 7 of Township 11 South, Range 25 East in Wyandotte County, Kansas City, Kansas. The Project is bounded by State Avenue on the North, Interstate I-634 on the East, 47th Street on the West and Orville Avenue on the South.

PROJECT OWNER

Unified Government of Wyandotte County, Kansas City, Kansas
Neighborhood Resource Center
4953 State Avenue
Kansas City, Kansas 66102
Contact Person: Greg Talkin

PROJECT DESCRIPTION

This project is primarily a demolition project to demolish the former Indian Springs Mall, a blighted and unoccupied shopping mall. Grading is being accomplished to implement Erosion Control Features.

SITE AREA

The site is approximately 54 acres of which it is estimated that 16.3 acres will be disturbed by the demolition associated with this project. Work is proposed to commence in the Winter of 2015/2016 and be complete by the Summer of 2016.

RUNOFF COEFFICIENT

It is anticipated that the final runoff coefficient for the project would be similar to the existing state.

RECEIVING WATER

The project lies within the Kansas River drainage area. The first receiving water will be an unnamed tributary to the Kansas River that drains into the Kansas River approximately 1 mile south.

MAJOR ACTIVITIES FOR POLLUTION CONTROL PRACTICES

- Establish a Construction Vehicle and Fuel Storage area to contain any accidental spillage if necessary.
- In general utilize proper sequencing and installation of downstream erosion control devices prior to uphill disturbance to minimize sediment releases from the site. Use temporary and permanent stabilization measures as required by SWPPP

General Construction Sequence

- Install erosion control features protecting existing curb and area inlets prior to any pavement or building demolition
- Utility removal as required for building demolition
- Above ground building demolition
- Maintain existing paving as long as practical directing storm water inward of existing building footprint
- Footings and foundation demolition
- Modification of existing Storm Drainage system to establish sediment trap outfall piping
- Excavation and site grading for sediment traps
- Earth excavation and grading with erosion controls in place.
- Final grading
- Installation of millings to cover entire soil surface
- When all construction activity is complete and the site is stabilized, remove grate and inlet protections measures, and other erosion controls. Maintain sediment traps
- File Notice of Termination when all work is complete and site is stabilized.

CONTROLS

- Around the perimeter of the disturbed area, the existing pavement will be maintained for as long as possible to limit the time period for exposed earth
- Temporary Stabilization will include temporary seeding on areas where construction activity temporarily ceases and will not be brought to final grade for a period of more than 21 days. The seed bed will be conditioned with 2,000 pounds per acre of agricultural limestone and 1,000 pounds per acre of 10-10-10 fertilizer. The surface will be roughened and left irregular with large clods. Temporary seeding will be with annual rye grass at a rate of 120 pounds per acre or with wheat or oats at a rate of 100 pounds per acre. After seeding, areas will be mulched with straw at a rate of 4,000 pounds per acre. The straw will be crimped into place thus anchoring it to the soil.
- Permanent Stabilization will include placement of pulverized/processed building debris and milled pavement surfaces over all exposed earth areas. Permanent Stabilization shall be placed as soon as grading in a particular area is finalized.
- Dust control will be performed as work proceeds and whenever a dust nuisance or hazard occurs. Appropriate temporary methods of stabilization consist of sprinkling, chemical treatment, light bituminous treatment or similar methods.
- Offsite vehicle tracking of sediment will be controlled by wheel washing when necessary to prevent sediment or building debris. Should it become necessary, the adjoining streets shall be cleaned by sweeping. Trucks hauling material from the construction site will be covered to prevent loss of material onto roadways.
- Waste Management and Disposal is described in the Appendix. All waste material will be collected and stored in proper containers for removal from the site by a licensed solid waste management company. Disposal will be in accordance with the provisions of the Kansas solid waste management statutes and regulations (K.S.A. 65-3401 and K.A.R. 28-29-1 et. seq.) Hazardous waste materials will be disposed of in the manner specified by local or State regulation and by the manufacturer. All sanitary waste will be confined to portable sanitary facilities brought to the site and emptied by a licensed sanitary waste management contractor, as required by local regulation.

EROSION AND SEDIMENT CONTROL INSPECTION AND MAINTENANCE PRACTICES

- All control measures will be inspected at least once each week and within 24 hours following any storm event of 0.5 inches or greater.
- All measures will be maintained in good working order. If a repair is necessary, it will be initiated within 24 hours of report with any deficiency corrected within 7 days.
- Sediment traps will be inspected for depth of sediment and built-up sediment will be removed when it reaches one-half of its depth or at the end of the job.
- Diversion dikes will be inspected and any breaches promptly repaired.
- Temporary seeding will be inspected for bare spots, washouts and healthy growth.
- Reporting of the maintenance inspection shall be recorded in the job's log and on an inspection form attached to this SWPPP after each inspection.
- Inspection of the receiving stream shall be completed after each storm event to verify that the controls are working and to determine if different or additional controls are needed to address any unforeseen problems.

TIMING OF CONTROLS/MEASURES

As indicated in the sequence of major activities, controls will be in place prior to clearing, demolition, or grading. Once construction activity permanently ceases in an area, permanent stabilization will be installed. The construction site will be considered stabilized when all construction activity ceases and all exposed earth areas have been covered with a rock type material.

APPENDIX

Waste Management and Pollution Prevention Plan

Spill Prevention and Response Plan

Above-Ground Storage Tank Guidelines For Construction

Stormwater Inspection Report

Notice of Intent (NOI)

Notice of Termination (NOT)

Contractors Certification Form

Construction Activity Log Form

Vicinity Map

General Permit

Clearance Letters from State Agencies

Waste Management and Pollution Prevention Plan

A construction site waste management plan is an important part of preventing contamination of storm water runoff. Water pollutants that may be generated on the construction site include gasoline, oils, grease, paints, concrete, sand, solvents, paper, plastic, styrofoam, aluminum cans, glass bottles, and other forms of liquid and solid wastes.

The following procedures shall be followed by all construction subcontractors. It is the responsibility of the construction general subcontractor to ensure that all lower tier subcontractors follow the procedures in this plan as well.

General Housekeeping

- The subcontractor shall designate a specific area for equipment maintenance and repair.
- All equipment maintenance shall be performed over plastic sheeting to prevent soil contamination. All waste fluids shall be collected.
- The subcontractor shall provide appropriate receptacles for spent oils, gasoline, grease, and solvents in this area. These items will be removed from the site for future use by the subcontractor.
- Subcontractor shall recycle all used oil.
- Other construction debris (e.g. metals, wood, corrugated cardboard) shall be recycled whenever possible.
- 55-gallon drums of oils and hazardous materials shall be stored in secondary containment.
- All drums shall be placed on skids or pallets to prevent rusting and to allow easy inspection for leaks.
- A storage area shall be established by the subcontractor for storage of hazardous materials for example paints, solvents, adhesives, pesticides, fertilizers, and chemicals. Secondary containment will be used whenever possible, and is required for containers larger than 10 gallons. This hazardous material storage area will be protected from rain and snow and will be located away from high traffic areas and away from the natural drainage.
- Equipment washdown and concrete washout areas shall be located only in areas which are contained and do not drain to any natural drainages.
- All containers, both full and empty, shall be securely closed (i.e. water tight) and stored in an upright fashion.
- All containers, with both hazardous and non-hazardous contents, shall be labeled to indicate container contents.
- All containers shall be labeled with the owner's (i.e. construction company) name.
- Liquid materials and hazardous materials shall not be placed in dumpsters. This includes paints, oils, sealants, adhesives, etc.
- If materials are blown from waste receptacles, such materials shall be picked up daily by the subcontractor.
- Waste receptacles shall not be filled above level full.
- Sanitary facilities shall be adequately maintained.

Waste Disposal

- All waste materials produced by the construction project will be disposed of in accordance with the provisions of the Kansas solid waste management statutes and regulations (K.S.A. 65-3401 and K.A.R. 28-29-1 et. seq.) and applicable local rules.
- All non-regulated waste shall be disposed of or recycled by the contractor. This includes materials such as concrete, paper, plastic, styrofoam, aluminum cans, glass, scrap building materials, etc.
- Hazardous materials that can be reused shall be removed from the site for future use by the subcontractor.
- The Project Manager shall be contacted prior to any activity that will generate hazardous waste. The Project Manager will coordinate with the project engineers.
- Subcontractor shall not store more than 55 gallons of each waste type on site.
- All waste containers shall be stored in an area protected from the weather and must be placed on skids or pallets to prevent rusting.
- Adequately sized and located waste receptacles for non-hazardous materials shall be provided by the subcontractor. The subcontractor shall prevent waste from being blown out of receptacles by wind. Accumulated waste in these receptacles shall be collected and disposed of regularly by the subcontractor.

Spill Prevention and Response Plan

This plan is intended to help protect the health and safety of those working onsite as well as the environment. It outlines procedures to help prevent fuel and chemical spills as well as response procedures if a spill does occur.

Spill Prevention

To help reduce the risk of chemical spills and ensure safe chemical handling, the following storage and handling procedures will be practiced by all subcontractors:

- Store chemicals in secondary containers (recommended for containers less than 10 gal; required for containers greater than 10 gal).
- Do not store incompatible materials in the same secondary containment basin.
- Avoid transferring chemicals from one container to another. If a transfer is necessary, perform the transfer in secondary containment.
- Ensure that all chemical containers are properly labeled, indicating the contents and hazards involved.
- Store chemicals in an area protected from weather.
- Inspect all containers for damage or leaks at least weekly and before attempting to move them.
- Each employee should look for damaged or leaking containers each time they use a chemical from the storage area or add to the chemical stock.
- When working with hazardous materials, protect the ground or flooring with a suitable covering (one which is resistant to penetration by the material being used and that will contain small drips and spills).

To prevent fuel spills, the practices listed below should be followed:

- Pay attention when refueling vehicles/equipment so that they are not overfilled.
- If a leak is detected in a vehicle or piece of equipment, repair the leak as soon as possible; place plastic sheeting, or other receptacle of sufficient size to contain all leaking fluid, under the leak until the repair is made. If repairs cannot be made within 24 hours or if the leaking fluid cannot be contained, then the leaking equipment must be removed from the site immediately.

Spill Response

If a hazardous material spill should occur, it must be cleaned up immediately as follows:

- If a spill of gasoline or discharge of pollutants occur, the Wyandotte County emergency staff should be contacted **first** by dialing 911. The Kansas Department of Health and Environment shall then be notified immediately at (785) 296-1679 (24 hours a day). KDHE Northeast District Office will respond to spills by calling (785) 842-4600. These incidences should also be reported to

the National Spill Response Center (1-800-424-8802). The above numbers will be posted in a central location on site.

- Place all contaminated soil on an adequately-sized sheet of plastic.
- If a hazardous material spill occurs on pavement, it shall be absorbed with sand or other inert material, then placed on plastic sheeting. This includes spills of vehicle fluids. Pavement will not be washed where a hazardous material spill has occurred (including vehicle fluids) until all spilled material has been cleaned up.
- Cover contaminated soil or inert absorbent material with plastic to prevent runoff contamination and to prevent the material from becoming airborne in wind.
- Provide the Project Manager with a Material Safety Data Sheet for the type of spilled material to determine whether or not the material is hazardous.
- The project engineer will make a determination as to the proper method of disposal required and will coordinate with the Project Manager. The subcontractor shall arrange for disposal according to the guidelines and requirements provided by the Project Manager.

ABOVE-GROUND STORAGE TANK GUIDELINES FOR CONSTRUCTION

- a) All tanks must be designed and operated in accordance with NFPA 30 and the State of Kansas Aboveground Storage Tank Regulations.
- b) Tanks and piping must be designed and built and maintained (i.e. in good condition) in accordance with recognized good engineering standards for the material of construction, and must be of steel or other noncombustible material. It is recommended that all temporary AST's be FM or UL approved. If a non-FM or UL approved tank is used, all provisions of the Aboveground Storage Tank Management Plan must be met.
- c) Tanks must be operated at atmospheric pressures. Liquid shall not be dispensed by gravity flow or pressurization of the tank.
- d) All tanks and piping subject to corrosion must be properly protected (e.g. paint or cathodic protection) to ensure leaks do not occur. This includes tanks and piping placed upon the ground, a pad, or any steel, masonry, or concrete foundation or pipe/tank stand, as this is the location at which accelerated corrosion is most likely to occur. Bare steel tanks will not be allowed.
- e) Tanks must rest on foundations or supports made of concrete, masonry, or steel. The foundations must be designed to minimize the possibility of uneven settling of the tank, and to minimize corrosion to any part of the tank resting on the foundation.
- f) To protect from spills and overfills associated with product transfer to and from the AST system, the following protection methods must be used: fixed or movable equipment (reservoirs, pans, catchment basins, etc.) around the fill pipe or entire tank that will contain the release of product when the transfer hose is detached from the fill pipe or the tank is overfilled. Spills or overfills to the reservoir or catchment basin must be removed and cleaned-up immediately. Additionally, the transfer operator must be physically present to monitor the entire transfer process.
- g) To prevent overfilling associated with product transfer to the AST system, available tank capacity must first be determined, and automatic or manual overflow prevention methods must be used (e.g. equipment that will automatically shut off flow into the tank when the tank is no more than 95 percent full, or a visual gauge of adequate accuracy and response time located near the AST system that is monitored by the transfer operator for the duration of the transfer process).
- h) Tanks must be located in such a way as to minimize the danger of fire from the following ignition sources: open flames, smoking, hot surfaces, radiant heat, cutting and welding, frictional heat or sparks, lightning, static electricity, electrical sparks, and stray currents. Provisions must also be made for the control of static electricity at installations where flammable or combustible liquids are transferred or dispensed.

- i) Tanks must be located in such a way as to minimize the hazards associated with venting, releases, and fire to: buildings and their occupants, other tanks, roadways, pedestrian walkways, adjoining property, congested areas, waterways, streams, and ditches.
- j) Tanks must be anchored, as necessary, to prevent blow-over in high winds or floating away in lowland flood areas.
- k) Secondary containment is required for all AST's on property. Should there be a catastrophic or undetected AST leak, secondary containment provides health and environmental protection. All secondary containment systems must be impervious to the tank contents for at least 72 hours (nonporous), compatible with the tank contents, resistant to normal environmental conditions (heat, cold, hail, ultraviolet (uv) radiation, etc.), of sufficient strength and durability to resist tearing, cracking, crumbling, eroding, collapsing, etc. for the operational lifetime of the tank, easily maintainable, of sufficient size to contain 110% of the volume of the tank (tank contents plus fire-fighting or rain water), of sufficient size to contain all critical piping, fittings, and valves (fill pipe, overflow pipe, spill protection equipment, etc.), and fitted with a normally closed valve or plug by which collected rainwater and tank product can be removed. The following permanent or temporary containment systems are allowed: steel catchment basins or spill skids, or earthen, masonry, or concrete berms when used in conjunction with an appropriate liner or coating ('visqueen' or other non-reinforced plastic sheeting with a thickness of 40 mils (0.75mm) or less is not appropriate).
- l) At least one portable fire extinguisher with a minimum 20B:C rating must be within 25 feet of any tank containing a flammable or combustible liquid.
- m) Emergency information (location of nearest telephone, dialing instructions, who to contact, equipment owner/area landlord etc.) must be placed between 10 and 50 feet from the tank.
- n) All tanks must have a sign stating the tank contents and shall be marked in accordance with NFPA 704, Identification of Fire Hazards of Materials.
- o) All tanks must have a locking mechanism to prevent vandalism and unauthorized additions or withdrawals.
- p) All releases shall be reported in accordance with the Spill Prevention and Control Plan. Any AST found to be leaking must immediately be repaired, replaced, or permanently closed.

Stormwater Construction Site Inspection Report Page 1 of 4

General Information			
Project Name			
NPDES Tracking No.		Location	
Date of Inspection		Start/End Time	
Inspector's Name(s)			
Inspector's Title(s)			
Inspector's Contact Information			
Inspector's Qualifications			
Describe present phase of construction			
Type of Inspection: <input type="checkbox"/> Regular <input type="checkbox"/> Pre-storm event <input type="checkbox"/> During storm event <input type="checkbox"/> Post-storm event			
Weather Information			
Has there been a storm event since the last inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide: Storm Start Date & Time: Storm Duration (hrs): Approximate Amount of Precipitation (in):			
Weather at time of this inspection? <input type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Fog <input type="checkbox"/> Snowing <input type="checkbox"/> High Winds <input type="checkbox"/> Other: Temperature: <input type="checkbox"/>			
Have any discharges occurred since the last inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe:			
Are there any discharges at the time of inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe:			

Site-specific BMPs

Number the structural and non-structural BMPs identified in your SWPPP on your site map and list them below (add as many BMPs as necessary). Carry a copy of the numbered site map with you during your inspections. This list will ensure that you are inspecting all required BMPs at your site.

Describe corrective actions initiated, date completed, and note the person that completed the work in the Corrective Action Log.

BMP	BMP In-stalled?	BMP Maintenance Required?	Corrective Action Needed and Notes
1	Stabilized Construction Exits	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Silt Fence	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Combined Staging and Materials Storage Area	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Stormwater Construction Site Inspection Report Page 2 of 4

BMP		BMP Installed?	BMP Maintenance Re-quired?	Corrective Action Needed and Notes
4	Dumpsters and Sanitary Facilities	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Vegetated Swale	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6	Sediment Trap	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	Topsoil Stockpile	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8	Storm Drain Inlets	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9	Concrete Washout Area	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Overall Site Issues

Below are some general site issues that should be assessed during inspections. Customize this list as needed for conditions at your site.

BMP/activity	Implemented?	Maintenance Re-quired?	Corrective Action Needed and Notes	
1	Are all slopes and disturbed areas not actively being worked properly stabilized?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	Are natural resource areas (e.g., streams, wetlands, mature trees, etc.) protected with barriers or similar BMPs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Stormwater Construction Site Inspection Report Page 3 of 4

BMP/activity		Implemented?	Maintenance Re-quired?	Corrective Action Needed and Notes
4	Are discharge points and receiving waters free of any sediment deposits?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Are storm drain inlets properly protected?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6	Is the construction exit preventing sediment from being tracked into the street?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	Is trash/litter from work areas collected and placed in covered dumpsters?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8	Are washout facilities (e.g., paint, stucco, concrete) available, clearly marked, and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9	Are vehicle and equipment fueling, cleaning, and maintenance areas free of spills, leaks, or any other deleterious material?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10	Are materials that are potential stormwater contaminants stored inside or under cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11	Are non-stormwater discharges (e.g., wash water, dewatering) properly controlled?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12	(Other)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Stormwater Construction Site Inspection Report Page 4 of 4

Non-Compliance

Describe any incidents of non-compliance not described above:

CERTIFICATION STATEMENT

Check box if:

- No incidents of non-compliance were found, and I certify that this inspection found this site to be fully in compliance with the both the Stormwater Pollution Prevention Plan (SWPPP) and EPA's Construction General Permit (CGP).

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Print name and title:

Signature: _____

Date: _____

NOI



NOTICE OF INTENT (NOI)

For Authorization to Discharge Stormwater Runoff from Construction Activities
 In accordance with the Kansas Water Pollution Control General Permit
 Under the National Pollutant Discharge Elimination System (NPDES)

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form requests authorization for coverage under the Kansas Water Pollution Control general permit, or KDHE issued successor permits, issued for stormwater runoff from construction activities in the State of Kansas. Becoming a permittee obligates the discharger to comply with the terms and conditions of the general permit. **Completion of this NOI does not provide automatic coverage under the general permit. Coverage is provided and discharge permitted when the Kansas Department of Health and Environment (KDHE) authorizes the discharge of stormwater runoff from the construction activities identified on the NOI and supporting documentation. A signed and dated copy of the first page of the NOI indicating the Authorization will be provided to the owner or operator, or all three pages for Conditional Authorizations.** Upon authorization of the construction activity discharge, a Kansas permit number and a Federal permit number will be assigned to the construction project. **A complete request for Authorization for coverage under the general permit must be submitted or the request will not be processed (see listing on Page 3 of this NOI).** KDHE will notify owners or operators whose Notice of Intent (NOI) and supporting documentation for Authorization of stormwater runoff associated with construction activities are incomplete, deficient, or denied.

Please Print or Type.

I. OWNER OR OPERATOR ADDRESS, BILLING, CONTACT & RECORDS LOCATION INFORMATION

<p>A. Owner or Operator's Name: <u>U.G. of Wyandotte County, Kansas City, KS</u> Company Name: <u>Unified Government of Wyandotte County, Kansas City, KS</u> Owner or Operator's Phone: <u>(913) 573-8647</u> Mailing Address: <u>4953 State Avenue</u> City: <u>Kansas City</u> State: <u>KS</u> Zip: <u>66102</u></p>	<p>C. Contact Name: <u>ERIN DOWNING</u> Company Name: <u>U.G. of Wyandotte County, Kansas City, KS</u> Contact Phone: <u>(913) 573-8647</u> Mailing Address: <u>4953 State Avenue</u> City: <u>Kansas City</u> State: <u>KS</u> Zip: <u>66102</u> E-mail Address (optional): _____</p>
<p>B. Billing Contact Name: <u>GREG TALKIN</u> Billing Contact Address (if different): <u>SAME</u> City: <u>Kansas City</u> State: <u>KS</u> Zip: <u>66102</u></p>	<p>D. Address where records will be kept (if not on-site): Records Address: <u>ON-SITE</u> City: <u>Kansas City</u> State: <u>KS</u> Zip: <u>66102</u></p>

II. SITE INFORMATION

<p>A. Project Name: <u>INDIAN SPRINGS DEMOLITION (MALL) - PHASE 2</u> Site Address: <u>4601 State Avenue</u> City: <u>Kansas City</u> State: <u>KS</u> Zip: <u>66102</u> (Nearest City to Project) County: <u>Wyandotte</u></p>	<p>B. LEGAL SITE DESCRIPTION: _____ QTR of _____ QTR of <u>NW</u> QTR Section: <u>7</u> Township: <u>11S</u> South; Range: <u>25</u> <input checked="" type="checkbox"/> E <input type="checkbox"/> W Latitude: <u>39 deg 06' 48" N</u>, Longitude: <u>- 94 deg 41' 03" W</u> Deg. Min. Sec. Deg. Min. Sec.</p>
---	--

For Official Use Only:

Received	Amount Paid:	Authorized: <input type="checkbox"/> Y; <input type="checkbox"/> N
	Date:	Is Authorization Conditional? <input type="checkbox"/> Y; <input type="checkbox"/> N (if yes, see page 3 of NOI for conditions)
	Initials:	Reviewer _____
	Check No.:	Date _____
Secretary, Kansas Department of Health and Environment		
KS Permit No.: _____		Federal Permit No.: _____

Send completed 3 page NOI form with original signature and all appropriate submittals (see page 3 of NOI) to:

Note: A copy of the permit can be obtained at: www.kdheks.gov/stormwater or by submitting a written request to KDHE.

Kansas Department of Health and Environment
 Bureau of Water, Industrial Programs Section
 1000 SW Jackson, Suite 420
 Topeka, KS 66612-1367

KDHE Contact Information:
 Phone: (785) 296-5545
 E-mail: stormwater@kdheks.gov

C. EXISTING CONDITIONS/USES

- 1) Is any part of the project located on Indian Country land? Y; N
If yes: Contact EPA regarding discharging stormwater runoff from industrial activities on Indian Country land.
- 2) If stormwater runoff drains to or through a Municipal Separate Storm Sewer System (MS4): MS4 Name: U.G. of Wyandotte County, KS
- 3) Name of the first receiving water, stream, or lake: Un-named Tributary, River Basin: Kansas River
- 4) Are contaminated soils present on the site or is there groundwater contamination located within the site boundary? Y; N
If yes: On separate paper please explain in detail the locations, contaminants and concentrations.
- 5) Are there any contaminated soils that will be disturbed or any contaminated groundwater that will be pumped by the proposed construction activity? Y; N
If yes: On separate paper provide a description of the special erosion and sediment control measures to be utilized.
- 6) Are there any surface water intakes for public drinking water supplies located within ½ mile of the site discharge points? Y; N
- 7) Are there any known historical or archeological sites present within the site boundary or any historic structures located within 1000 feet of the project site? Y; N
Note: Include documentation of project-specific coordination with the Kansas Historical Society in making this determination.
- 8) Is any threatened or endangered species habitat located within the site boundary or in the receiving water body? Y; N
Note: Include documentation of project-specific coordination with the Kansas Department of Wildlife, Parks & Tourism in making this determination.
- 9) Will the project impact the line or grade of a stream or does it include dredge or fill of a potential jurisdictional water body or wetlands? Y; N
If yes: Include documentation of project-specific coordination with the US Army Corps of Engineers and/or the Kansas Department of Agriculture, Division of Water Resources in making this determination.
- 10) Are any Critical Water Quality Management Areas, Special Aquatic Life Use Waters, or Outstanding National Resource Waters located within ½ mile of the facility boundary? Y; N
If yes, list the names of all such areas and waters: _____

D. PROJECT DESCRIPTION

- 1) Project Description: DEMOLITION OF THE INDIAN SPRINGS MALL, A BLIGHTED AND UNOCCUPIED MALL
-
- 2) Does this NOI include all proposed soil disturbing activities associated with the entire common plan of development? Y; N
If no, explain what development areas of the site are not included in this NOI and provide contact information, if available, for the party or parties that own or have operational control of these areas:

-
- 3) Anticipated project Start Date: JAN 2016, and Completion Date: SEPT 2016
- 4) Estimated total area to be disturbed: 16.3 Acres Total area of the site: 54 Acres
- 5) Do you plan to disturb ten or more acres that are within a common drainage area? Y; N
If yes, will a sedimentation basin be installed in that drainage area? (Attach design calculations for each sedimentation basin.) Y; N
 If a sediment basin is not feasible, on a separate sheet explain what similarly effective erosion and sediment control measures will be implemented in lieu of a sedimentation basin.

E. Maps

Include an area map showing the outline of the construction site and the general topographic features of the area at least one mile beyond the project site boundary.

F. EROSION CONTROL PLAN AND BEST MANAGEMENT PRACTICES

- 1) Provide a site plan showing the existing contour, proposed contour, the erosion control measures and the locations of stormwater management or pollution control features including BMPs. Incorporate details and notes as necessary to describe the erosion control plans and BMPs.
- 2) Provide a description of the best management practices which will be utilized to control erosion, sedimentation and other pollutants in stormwater runoff during construction.

- 3) Provide a summary of the sequence of major soil disturbing activities and the corresponding erosion control measures or BMPs.
- 4) Provide the name and License or Certification Number of the engineer, geologist, architect, landscape architect, or Certified Professional in Erosion and Sediment Control (CPESC) under which the construction stormwater pollution prevention plan has been developed.

<u>DAVID STUART LOTZ, P.E.</u>	<u>11890</u>	<u>CIVIL ENGINEER, P.E.</u>
Name	License or Certification Number	Profession or Field (Engineer, Architect, etc.)

III. ANNUAL FEE

Enclose a check for the first year of the annual permit fee specified in K.A.R. 28-16-56 et seq. as amended. Make the check payable to "KDHE". Per K.A.R. 28-16-56, as amended, the current annual permit fee for this general permit is \$60. An invoice for the annual permit fee will be sent to the contact person requesting a permit until such time as the permittee submits a Notice of Termination (NOT).

Failure to pay the annual fee will result in termination of the construction stormwater discharge Authorization.

IV. OWNER OR OPERATOR CERTIFICATIONS

I, the undersigned, certify that a Stormwater Pollution Prevention Plan (SWP2 Plan) will be or has been developed for the construction site described in this NOI and supporting documentation. I further certify that the plan will be implemented at the time construction begins, and, as required by the NPDES general permit for Stormwater Runoff from Construction Activity, will revise the SWP2 plan if necessary.

I understand that continued coverage under the NPDES general permit for Stormwater Runoff from Construction Activities is contingent upon maintaining eligibility as provided for in the requirements and conditions of the general permit, and paying the annual fee.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Talkin, Greg

Digitally signed by Talkin, Greg
DN: dc=org, dc=unifiedgov, dc=UG, ou=UG
Departments, ou=NRC, ou=NRC Users, cn=Talkin, Greg,
email=gtalkin@wyockokcck.org
Date: 2015.11.06 08:51:08 -06'00'

November 6, 2015

Signature (owner or operator)

Date

Director-Neighborhood Resource Center

Name and Official Title (Please print or type. **Form with original signature must be sent to KDHE.**)

Conditions of Authorization - For Official Use Only:

When indicated, Conditions of Authorization are as follows:

A complete request for Authorization for coverage under the general permit must be submitted or the request will not be processed. A complete request for Authorization includes:

- An NOI form (construction stormwater) with an original authorized signature;
- The annual permit fee for the first year; (\$60.)
- An area map showing the outline of the construction site and the general topographic features of the area at least one mile beyond the project site boundary;
- A detailed site plan showing the existing contours, proposed contours, erosion and sediment control features, locations where stormwater runoff leaves the construction site;
- A narrative summary of the additional erosion and sediment control and other best management practices that will be utilized to prevent or reduce contamination of stormwater runoff from the construction activities;
- Total drainage area, storage capacity and design calculations for each sedimentation basin; and
- Copies of letters or e-mails documenting coordination with appropriate local, state or federal agencies.

NOT



NOTICE OF TERMINATION

To Relinquish the Authorization to Discharge Stormwater Runoff from Construction Activities at the Construction Site Described Herein

Submission of this Notice of Termination (NOT) constitutes notice that the party identified below relinquishes authorization for coverage under the Kansas Stormwater Runoff from Construction Activities general permit, or KDHE authorized successor permits, issued for discharge of stormwater runoff for the construction activity at the site named herein. Completion of this NOT does not automatically relieve the former permittee of any civil, criminal and/or administrative penalties.

To be considered acceptable, the NOT must be signed by the current permittee or a duly authorized representative of the current permittee, and must include the permit number assigned to the construction activity. KDHE will notify any permittee whose NOT is incomplete, deficient or denied. Please Print or Type.

Name of Project: INDIAN SPRINGS DEMOLITION (MALL) - PHASE 2

City: KANSAS CITY County: WYANDOTTE State: KS

Kansas Permit No. Federal Permit No.

Company Name: Phone:

This Notice of Termination is being submitted because: (check one)

- The construction project or larger common plan of development is finished and final site stabilization has been completed (pavement, buildings, structures, or perennial vegetation having a density of at least 70% of undisturbed areas at the site cover all areas which have been disturbed - See Part 9 of the NPDES general permit S-MCST-0312-1).
This project is a house development subdivision project that has had a construction stormwater discharge Authorization for at least 3 years, the vacant lots are all stabilized, and the rate of home construction within the development disturbs less than one (1.0) acre (approximately 5 lots) per year or less than one (1.0) acre of land (approximately 5 lots) remain available for development (see Part 9 of the NPDES general permit S-MCST-0312-1).
The project was cancelled prior to initiating construction activities. The project construction will not be actively pursued under the current authorization for coverage. It is understood that should the project be revived in the future, a new complete application packet with first year annual permit fee will need to be submitted.

I certify under penalty of law that all soil disturbances associated with the construction activity at the construction site named herein meet one of the two criteria indicated above and have therefore attained final stabilization in accordance with Part 9 of the NPDES general permit S-MCST-0312-1. I understand that by submitting this Notice of Termination, I am no longer authorized under the NPDES general permit S-MCST-0312-1 to discharge stormwater associated with construction activity at this construction site. I understand that discharging pollutants in stormwater associated with construction activity to waters of the State is unlawful under K.S.A. 65-164 and 65-165 and the Clean Water Act without authorization by a valid Kansas Water Pollution Control Permit. I understand that by submitting this Notice of Termination, I am not released from liability for any violations of the NPDES general permit S-MCST-0312-1, K.S.A. 65-164 and 65-165, the Kansas Surface Water Quality Standards (K.A.R. 28-16-28 et seq.), or the Clean Water Act. I also hereby certify that I am authorized to sign this Notice of Termination as a representative of the permittee named herein.

Signature: Date:

Name and Official Title: (Please print or type)

Submit the NOT with original signature to:

Kansas Department of Health and Environment
Bureau of Water, Industrial Programs Section
1000 SW Jackson, Suite 420
Topeka, KS 66612 - 1367

For official use only:

Accepted: [] Y; [] N
Reviewer Date



CONTRACTOR'S CERTIFICATION FORM

For Discharge of Stormwater Runoff from Construction Activities
In accordance with the Kansas Water Pollution Control General Permit
Under the National Pollutant Discharge Elimination System

This form is to be completed by each Contractor responsible for installation, operation, or maintenance of any construction stormwater best management practices (BMPs) necessary to complete the requirements of the Stormwater Pollution Prevention Plan. This completed form must be included in, or kept with, the Stormwater Pollution Prevention Plan for the site identified below.

I certify under penalty of law that I understand the terms and conditions of the Kansas Water Pollution Control general permit that authorizes the stormwater discharges associated with construction activity from the construction site identified below, and the Stormwater Pollution Prevention Plan prepared for the project.

Name of Project: _____

City: _____ County: _____ State: KS

Kansas Water Pollution Control General Permit No. S-MCST-0701-1

Kansas Permit No. _____ Federal Permit No. _____

Contractor Information

Company Name: _____

Company Address: _____

Company Phone Number: _____

Project Responsibilities: _____

Contractor's Signature: _____ Date: _____

Name (typed or printed): _____

SITE STABILIZATION and CONSTRUCTION ACTIVITY DATES

A record of dates when BMPs are installed or removed, stabilization measures are initiated, major grading activities occur, and construction activities temporarily or permanently cease on a portion of the site shall be maintained until final site stabilization is achieved and the Notice of Termination (NOT) is filed. This form must be updated continuously throughout the project until the NOT is filed. **NOTE:** The General Contractor shall complete at least 1-pg of stabilization and grading activities for each month of active construction. Activities noted in this log must reflect information provided on Site Maps.

MAJOR STABILIZATION AND GRADING ACTIVITIES

Description of Activity: _____
Contractor performing Activity: _____ Begin(date): _____ End(date): _____
Location: _____

Description of Activity: _____
Contractor performing Activity: _____ Begin(date): _____ End(date): _____
Location: _____

Description of Activity: _____
Contractor performing Activity: _____ Begin(date): _____ End(date): _____
Location: _____

Description of Activity: _____
Contractor performing Activity: _____ Begin(date): _____ End(date): _____
Location: _____

Description of Activity: _____
Contractor performing Activity: _____ Begin(date): _____ End(date): _____
Location: _____

Description of Activity: _____
Contractor performing Activity: _____ Begin(date): _____ End(date): _____
Location: _____

Description of Activity: _____
Contractor performing Activity: _____ Begin(date): _____ End(date): _____
Location: _____

Description of Activity: _____
Contractor performing Activity: _____ Begin(date): _____ End(date): _____
Location: _____

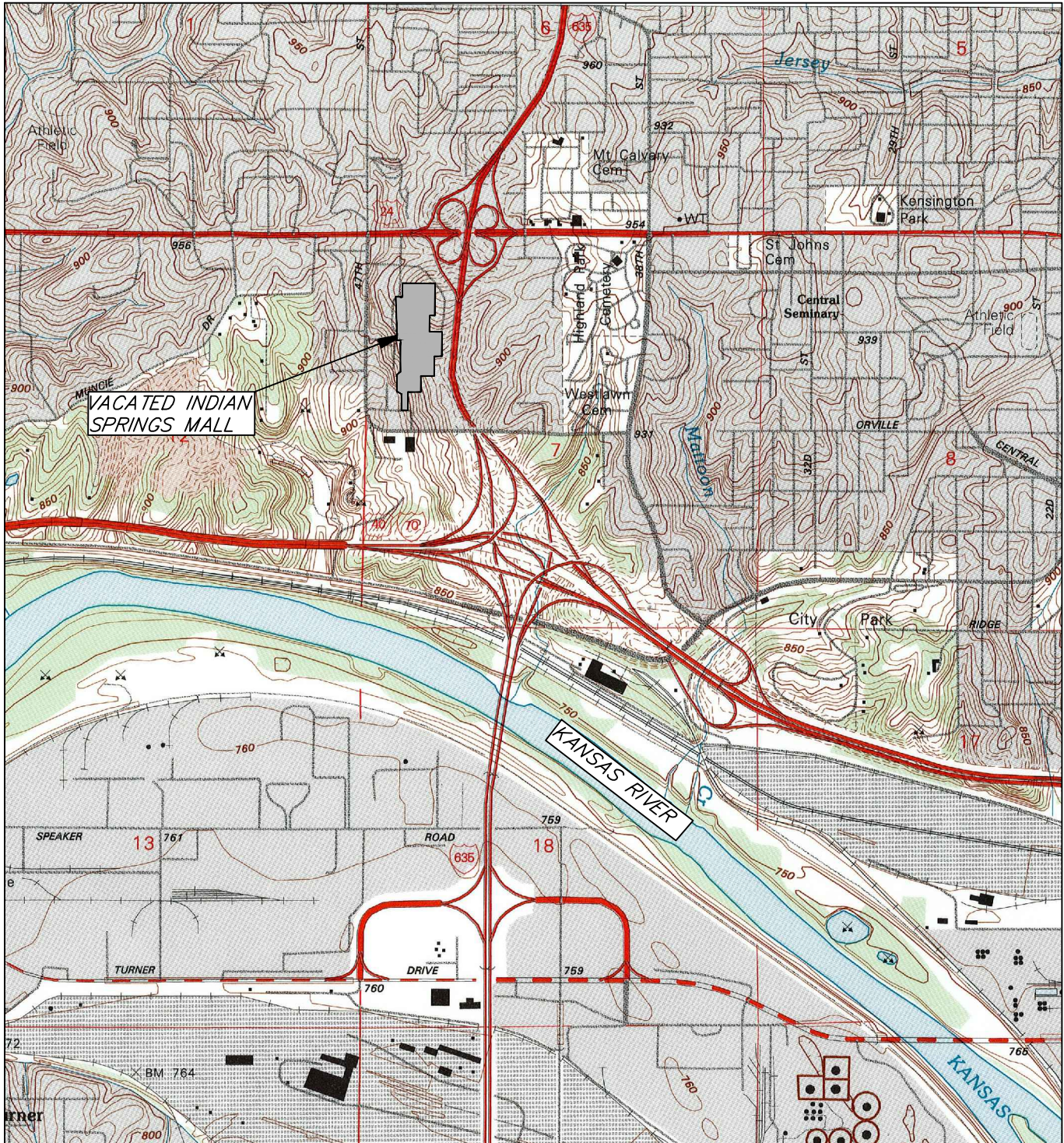
Description of Activity: _____
Contractor performing Activity: _____ Begin(date): _____ End(date): _____
Location: _____

Description of Activity: _____
Contractor performing Activity: _____ Begin(date): _____ End(date): _____
Location: _____

Description of Activity: _____
Contractor performing Activity: _____ Begin(date): _____ End(date): _____
Location: _____

VICINITY MAP

SITE LOCATION MAP



VICINITY MAP

TAKEN FROM THE "SHAWNEE, KANSAS" 1991
QUADRANGLE MAP. INDIAN SPRINGS MALL IS LOCATED IN
THE NORTHWEST QUARTER OF SECTION 7-T11S-R25E,
KANSAS CITY, WYANDOTTE COUNTY, KANSAS.



SCALE: 1:2000

GENERAL PERMIT

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

BUREAU OF WATER



KANSAS WATER POLLUTION CONTROL

AND

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

STORMWATER RUNOFF FROM CONSTRUCTION ACTIVITIES

GENERAL PERMIT PACKET

3/2/2012	0.0
DATE	REVISION

Kansas Department of Health and Environment
Bureau of Water, Industrial Programs Section
1000 SW Jackson, Suite 420
Topeka, KS 66612-1367
(785) 296-5545
Email address: stormwater@kdheks.gov

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EXECUTIVE SUMMARY

Purpose of this General NPDES Permit

The purpose of this general permit is to implement the Federal Water Pollution Control statutes and regulations; to permit discharges of stormwater runoff from construction sites subject to National Pollutant Discharge Elimination System (NPDES) permit requirements; and to protect the waters of the State from sediment and other contaminants.

What is Covered

This permit covers the discharge of stormwater runoff from construction activities that may disturb a cumulative total area equal to or greater than one (1.0) acre or from construction activity that is part of a larger common plan of development or sale that may disturb a cumulative total area equal to or greater than one (1.0) acre. Owners or operators of construction activities which discharge stormwater runoff and which may disturb an area equal to or greater than one (1.0) acre or are part of a larger common plan of development must receive authorization to discharge stormwater runoff from construction activities under this NPDES general permit.

Owners or operators of construction activities which disturb less than one acre (<1.0 acre) and which are not part of a larger common plan of development or sale must have authorization to discharge stormwater runoff from construction activities under this NPDES general permit when KDHE believes the water quality impact warrants consideration.

Subdivision developments are considered to be a larger common plan of development or sale regardless of the size, ownership, or number of lots or parcels within the development. Therefore, each subdivision requires a permit to discharge stormwater if construction activities may occur during the life of the development. Each new owner of a lot or parcel that is part of a larger common plan of development must either complete a KDHE Individual Lot Certification (ILC) or have similar wording in the lot purchase contract. The ILC is an agreement between the new owner of the lot or parcel and the permittee to implement the SWP2 plan and the conditions of the NPDES general permit cooperatively.

How to Obtain a Permit

A request for Authorization for coverage under the construction stormwater general permit is made by fully completing and submitting a construction stormwater "Notice of Intent" (NOI) form, the \$60 permit fee, and all needed supporting documents. The NOI form is a request for coverage under the requirements and conditions of the Kansas "Stormwater Runoff from Construction Activities General Permit". The form and the instructions for completing the form are available upon written request from the Kansas Department of Health and Environment or may be downloaded from the [KDHE Stormwater Website \(www.kdheks.gov/stormwater\)](http://www.kdheks.gov/stormwater). The NOI needs to be sent to KDHE at least 60 days before starting construction. KDHE will make every effort to either authorize the construction activities within 60 days or provide comments on application or Stormwater Pollution Prevention Plan deficiencies. Construction site soil disturbing activities may commence only when the owner or operator receives an Authorization for the construction activity from KDHE Bureau of Water.

Authorization for the construction activity will be indicated on the NOI form. Upon authorization of the construction activity and associated stormwater discharges a Kansas permit number and a Federal permit number will be assigned to the construction project and indicated on the NOI form. A signed and dated copy of the Authorization will be provided to the owner or operator.

What the Permit Costs

The permit fee is established by regulation (K.A.R. 28-16-56 et seq. as amended). At the time this information packet was developed, the permit fee for this general permit for stormwater runoff from construction activities was \$60 per year.

EXECUTIVE SUMMARY

What the Permit Requires

The primary requirement of the general permit is for the permittee to develop and implement a Stormwater Pollution Prevention (SWP2) Plan. The SWP2 Plan must contain certain items that are specified in the general permit including the "Best Management Practices" that will be utilized to control erosion, sediment discharges, and reduce the potential of the contamination of stormwater runoff associated with construction activities.

When the soil disturbing activity is completed and final stabilization of the site is achieved, the permittee must notify KDHE to terminate the authorization to discharge. To maintain Authorization to discharge stormwater runoff from construction activities the permittee will need to pay an annual permit fee, as specified in K.A.R. 28-16-56 et seq., until final site stabilization, and Authorization is terminated.

The permittee is required to comply with all of the applicable provisions, requirements, conditions, and limits listed in the general permit. This summary is provided for information only and does not describe all of the applicable requirements in the general permit.

Availability of Forms and Information

Copies of all forms, references, or the NPDES general permit can be downloaded from the [KDHE Stormwater Website](http://www.kdheks.gov/stormwater) at <http://www.kdheks.gov/stormwater>.

Copies of all forms, references or the NPDES general permit requirements may also be obtained by writing to:

Kansas Department of Health and Environment
Bureau of Water - Industrial Programs Section
1000 SW Jackson, Suite 420
Topeka, KS 66612 – 1367

or by e-mail to: stormwater@kdheks.gov

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

BUREAU OF WATER



KANSAS WATER POLLUTION CONTROL

AND

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

STORMWATER RUNOFF FROM CONSTRUCTION ACTIVITIES

GENERAL PERMIT

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- Notice of Intent Instructions for Stormwater Runoff from Construction Activities
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- Notice of Termination form (NOT)
- Notice of Transfer of Owner/Operator form (NOTO)

Please note: *The Department has provided several options for obtaining copies of these forms, but at this time the Department cannot accept electronic submittals (e-mail or fax) of completed forms. Original copies of all forms must be received before permit/exclusion requests can be processed.*

Upon request, KDHE will provide copies of State published information. EPA and/or NTIS contact information will be provided in response to requests for Federal Publications.

Kansas Water Pollution Control General Permit
and Authorization to Discharge

STORMWATER RUNOFF FROM CONSTRUCTION ACTIVITIES

Under the National Pollutant Discharge Elimination System

Pursuant to the Provisions of Kansas Statutes Annotated 65-164 and 65-165; the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.; the "Clean Water Act"); and the Kansas Surface Water Quality Standards (K.A.R. 28-16-28 et seq.); this NPDES general permit provides the requirements and conditions under which the permittee is authorized to discharge stormwater runoff from construction activities.

Coverage is provided and construction Stormwater discharge is authorized when the Kansas Department of Health and Environment (KDHE) issues an Authorization to discharge stormwater runoff from construction activities until the Authorization is revoked/terminated. A signed and dated copy of the Authorization will be provided to the permittee.

Upon Authorization, the Permittee is allowed to discharge stormwater runoff from construction activities described in the Notice of Intent for Stormwater Runoff from Construction Activities and supporting documents in accordance with the requirements and conditions of this NPDES General Permit and the Stormwater Pollution Prevention Plan developed for the identified construction activities.

This NPDES general permit is effective March 2, 2012 through March 1, 2017.

(signed by Secretary Robert Moser, M.D.)
Secretary, Kansas Department of Health and Environment

March 2, 2012
Date

AUTHORIZED ACTIVITY DESCRIPTION:

Construction Activities

Construction activities consist of any activity (e.g. clearing, grubbing, excavating, and grading) which disturb a cumulative total of one (1.0) or more acres or when the site is a part of a larger common plan of development or sale which will disturb a cumulative total of one or more acres.

Owners or operators of construction activities which disturb less than one acre (<1.0 acre), and which are not part of larger common plan of development or sale, must have authorization to discharge stormwater runoff from construction activities under this NPDES general permit when KDHE notifies the owner or operator that the water quality impact from discharge of stormwater runoff from construction activity warrants consideration because the proposed construction activities constitute a significant pollution potential.

Construction activities do not include routine maintenance (see endnote 7, page 17).

Upon issuance of this NPDES General Permit, owners or operators who intend to engage in construction activities as indicated above shall obtain authorization to discharge stormwater runoff under this NPDES general permit prior to commencing construction activities at the project site. To obtain authorization to discharge stormwater runoff, the owner or operator of a construction site needs to submit a Notice of Intent (NOI) for the discharge of stormwater runoff from construction activities at least 60 days prior to removing vegetation or disturbing soil at the site to avoid any unplanned delays in the start of construction. The NOI form is a request for coverage under the requirements and conditions of this NPDES general permit. To obtain authorization, the NOI form and supporting documents shall be submitted in accordance with Part 4 of this NPDES general NPDES permit. Upon acceptance of the NOI and supporting documents, KDHE will indicate the authorization for coverage under the NPDES general permit on the first page of the NOI form, assign authorization numbers, and indicate the KDHE issuance of the Authorization with the Department Secretary's signature. The owner or operator is then authorized to discharge stormwater runoff from construction activities under the provisions of this NPDES general permit and may commence construction activities at the site described in the NOI and supporting documents in accordance with the terms and conditions expressed in this NPDES general permit and in conformance with the stormwater pollution prevention plan developed for the site.

Owners or operators who received authorization to discharge under the previous Stormwater Runoff from Construction Activities General Permit S-MCST-0701-1, may continue to operate under those permit provisions, conditions, requirements, limits, site specific authorized Best Management Practices (BMPs), and site specific authorized Stormwater Pollution Prevention Plan (SWP2 Plan) until 18 months after permit issuance. If by 18 months after permit issuance all construction activities authorized by General Permit S-MCST-0701-1 have not been completed, the construction site stabilized, a Notice of Termination (NOT) completed and submitted in conformance with the permit requirements and the Notice of Termination accepted by KDHE, the permittee shall amend the current SWP2 Plan, implement the amended SWP2 Plan, and install appropriate BMPs in conformance with all permit provisions, conditions, requirements, and limits as established in this NPDES general permit (Permit No. S-MCST-0312-1).

Rather than submitting an NOI, owners or operators who intend to engage in construction activity that will disturb between one (1) and five (5) acres may request a rainfall erosivity waiver. To receive a waiver, the owner or operator of a construction site shall submit a rainfall erosivity waiver application form at least 60 days prior to removing vegetation or disturbing soil at the site. To be authorized, the small construction activity must have a low predicted rainfall potential that corresponds to a rainfall erosivity factor of less than 5 as calculated by the Revised Universal Soil Loss Equation [RUSLE]. The rainfall erosivity waiver application form is available on the [Kansas Stormwater Website](#) (see endnote 1, page 17). Copies can also be obtained by writing or e-mailing KDHE at the addresses in Part 10.2. Prior to commencing construction, the owner or operator must receive a copy of the authorized rainfall erosivity waiver from KDHE prior to initiation of construction activities at the site.

Any owner or operator who is subject to NPDES permit requirements for stormwater runoff from construction activities and who discharges stormwater runoff from construction activities prior to receiving authorization from KDHE is in violation of both State and Federal laws.

PREFACE

The purpose of this NPDES general permit is to implement the Federal Water Pollution Control statutes and regulations; permit discharges of stormwater runoff from construction sites subject to National Pollutant Discharge Elimination System (NPDES) permit requirements; and to protect waters of the State from sediment and other contaminants.

The issuance of an authorization to discharge under this NPDES general permit allows a project owner or operator, after implementation of the project site stormwater pollution prevention plan, to commence construction site soil disturbing activities that can produce or potentially produce a discharge of contaminated stormwater runoff to surface waters of the State of Kansas. In the absence of information demonstrating otherwise, KDHE expects that compliance with provisions and conditions in this permit will result in the discharge of stormwater being controlled as necessary to meet applicable Kansas surface water quality standards.

This NPDES general permit does not authorize the placement of fill materials in a flood plain, the obstruction of stream flow, directing stormwater runoff across private property, increasing stormwater runoff flow, changing the channel of a defined drainage course, etc. This NPDES general permit is intended to address only the quality of the stormwater runoff and to minimize off-site migration of sediments or other pollutants.

KDHE administers a number of regulatory programs that may preclude the initiation of construction activities until such time as a specific permit is issued or authorization is granted. This NPDES general permit authorization solely addresses NPDES stormwater discharge requirements for construction activities. It is the obligation of the permittee to ensure compliance with all other KDHE, State, Federal and local statutory and regulatory requirements.

Owners or operators seeking coverage under this NPDES general permit which have the potential to impact threatened or endangered species or historical sites can obtain information regarding regulatory requirements or special conditions which may be applicable to the activities covered by this permit from the Kansas Department of Wildlife, Parks, and Tourism (KDWP&T) or the Kansas Historical Society (KSHS) respectively (See NOI instructions for contact information).

Other appropriate agencies should be contacted to determine the need for additional permits, authorizations, or requirements, if any. In particular the applicant should contact the **local municipal separate storm sewer system (MS4) agency (see endnote 2, page 17)**. Other agencies the applicant should contact include the United States Army Corps of Engineers; Kansas Department of

Agriculture, Division of Water Resources; and any other local governments or agencies that are not listed herein that may have jurisdiction.

Authorization to Discharge under this NPDES general permit does not constitute approval of the project under the provisions of the Kansas Water Projects Environmental Coordination Act, and does not relieve the permittee of the responsibility to comply with the requirements of other Agencies prior to commencement of construction activities.

Part 1. WHO MUST OBTAIN AUTHORIZATION TO DISCHARGE

Owners or operators of construction activities which may disturb one (1.0) or more acres of soil or are part of a larger common plan of development or sale which may disturb a cumulative total of one (1.0) or more acres of soil must obtain authorization to discharge stormwater runoff from construction activities.

Owners or operators of construction activities which disturb less than one acre (<1.0 acre) of soil, and are not part of larger common plan of development or sale, must have authorization to discharge stormwater runoff from construction activities under this NPDES general permit when KDHE believes the water quality impact warrants consideration or KDHE determines the construction activities constitute a significant pollution potential (i.e., sites that will disturb contaminated soils, contaminated groundwater, or sites adjacent to sensitive waters).

Soil disturbing activities where contaminated soils or contaminated groundwater may be present on the site are reviewed by KDHE on a case-by-case basis and may require coverage under this NPDES general permit or an individual permit even if less than one acre (< 1.0 acre) of soil is disturbed. For sites where contaminated soil or groundwater is present, contact KDHE Bureau of Water - Industrial Programs Section at (785) 296-5549 for a determination on the need for coverage under this NPDES general permit.

Platted subdivision projects must obtain coverage for all areas of the subdivision site. Subdivision projects that have roads and/or utilities constructed under separate contract (e.g., city assessment district) may need to have two concurrent discharge authorization requests (NOIs) for coverage under the NPDES general permit submitted. The owner (developer) of the subdivision project must maintain coverage for the individual lot construction sites. Owners that have control over the construction activities of the entire subdivision site, including roads and utilities, need only submit one discharge authorization request (NOI) for coverage under the NPDES general permit.

Soil disturbing activities in response to a public emergency (e.g., tornado, hurricane earth quake, flood, ice storm)

where the related work requires immediate soil disturbance to avoid imminent endangerment to the public health or the environment is allowed without formal submittal and authorization by KDHE if the owner or operator implements soil erosion and sediment control as soon as possible after the emergency conditions have been resolved and a Notice of Intent application form for coverage under this permit is submitted within 30 days after the start of emergency soil disturbing activities showing the areas disturbed and the soil and erosion controls provided.

KDHE reserves the right to revoke/terminate coverage under this NPDES general permit to applicants for stormwater runoff from construction or soil disturbing activities where annual payment for continuing coverage has not been received or reasonable application of best management practices or pollution controls have not been implemented or maintained following notification by KDHE staff.

Soil disturbing activities associated with construction support activities, such as concrete batch plants, asphalt plants, waste disposal sites and borrow sites are considered as part of the common plan of development for a project and will need coverage under a separate authorization if the support activity is not a commercial operation serving multiple unrelated construction projects and not included in the main project's stormwater pollution prevention plan. Asphalt and concrete batch plants may also need to obtain a separate water pollution control permit for wastewater generated by these facilities.

Part 2. WHAT THIS PERMIT COVERS

Coverage under this NPDES general permit authorizes the discharge of stormwater runoff from construction activities for sites where the discharge point is located in Kansas and for discharges and construction activities that are conducted in accordance with the provisions and requirements of this permit and in accordance with the site specific stormwater pollution prevention plan from the date of Authorization until the site is stabilized and the construction stormwater discharge Notice of Termination (NOT) is accepted by KDHE or the permit is revoked/terminated for cause by KDHE.

However, owners or operators of constructions activities that received KDHE authorization for coverage under the previous Kansas Water Pollution Control and National Pollutant Discharge Elimination System General Permit (General Permit No. S-MCST-0701-1) prior to the effective date of this permit may continue to operate under those permit provisions, conditions, requirements, limits, site specific authorized Best Management Practices (BMPs), and site specific authorized Stormwater Pollution Prevention Plan (SWP2 Plan) until 18 months after issuance of this NPDES general permit. If by 18 months after the effective date of this permit all construction

activities authorized by General Permit No. S-MCST-0701-1 have not been completed, the construction site stabilized, a Notice of Termination (NOT) completed and submitted in conformance with the permit requirements and the Notice of Termination accepted by KDHE, the permittee shall amend the current SWP2 Plan, implement the amended SWP2 Plan, and shall install appropriate BMPs in conformance with all permit provisions, conditions, requirements, and limits as established in this NPDES general permit. The intent of this provision is to enable permittees that received authorization for construction activities under the previous general permit (S-MCST-0701-1) time to either complete construction activities and terminate permit coverage or to retain the services of a licensed professional engineer, geologist, architect, landscape architect, or a Certified Professional in Erosion and Sediment Control (Part 7.1) to modify the BMPs and implement a revised SWP2 Plan in conformance with all provisions, conditions, requirements, and limits of this NPDES general permit, which includes EPA's Construction and Development Effluent Guideline Standards (40 CFR 450) in effect at the time this NPDES general permit is issued.

Proposed new or existing unpermitted construction stormwater dischargers, in regard to antidegradation, are eligible for authorization under this general permit to discharge to a Tier 1, 2, or 2½ Water only if the discharge will not lower the water quality of the applicable water. In the absence of information demonstrating otherwise, KDHE expects that development, installation, operation, appropriate maintenance of site specific BMPs and the SWP2 Plan as well as compliance with the provisions, conditions, requirements, and limits of this general permit will result in discharges that will not lower the water quality of the receiving surface water.

Proposed new or existing unpermitted construction stormwater dischargers that will discharge directly into Tier 3 waters (Outstanding National Resource Waters) are, in regard to antidegradation, considered temporary discharges and eligible for authorization under this general permit to discharge stormwater from construction activities but only if the discharge will not lower the water quality of the receiving water, all enhanced (significantly better and more reliable) levels of controls and best management practices are evaluated and implemented to minimize off-site migration of sediments or other pollutants. In the absence of information demonstrating otherwise, KDHE expects that development, installation, operation, appropriate maintenance of enhanced site specific BMPs and the SWP2 Plan as well as compliance with the provisions, conditions, requirements, and limits of this general permit will result in discharges that will not lower the water quality of the receiving surface water and provide the highest protection reasonably available.

This NPDES general permit also authorizes the following

non-stormwater discharges from construction sites during the life of the project:

1. Flushing water hydrants and potable water lines provided appropriate sediment and erosion controls are implemented,
2. Water used for rinsing streets or structures that does not contain cleansers, detergents, solvents or additives;
3. Irrigation to establish vegetation; and
4. Discharges of uncontaminated non-turbid groundwater provided appropriate sediment and erosion controls are implemented;
5. Discharges from emergency fire-fighting activities;
6. Water used to control dust;
7. Uncontaminated air conditioning or compressor condensate;
8. Foundation or footing drains where flows are not contaminated with process materials such as solvents or contaminated groundwater; and
9. Uncontaminated construction dewatering wastewaters that have been treated by an appropriate control. Wastewaters that have been treated by an appropriate control but still contain trace amounts of sediment, are not considered contaminated; and
10. Discharges of stormwater listed above, or authorized non-stormwater commingled with a discharge authorized by a different NPDES permit and/or a discharge that does not require NPDES permit authorization.

Part 3. WHAT THIS PERMIT OR THE RAINFALL EROSION WAIVER DOES NOT COVER

This NPDES general permit does **not** authorize or address:

1. A discharge of stormwater runoff from construction activities which violates the provisions of this NPDES general permit;
2. Construction activities on sites within Kansas which are located on Indian Country lands, (**see endnote 3, page 17**);
3. Construction activities which may discharge stormwater runoff one-half stream mile or less from a Critical Water Quality Management Area; an

Exceptional State Water; a Special Aquatic Life Use Water; or to an Outstanding National Resource Water unless KDHE specifically grants coverage by this NPDES general permit (**see endnote 4, page 17**).

4. Construction activities that result in the discharge of stormwater runoff which violates the Kansas Surface Water Quality Standards;
5. Construction activities that result in the discharge of stormwater runoff which violates the applicable requirements of a Municipal Separate Storm Sewer program or local stormwater pollution prevention program;
6. Construction activities that may adversely affect threatened or endangered species as listed in K.A.R. 115-15-1 et seq. unless the KDWP&T has been specifically consulted with;
7. Construction activities that may affect any identified archeological sites or historic sites listed or eligible for listing on the National Register of Historic Places unless the KSHS has been specifically consulted with;
8. Projects that are exempt under the Oil & Gas Exemption (see definition). However, if coverage under the NPDES general permit is requested, an Authorization will be issued and permit requirements will be enforced. However, dewatering discharges (e.g., well point or groundwater dewatering wells) and trench dewatering from groundwater infiltration are not exempt activities under the Oil and Gas Exemption and require KDHE approval, permitting, or authorization under the NPDES general permit. KDHE will review discharges based on management by appropriate controls, discharge quality and quantity, and proposed location of the discharge to determine the need for approval or permitting requirements on a case-by-case basis. Acceptable discharges of uncontaminated groundwater dewatering shall meet Kansas Surface Water Quality Standards, control sediment by employing bag filters or equivalent technology, and prevent down gradient scouring and soil erosion.
9. Agricultural construction activities are generally exempt unless construction of a drainage structure will drain an area that exceeds the definition of a stream as defined by the Kansas Department of Agriculture under K.A.R. 5-45-1(t);
10. The discharge of stormwater from sites where construction activities resulting in the disturbance of one or more acres or are a part of a common plan of development or sale which may disturb a cumulative total of one or more acres where a discharge is directed to an "impaired water" where the impairment is for total suspended solids, nitrogen, or phosphorous

or a waterbody for which KDHE has developed, and EPA has approved, a Total Maximum Daily Load (TMDL) for total suspended solids, nitrogen, or phosphorous. Authorization for coverage under this general permit will only be granted if the stormwater discharge will not cause or contribute to a violation of surface water quality standards and the permittee implements, operates, and maintains appropriate BMPs, erosion and sediment control measures, and complies with all provisions of this NPDES general permit. In the absence of information demonstrating otherwise, KDHE expects that compliance with the provisions, conditions, and limits in this general permit will result in stormwater discharges being controlled, as necessary, to meet applicable water quality standards and satisfy current provisions in Kansas developed and EPA approved TMDLs directed at total suspended solids and indirectly address releases associated with nitrogen and phosphorus. Per the Kansas TMDLs addressing total suspended solids, KDHE reviews of erosion and sediment control plans, BMPs, and the SWP2 Plans will concentrate on trying to protect and maintain buffers and vegetative filter strips along and immediately adjacent to streams and lakes and to minimize construction impacts on streams. In accordance with the provisions of the TMDLs, KDHE will also concentrate on trying to identify projects operating without an NPDES permit or projects which do not employ effective erosion and sediment control techniques. KDHE may impose additional water-quality based limitations on a site-specific basis or require coverage under an NPDES individual permit if information in the NOI and associated materials, required reports, site inspections conducted by KDHE or EPA, or from other sources indicate that stormwater discharges from the site are not controlled as necessary to meet applicable water quality standards or the provisions of a specific TMDL for the waterbody receiving the discharge.

11. Discharges of water mixed with non-stormwater discharges, unless they are listed as allowable non-stormwater discharges in Part 2 above or are determined by KDHE as not requiring authorization;
12. Discharges of fill or dredged materials regulated by part 401 or 404 of the Clean Water Act unless permits under 401 or 404 so stipulate;
13. Stormwater discharges associated with construction activities that have been covered under an individual permit or a different NPDES general permit, unless authorized by KDHE Bureau of Water;
14. Stormwater and/or allowable non-stormwater discharges associated with construction activities that are discharged to a combined sewer system; and

15. The modification of stormwater drainage (the routing of flows or the change in quantity of flow) onto or across private property.

This NPDES general permit does not relieve the permit holder of the obligation to obtain other approvals, permits, licenses, or documents of sanction that may be required by other federal, state, or local government agencies.

This NPDES general permit also does not authorize any other discharge of sewage, pollutants or wastewater to waters of the State including for example:

- a. Hazardous substances or oil from an on-site spill or improper handling and disposal practices;
- b. Wash and/or rinse waters from concrete mixing equipment including ready mix concrete trucks;
- c. Wastewater generated from wet air pollution control equipment including asphalt plants, or the containment of asphalt plant scrubber water in lined ponds;
- d. Contaminated groundwater (see definitions);
- e. Wastewater from washout and clean out of stucco, paint, form release oils, curing compounds and other construction materials;
- f. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;
- g. Soaps or solvents used in vehicle or equipment washing; or
- h. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, unless managed by appropriate controls.

KDHE reserves the right to deny coverage under this NPDES general permit to applicants for stormwater runoff from construction or earth disturbing activities at sites which have contaminated soils which will be disturbed by the construction activity or have contaminated groundwater which could be discharged by the construction activity.

3.1 Individual Permits Required Due to Denial or Non-Compliance -

If the NOI for coverage under this NPDES general permit is denied by KDHE, then the applicant is not eligible for coverage under this NPDES general permit and shall apply for an individual NPDES permit.

The permittee shall apply for an individual NPDES permit at least 180 days prior to commencing construction activities. Construction activities as defined in this permit shall not commence until the individual NPDES permit is issued.

Part 4. HOW TO APPLY

The owner or operator of a construction site needing to discharge stormwater runoff from construction activities shall submit a complete request for coverage under this NPDES general permit to obtain authorization and receive Authorization under this NPDES general permit from KDHE prior to removing vegetation or disturbing soil at the site.

A complete request for Authorization to discharge stormwater runoff from construction activities under this NPDES general permit must be submitted or the request will not be processed. A complete request for Authorization includes:

- An NOI form (construction stormwater) with all information provided and an original authorized signature;
- A check for the first year of the annual permit fee made payable to "KDHE". Per K.A.R. 28-16-56 et seq., as amended, the current annual permit fee for this NPDES general permit is \$60;
- An area map delineating the boundary of the construction site and the general topographic features of the area at least one mile beyond the construction site boundary;
- A detailed site plan showing the existing contours, proposed contours, erosion and sediment control features, and locations where stormwater runoff leaves the construction site;
- A narrative summary of the erosion and sediment control(s) and other best management practices that will be utilized to eliminate or minimize contamination of stormwater runoff from the construction activities;
- Design calculations for any proposed sedimentation basin, if applicable; and
- Copies of letters or e-mails documenting coordination with appropriate local, state or federal agencies.

KDHE recommends the NOI and supporting documentation be submitted at least 60 days prior to start of construction activities to avoid unplanned delays in the start of construction. Submittal of a Notice of Intent (NOI) to discharge Stormwater Runoff from Construction Activities and all supporting documentation indicated above, even 60 days after submittal, does not provide automatic coverage under the NPDES general permit. Coverage under this NPDES general permit begins when KDHE authorizes the discharge of stormwater runoff from construction activities identified in the NOI and supporting documentation.

An NOI form can be downloaded from the [KDHE Stormwater Website](#) (see endnote 1, page 17) or obtained from KDHE at the address given in Part 10 of this NPDES general permit.

If the construction activities will be conducted within the boundaries of an MS4, the permittee shall submit a copy of the KDHE Authorization and all supporting documentation to the operator of the local Municipal Separate Storm Sewer System (MS4) and obtain any permits or approvals that may be required under the local Stormwater Management Program. A list of NPDES permitted MS4 operators which are required to develop a Stormwater Management Program is available on the [KDHE Stormwater Website](#) (endnote 2, page 17) or upon written request to KDHE Bureau of Water Municipal Programs Section.

Upon KDHE's Authorization to discharge stormwater runoff from construction activities for the site indicated on the NOI and supporting documents, the owner or operator and, if appropriate, the company, corporation, partnership, or government entity they represent becomes the permittee under this NPDES general permit.

Part 5. STARTING CONSTRUCTION ACTIVITY

The owner or operator who has applied for coverage under this NPDES general permit shall not initiate construction activities and discharge or have the potential to discharge stormwater runoff from construction activities described in the NOI until receiving Authorization from KDHE for the discharge.

When the owner or operator receives KDHE's Authorization to discharge stormwater from construction activities, the owner or operator may commence construction activities at the site described in the NOI and supporting documentation under the provisions of this NPDES general permit and in accordance with the construction site stormwater pollution prevention plan (SWP2 plan).

A copy of KDHE's Authorized NOI and the project specific SWP2 plan including the erosion and sediment control plan for the specific project shall be readily available at the construction site.

Part 6. CONTINUING COVERAGE - ANNUAL PERMIT FEE AND RENEWAL REQUIREMENTS

The permit holder shall pay an annual permit fee as specified in K.A.R. 28-16-56 et seq. as amended as long as stormwater discharges from the facility continue to meet the definition of stormwater discharges from construction activities. Make the check payable to "KDHE".

An annual invoice for the annual fee will be sent to the designated contact listed in the NOI. Payment of the annual permit fee is required to maintain continued coverage under this NPDES general permit until such time as a request for a transfer of ownership or until the site is stabilized and a Notice of Termination (NOT) is accepted by KDHE or the permit is revoked/terminated.

This NPDES general permit will expire **five (5) years from issuance**. Should KDHE fail to issue a new NPDES general permit with an effective date on or before the expiration date of this permit, the conditions of this NPDES general permit continue in force until the effective date of a new NPDES general permit.

A permittee who has a valid authorization to discharge stormwater runoff from construction activities under the conditions of this NPDES general permit will continue to be covered until the effective date of the new NPDES general permit and shall comply with the conditions of this NPDES general permit until the effective date of the successor NPDES general permit. Upon the effective date of the successor NPDES general permit, the permittee shall continue to comply with the terms and conditions of the successor NPDES general permit or obtain coverage for construction stormwater discharges under alternative provisions of this permit.

If the permittee wishes to continue construction activities regulated by this NPDES general permit after the expiration date of this permit, the permittee must continue to pay the annual fee, and continue to comply with the terms and conditions of this NPDES general permit until the effective date of the successor NPDES general permit.

On and after the effective date of the successor NPDES general permit, the permit holder must comply with the terms and conditions of the successor permit; and continue paying the annual permit fee; or request an individual NPDES permit. The facility will continue coverage under this NPDES general stormwater permit and comply with the provisions of this NPDES general permit until the individual NPDES permit is issued.

The permittee is not required to submit a new NOI for continuing coverage under the successor NPDES general permit unless modifications, changes or discoveries are made which may affect coverage under the successor NPDES general permit or the information in the current NOI is inaccurate, needs to be updated, or KDHE requests the submission of a new NOI.

Part 7. STORMWATER POLLUTION PREVENTION PLAN REQUIREMENTS AND GUIDELINES

Before initiating construction activities the permittee shall develop a Stormwater Pollution Prevention plan (SWP2 plan) which is specific to the construction activities which are to be employed at the site authorized by this NPDES

general permit to discharge stormwater runoff. The permittee shall fully implement the provisions of the SWP2 plan required under this part as a condition of this NPDES general permit throughout the term of the construction project.

The purpose of the SWP2 plan is to ensure the design, implementation, management, and maintenance of "Best Management Practices" (BMPs) in order to eliminate or minimize erosion, sediment; and other pollutants in stormwater runoff from construction activities; comply with the Kansas Surface Water Quality Standards; and ensure compliance with the terms and conditions of this NPDES general permit.

The permittee shall select, install, utilize, operate, and maintain effective BMPs in accordance with best professional judgment, generally accepted and scientifically defensible guidance, and the concepts and methods described in Environmental Protection Agency (EPA) document number EPA 832-R-92-005, entitled *Stormwater Management for Construction Activities - Developing Pollution Prevention Plans and Best Management Practices*, published in September, 1992 and EPA document number EPA 833-R-06-004 entitled *Developing your Stormwater Pollution Prevention Plan, A Guide for Construction Sites* published in May, 2007 (**see endnote 5, page 17**). The permittee is not limited to the BMPs provided in the EPA guidance manuals. Other pollution or erosion controls must utilize practices with similar effectiveness, and the permittee should develop BMPs with the goal of site specific effectiveness in mind.

7.1 General SWP2 Plan Requirements -

Stormwater Pollution Prevention (SWP2) plans shall be developed and prepared under the supervision of a licensed Kansas professional engineer, geologist, architect, or landscape architect or a Certified Professional in Erosion and Sediment Control (**see endnote 6, page 17**). Please note: It is unlawful for a person to perform any assignment involving a specific technical profession unless licensed or specifically exempted by the Kansas Board of Technical Professions, and is qualified by education and expertise in that profession to perform such work.

The permittee shall ensure the BMPs and/or pollution controls are properly installed and maintained at the locations and relative timeframes specified in the SWP2 plan. Margin or border BMPs, such as a buffer area or vegetation strips, to control stormwater runoff where it leaves the site boundary, shall be installed or marked for preservation before general site clearing is started. Stormwater runoff from disturbed areas which leave the site shall pass through an appropriate sediment control, such as a sedimentation basin, sediment trap, or silt fence prior to leaving the construction site.

7.2 Contents of SWP2 Plan

7.2.1 Site Description -

The permittee's SWP2 plan shall include all of the information provided in the NOI. The SWP2 plan shall expand upon the NOI information in order to make the SWP2 plan a working document which contractors and site construction workers can use to guide the installation and maintenance of BMPs and pollution controls.

7.2.2 Description of Best Management Practices -

The permittee's SWP2 plan shall include a description of the BMPs and/or pollution controls they will use at the site. The SWP2 plan shall provide the following general information for each BMP and/or pollution control which will be used one or more times at the site:

- a physical description of the BMP and/or pollution control;
- the site and physical conditions which must be met for effective use of the BMP and/or pollution control;
- the BMP and/or pollution control installation/construction procedures, including typical drawings; and
- operation and maintenance procedures for the BMP and/or pollution control.

The SWP2 plan shall provide the following information for each specific instance where a BMP and/or pollution control is to be installed:

- where, in relation to other site features, the BMP and/or pollution control is to be located;
- when, in relation to each phase of construction, the BMP and/or pollution control will be installed; and
- what site conditions must be met before removal of the BMP and/or pollution control, if it is not permanent.

7.2.3 Detailed SWP2 Plan Requirements -

The SWP2 plan must provide BMPs and/or pollution controls that, at a minimum, are designed, installed, and maintained to:

- (1) Control stormwater volume and velocity within the site to minimize soil erosion;
- (2) Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion;

(3) Minimize the amount of soil exposed during construction activity;

(4) Minimize the disturbance of steep slopes (slopes of forty (40) percent or greater, see definitions);

(5) Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;

(6) Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible;

(7) Minimize soil compaction and, unless infeasible, preserve topsoil;

(8) Minimize discharges from stream crossings by immediately stabilizing the areas from bank to bank and providing appropriate controls to minimize any stream scour and providing down gradient sediment control from bore pit stockpiles;

(9) Control discharges from sediment or soil stockpiles;

(10) Minimize the generation of dust through the application of water or other dust suppression techniques;

(11) Minimize off-site tracking of soils by utilizing wheel washing facilities or an appropriately designed construction entrance and exit. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge. Off-site track out shall be cleaned up at the end of each work day. Sites with contaminated soils must provide wheel washing and tanks for holding of the wash water, if feasible, or other equivalent practices if the vehicles can track the contaminated soil from the site;

(12) Provide structures to divert significant flows of stormwater from off-site drainage, if feasible;

(13) Reduce erosion of concentrated flows of stormwater in channelized drainage through use of velocity dissipation devices, (e.g., check dams, riprap, and wattles) and installation of channel liners, (e.g., riprap, geotextiles, and erosion control blankets);

(14) Provide storm drain inlet protection (such as rock bags) for inlets down gradient of sites not fully stabilized or where construction activity will soon be started.

7.2.4 Steep Slope Stabilization Requirements -

When construction activities on steep slopes (slopes of forty (40) percent or greater, see definitions) cannot be avoided, the SWPP plan must require the contractor to immediately initiate placement of appropriate erosion control BMPs in any exposed steep slope areas where construction activities have permanently or temporarily ceased, and will not resume for a period exceeding 7 calendar days. For vegetative cover areas, in addition to seeding, watering, mulching, and any other required activities related to the planting and establishment of vegetation, other appropriate erosion control practices such as geotextiles or erosion control mats shall be utilized. Diversion of concentrated or channelized stormwater flows around steep slopes or slope drains shall be utilized where feasible.

7.2.5 Temporary and Permanent Non-Structural BMPs

Examples of non-structural BMPs which the permittee should consider specifying in the SWP2 plan include: temporary seeding, final seeding, mulching, geotextiles, sod stabilization, protection of existing vegetation for use as buffer strips (especially along drainage courses), protection of trees, preserving existing stream channels as overflow areas when channel shortening is allowed, soil stabilizing emulsions and tackifiers, mulch tackifiers, preservation of mature vegetation, stabilized site entrances/exits, wheel brushing or washing, clean-up of soils on roadways, dust control and other appropriate BMPs.

The permittee's SWP2 plan shall require existing vegetation to be preserved where practical, and the time period for soil areas to be without vegetative cover is to be minimized to the extent practical.

Clearing and grubbing within 50 feet of a defined drainage course shall be avoided, if feasible.

Where changes to defined drainage courses are to occur as part of the project, clearing and grubbing within 50 feet of the defined drainage course shall be delayed until all materials and equipment necessary to complete the drainage change are on site.

Changes to defined drainage courses shall be completed as quickly as possible once the work has been initiated. The area impacted by the construction of the drainage course change is to be re-vegetated or stabilized to minimize the length of time the area is exposed.

Stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating, or other soil disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. The disturbed areas shall be protected from erosion by

maintaining the erosion control BMPs, or stabilizing the area with mulch or other similarly effective soil stabilizing BMPs. Initial stabilization activities must be completed within 21 days.

7.2.6 Temporary and Permanent Structural BMPs -

Examples of structural BMPs which the permittee should consider specifying in the SWP2 plan include: diverting flows from undisturbed areas away from disturbed areas, silt (filter fabric or straw bale) fences, earthen diversion dikes, drainage swales, sediment traps, rock check dams, subsurface drains (to gather or transport water for surface discharge elsewhere), pipe slope drains (to carry concentrated flow down a slope face), level spreaders (to distribute concentrated flow into sheet flow), storm drain inlet protection and outlet protection, reinforced soil retaining systems, gabions, temporary or permanent sediment basins, and other appropriate BMPs.

7.2.7 Sedimentation Basins -

The permittee's SWP2 plan shall require a sedimentation basin, where feasible, for each drainage area with 10 or more acres disturbed at one time.

The sediment basin needs to be designed and maintained to provide at least 3,600 cubic feet of storage per acre drained. Where use of a sediment basin of this size is impractical, the SWP2 plan shall evaluate and specify other similarly effective BMPs to be employed to minimize erosion and control sediment. Where large areas of undisturbed or stabilized areas can drain into the sediment basin or in certain areas of Western Kansas, alternative design detention volumes can be used. See the definition of Sediment Basin Design Criteria for additional clarification and alternatives for sizing and volume requirements.

Outlet structures must be designed and constructed to withdraw water from the surface, unless infeasible. If infeasible, the reason it is infeasible shall be provided as a part of the NOI and SWPP plan submittal to KDHE.

The permittee's SWP2 plan shall require that the sediment basin be cleaned to ensure adequate detention is available. No more than 20 percent of the required sediment basin capacity shall be taken up with sediment. The basin shall be maintained until less than 10 acres of area needing final stabilization within the drainage basin remains. If a sedimentation basin is removed, other appropriate and effective BMP's and/or pollution controls shall be provided, as needed.

The 3,600 cubic feet of storage area per acre drained criteria does not apply to flows from areas where such flows are diverted around both the disturbed area and the sediment basin.

The permittee's SWP2 plan shall require both temporary and permanent sedimentation basins to have a stabilized

emergency spillway to minimize the potential for erosion of the emergency spillway or sediment basin embankment.

7.2.8 Permanent Stormwater Controls -

If applicable, the permittee's SWP2 plan shall include a description of the measures that will be installed during construction to control pollutants in stormwater runoff that will occur after construction activities have been completed.

These would include drainage channels or systems; outlet control devices, detention basins, oil water separators, catch basins, etc. This NPDES general permit does not require the permittee or his contractors to operate or maintain these measures beyond the date of the Notice of Termination unless otherwise notified by KDHE.

7.2.9 Additional Site Management BMPs -

The permittee's SWP2 plan shall address other BMPs, as required by site activities, to minimize or eliminate contamination of stormwater runoff. At a minimum, such measures must be designed, installed, implemented and maintained to:

- (1) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be free of detergents, soaps, or solvents and must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
- (2) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to stormwater;
- (3) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures;
- (4) Require the contractor to provide solid and hazardous waste management including: providing trash containers and regular site clean up for proper disposal of solid waste such as scrap building material, product/material shipping waste, food containers, and cups; and providing containers and proper disposal for waste paints, solvents, and cleaning compounds;
- (5) Require portable toilets for proper disposal of sanitary sewage;
- (6) Require storing construction materials away from drainage courses and low areas;
- (7) Require containment berms and drip pans at fuel and liquid storage tanks and containers; and
- (8) Provide procedures to eliminate or minimize the

potential to discharge environmental contaminants from contaminated soil or groundwater.

7.2.10 Site Inspections by Permittee -

The permittee shall ensure the entire construction site including but not limited to disturbed areas, BMPs, waste and construction storage areas, drainage areas, locations where stormwater can flow from the construction site, and permanent and temporarily stabilized areas is inspected on a regular schedule and within twenty-four hours of the end of a precipitation event which results in precipitation of 0.5 inches or greater. The frequency of regular inspections should be proportional to the amount of construction activity. The permittee should increase the frequency of inspections when construction activity increases. Regularly scheduled inspections shall at a minimum be once every 14 days. For disturbed areas that have not been finally stabilized all installed BMPs and other pollution control measures shall be inspected for proper installation, operation and maintenance. Locations where stormwater runoff leaves the site shall be inspected for evidence of erosion or sediment deposition. Any deficiencies shall be noted in a report of the inspection and corrected within seven calendar days of the inspection. The permittee shall promptly notify the site contractors responsible for operation and maintenance of BMPs of deficiencies.

A report of each inspection shall be documented. The inspection report is to include the following minimum information: inspector's name, date of inspection, observations relative to the effectiveness of the BMPs, actions taken or necessary to correct deficiencies, listing of areas where construction operations have permanently or temporarily stopped, and observations of stormwater discharge locations with respect to the effectiveness of the upgradient BMPs.

The inspection report shall be completed within 24 hours of the inspection and be signed by the person performing the inspection.

The permittee shall maintain site inspection reports on-site or at the records storage location identified in the NOI. The permittee shall provide a copy of the site inspection reports to KDHE or EPA upon request.

7.3 Modifications and Amendments to SWP2 Plan -

The permittee shall modify or amend the SWP2 plan as appropriate during the term of the construction activity until the site is stabilized. The permittee, an authorized representative, and/or the contractor(s) responsible for installation, operation, and maintenance of the BMPs shall keep a current copy of the SWP2 plan on the project site.

Modifications to the SWP2 plan shall be made to better control the site erosion and sediment discharges based on field conditions or site phasing that was not considered

during SWP2 plan development. The permittee shall indicate the changes on the erosion and sediment control plan sheets, maintain a log showing dates of all SWP2 plan modifications, a brief description of the SWP2 plan modifications, and the name and title of the person authorizing the modification. Changes to the SWPP plan that are not an amendment (see below) are considered modifications and do not need preparation or approval by a professional and do not need to be submitted to KDHE.

The SWP2 plan shall be amended when: there is a change in the project scope which increases the amount of soil disturbed by more than 1.0 acre; when stormwater will discharge into a surface water not originally receiving stormwater from the permitted site construction activities; and when determined as significant by KDHE upon notification of any discovery of contaminated soil or groundwater, potential historic or archeological sites, or threatened or endangered species during the construction that was not identified and addressed in the SWP2 plan. For projects requiring an amendment the permittee will need to submit a letter explaining the changes, a modified erosion and sediment control plan, and a new NOI form indicating the new acreage with the originally issued State and Federal permit numbers. Soil disturbing activity shall not occur on the added or discovered areas until Authorization from KDHE is provided. Amendments need to be submitted at least 60 days prior to changes in the site are implemented. Authorization for the revised project will be indicated in similar fashion as the initially authorized NOI and a copy of the newly authorized NOI provided to the permittee. Amendments to SWP2 plans shall be prepared under the supervision of a Licensed Kansas professional engineer, geologist, architect, or landscape architect or a Certified Professional in Erosion and Sediment Control.

The permittee shall modify or amend the SWP2 plan, at a minimum, whenever:

- there is a change in design, operation, or maintenance of BMPs, pollution controls, or pollution prevention measures;
- there is a change in the design or scope of the construction project which could significantly affect the quality of the stormwater runoff or the use of designated BMPs or pollution controls;
- the construction site inspections indicate deficiencies in the SWP2 plan or any BMP;
- KDHE or EPA notifies the permittee of deficiencies in the SWP2 plan, BMP's, and/or pollution controls;
- the SWP2 plan is determined to be ineffective in significantly minimizing or controlling erosion and

sedimentation (e.g. there is evidence, such as excessive site erosion, excessive sediment leaving the site, or excessive sediment deposits in drainage channels, streams, or lakes);

- KDHE determines violations of Surface Water Quality Standards may occur or have occurred, or
- KDHE determines the activities at the site constitute a significant pollution potential which the current SWP2 plan does not adequately address.

The permittee shall provide a copy of the most current SWP2 plan to KDHE or EPA upon request.

The permittee shall notify each contractor or entity (including utility crews, and city employees or their agents) that will perform work at the site of the existence of the SWP2 plan and what action or precautions shall be taken while on-site to minimize the potential for erosion and the potential for damaging any BMP or pollution control. However, the permittee is ultimately responsible for ensuring compliance with this permit.

The permittee shall provide contractors who are responsible for installation, operation, or maintenance of any BMP a copy of or access to the SWP2 plan.

Part 8. TRANSFER OF OWNERSHIP

8.1 Transfer of Entire Permitted Area -

Coverage under and the requirements of this NPDES general permit are transferable but transfer is not automatic and must be authorized by KDHE. The current permittee and the new permittee shall complete a Notice of Transfer of Owner/Operator (NOTO) form, bearing original signatures, and submit to KDHE at the address given in Part 10 of this NPDES general permit.

The permittee named on the first page of the authorized NOI shall submit a Notice of Transfer of Owner/Operator (NOTO) bearing original signatures. If the original permittee is unavailable or unwilling to sign the NOTO (normally due to bankruptcy) the NOTO shall be filled out as much as possible and a cover letter explaining the situation submitted with the NOTO by the new owner.

Transfers shall be requested at least two weeks in advance of transfer of ownership or operational control to ensure KDHE has authorized the transfer and/or provisions that needed to be addressed by the two parties covering continued responsibility by the original permittee until such time as KDHE formally authorizes the permit transfer.

8.2 Partial Permitted Area Transfer of One (1.0) or More Acres -

If ownership or operational control of a contiguous area,

one (1.0) or more acres in size, within the overall project or subdivision area is sold or otherwise transferred by the permittee to another party, then a new complete request for Authorization for the area being sold or otherwise transferred shall be submitted in accordance with Part 4 of this NPDES general permit. This procedure is required for all projects including residential, commercial and industrial subdivisions. Lots for construction of residential homes of greater than one (1.0) acre can utilize procedures under this section or under Part 8.3. Previous clearances issued for the original permitted project area (e.g., Kansas Historical Society, Kansas Department of Wildlife, Parks and Tourism, United States Army Corps of Engineers) may be referenced.

8.3 Partial Permitted Area Transfer of Less Than One (1.0) Acre or a Residential Home Lot -

Both the permittee and the new owner or operator who obtains ownership of a lot or contiguous portion of an overall permitted area that is less than one (1.0) acre in size shall jointly complete an Individual Lot Certification (ILC) form for each lot, lots or portions sold or otherwise transferred, or shall incorporate requirements into the contract for sale that are equivalent to those specified on the ILC form. The ILC or equivalent statements in the contract for sale do not constitute a transfer of the Authorization to discharge. The agreement is between the new owner or operator of the lot or portion and the permittee to implement the SWP2 plan and the conditions of the general NPDES permit cooperatively, however, the original permittee maintains responsibility for discharges from the project site.

The permittee shall maintain the ILC form or a copy of the contract for sale covering the same requirements either on-site or at the Records Address location identified in Section I of the NOI. The permittee shall provide ILC forms or copies of contracts for sale to KDHE, EPA, or any other government agency upon request.

Part 9. PROJECT COMPLETION

The permittee shall notify KDHE of the project completion by submitting a Notice of Termination (NOT). The permittee shall sign the NOT and mail it to KDHE at the address given in Part 10 of this NPDES general permit.

When the soil disturbing activities are complete and final stabilization of all disturbed areas has been achieved, the permittee can terminate coverage under this NPDES general permit by submitting the NOT. The project is considered to be stabilized when perennial vegetation, pavement, buildings, or structures using man-made materials cover all areas which have been disturbed. Vegetation must have a density of at least 70 percent of the density of undisturbed areas at or near the site.

For projects disturbing agricultural land, disturbed areas

that are restored to their preconstruction agricultural use are not subject to the above stabilization criteria. Areas that are not being returned to preconstruction agricultural use, must meet the conditions for final stabilization in this Part.

For subdivision development projects, termination of coverage may be requested after three years, provided the entire subdivision is stabilized and the rate of home construction disturbs less than one (1.0) acre per year (approximately 5 lots) or less than one (1.0) acre of land remains to be developed (approximately 5 lots).

Part 10. GENERAL REQUIREMENTS OF THIS PERMIT

10.1 Records -

The permittee shall maintain all records required by this NPDES general permit for a period of three (3) years following the date on the NOT. All records shall be kept on-site or in a readily available location identified in the NOI until final stabilization has been completed. After final stabilization has been completed, records may be maintained at the permittee's main office.

Records shall be readily available during normal business hours.

Records which shall be maintained by the permittee include, but are not limited to:

- The NOI indicating the Authorization by KDHE to discharge stormwater runoff from the construction activities and supporting documentation used to apply for authorization under this NPDES general permit;
- the SWP2 plan for the construction site named in the Authorization to discharge stormwater runoff, and any amendments to the SWP2 plan;
- all site inspection records;
- any clearance letters, from KDWP&T, KSHS, COE, or any other agency providing clearance;
- Individual Lot Certification (ILC) forms or portions of the contract for land sale with equivalent wording; and
- a copy of the Notice of Termination submitted to KDHE.

Except for data determined to be confidential *under 33 USC Section 1318*, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Department. Effluent data shall not be considered confidential. Knowingly making any false statement on any such report or tampering with equipment to falsify data may result in the imposition of criminal penalties as provided for in 33 USC Section 1319 and KSA 65-170c.

10.2 Contact Address -

All notifications, forms, reports, or other correspondence which must be submitted to KDHE as required by this NPDES general permit shall be sent to:

Kansas Department of Health and Environment
Bureau of Water, Industrial Programs Section
1000 SW Jackson, Suite 420
Topeka, KS 66612 - 1367

Applicants can download copies of all forms, references, or the NPDES general permit from the [KDHE Stormwater Website](http://www.kdheks.gov/stormwater/index.html) at:

<http://www.kdheks.gov/stormwater/index.html>

or can be requested by e-mail to KDHE at:

stormwater@kdheks.gov

10.3 Duty to Comply -

The permittee shall comply with all conditions of this NPDES general permit. Any noncompliance with this NPDES general permit constitutes a violation of the CWA, K.S.A. 65-164 and 65-165, and/or K.A.R. 28-16-28 et seq. Noncompliance may result in enforcement action; revocation/termination of this authorization; or amendment of this authorization.

It shall not be a defense for a permittee in an enforcement action to contend that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the conditions of the NPDES general permit.

After implementation of the stormwater pollution prevention plan, if stormwater discharges adversely affect water quality, or cause violations of any other provision of this NPDES general permit, the permittee shall modify and implement the stormwater pollution prevention plan to address the non-compliance.

Failure to comply with the requirements of the NPDES general permit may subject the permittee to enforcement actions including revocation/termination of the authorization to discharge under this NPDES general permit, a requirement to discontinue the permitted activity, fines and/or possible imprisonment.

Failure to pay the annual permit fee will result in revocation/termination of the construction stormwater discharge Authorization.

10.4 Duty to Provide Information and Site Access -

The permittee shall furnish to KDHE; the EPA; or any local agency having jurisdiction for any aspect of the project, any information which is requested to determine compliance with this NPDES general permit.

When the permittee becomes aware they failed to submit any relevant facts or submitted incorrect information to KDHE, they shall promptly submit such facts or information to KDHE at the address given in Part 10.

The permittee shall allow the Director or an authorized representative of KDHE, the EPA, or, local agency having jurisdiction over the project, upon the presentation of proper credentials and other documents as may be required by law, to:

- enter upon the site where a regulated construction project or activity is located or conducted or where records must be kept under the conditions of this NPDES general permit;
- obtain samples of any discharge to waters of the State;
- have access to and copy at reasonable times, any records which must be kept under the conditions of this NPDES general permit; and
- inspect the construction site and any facilities or equipment (including monitoring equipment, stormwater controls, and BMPs).

10.5 Signatory Requirements -

The Notice of Intent (NOI), the Notice of Termination (NOT), and the Notice of Transfer of Owner/Operator (NOTO) shall be signed by the owner, operator, or designee. All forms, reports, or other correspondence which must be submitted to KDHE as required by this NPDES general permit shall be signed by the permittee or a duly authorized representative.

10.6 Chemical and Sewage Spills -

In case of a spill emergency call:

U.S. EPA National Response Center:
(24 hours a day) (800) 424-8802

Kansas Division of Emergency Management: (KDEM)
(24 hours a day) (785) 296-8013
or (800) 275-0297

Website: www.ksready.gov
KDHE: (24 hours a day) (785) 296-1679

10.7 Hazardous Substance and Oil Spill Reporting -

The permittee or authorized representative is required to notify the U.S. EPA National Response Center (800-424-8802) in accordance with the requirements of 40 CFR 117 and 40 CFR 302 as soon as the discharge of any hazardous substance or oil in excess of the reportable quantity has been discovered. A reportable quantity of oil is the quantity which causes a "film or sheen upon or discoloration of the surface of the water or adjoining shorelines or causes a sludge or emulsion to be deposited

beneath the surface of the water or upon adjoining shorelines." Reportable quantities for hazardous substances are listed in the cited CFRs.

The permittee is also required to notify the Local Emergency Planning Agency and the [Kansas Division of Emergency Management](#) (KDEM) at the phone numbers and/or website listed above in permit paragraph 10.6.

Nothing in this permit shall be construed to preclude the initiation of any legal action or relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject to under 33 USC Section 1321 or KSA 65-164 et seq.

10.8 Sewage, Wastes, Materials, and Substances Spill Reporting -

Any discharge or escape of sewage, substances, materials, or wastes, as set forth in K.S.A. 65-171d, which are, or threaten to contaminate or alter any of the properties of the waters of the State or pollute soil in a detrimental, harmful, or injurious manner or create a nuisance, shall immediately be reported to the Kansas Department of Health and Environment at (785) 296-1676. The report shall be made by the permittee, or the owner of the spilled materials, or their respective authorized representative.

In the case of discharges under conditions other than those allowed in a valid NPDES permit, the report shall be made by the permittee or an authorized representative. The report shall be made by telephone to [KDHE](#) at 785-296-1679 in accordance with K.A.R. 28-48-1 et seq.

Nothing in this NPDES general permit shall be construed to preclude KDHE's institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under the CWA (33 U.S.C. Section 1321); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); K.S.A. 65-161 et seq.; or under state or federal statutes or regulations governing oil or hazardous substances or wastes.

10.9 Requiring a Different NPDES Permit -

The Director may require the permittee to apply for and obtain an individual permit or different general permit if:

- the permittee is not in compliance with the conditions of this NPDES general permit;
- the discharge no longer qualifies for this NPDES general permit due to changed site conditions or regulations; or
- information becomes available which indicates water quality standards have been, or may be violated.

The permittee will be notified in writing of the need to apply for an individual permit or a different NPDES general permit. When an individual permit or different general permit is issued to the authorized permittee, this NPDES general permit is automatically revoked/terminated upon the effective date of the individual or different general permit, whichever the case may be.

Part 11. STANDARD CONDITIONS

In addition to the conditions specified in this NPDES general permit, the permittee shall comply with the following Standard Conditions.

11.1 Proper Operation and Maintenance -

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the requirements of this NPDES general permit, Kansas law, and Federal law. Proper operation and maintenance also includes adequate laboratory controls, if applicable, and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the requirements of this permit. Pollution control systems, erosion control measures or best management practices which require maintenance shall be maintained, repaired or replaced in a timely manner to avoid discharging stormwater runoff laden with pollutants or sediment which adversely impacts water quality.

The permittee shall take all necessary steps to minimize or prevent any adverse impact to human health or the environment resulting from noncompliance with any requirements specified in this permit, including any monitoring as necessary to determine the nature and impact of the stormwater discharge. When necessary to maintain compliance with the permit requirements, the permittee shall halt or reduce those activities under its control.

When necessary to achieve compliance with the terms and conditions of this NPDES general permit, the permittee shall install, operate and maintain backup systems or auxiliary facilities to supplement the erosion control measures and best management practices proposed in the NOI.

11.2 Severability -

The provisions of this NPDES general permit are severable. If any provision of this NPDES general permit or any circumstance is held invalid, the application of such provision to other circumstances and the remainder of the NPDES general permit shall not be affected thereby.

11.3 Permit Modifications and Terminations -

As provided by KAR 28-16-62, after notice and opportunity for a hearing, this permit may be modified, suspended or revoked or terminated in whole or in part during its term for cause as provided, but not limited to those set forth in KAR 28-16-62 and KAR 28-16-28b through g.

The permittee shall furnish to the Director, within a reasonable amount of time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish upon request, copies of all records required to be kept by this permit. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

11.4 Change in Discharge -

All discharges authorized herein shall be consistent with the requirements and conditions of this NPDES general permit.

The SWP2 plan shall be amended or modified to reflect significant changes to the project and/or the stormwater discharges in accordance with the applicable requirements of Part 7.3 of this NPDES general permit.

11.5 Discovery During Construction -

In the event contaminated soil, groundwater contamination, or contamination from hazardous substances are discovered at the site during construction activities, the permittee shall report the discovery to KDHE verbally within 24 hours to (785) 296-5549, and within 5 business days in writing at the stated address in Part 10 of this NPDES general permit. Until site evaluations have been completed and instruction has been provided by KDHE, construction activities in the contaminated area shall cease and additional provisions shall be provided to immediately mitigate discharges from the contaminated area.

Any discovery during construction activities of threatened or endangered species on the site or in the downstream receiving waters, or of a historical or archeological site, that were not previously identified or addressed in the SWP2 plan needs to be reported to the KDWP&T or KSHS and KDHE - Bureau of Water. Until site evaluations have been completed and instruction has been provided by the appropriate agencies, construction activities in the affected area shall cease.

If soil contamination, hazardous substances, threatened or endangered species, or historical or archeological sites are discovered during construction activities, the SWP2 plan shall be modified or amended to reflect this new information in accordance with the requirements and conditions of Part 7.3 of this NPDES general permit.

11.6 Removed Substances -

Solids, sludge, sediment, filter backwash, or other pollutants removed in the course of treatment or control of stormwater runoff shall be properly managed, utilized, and/or disposed of in accordance with applicable statutes and regulations to prevent pollution of surface water, groundwater, or soil.

11.7 Civil, Criminal, and Administrative Liability -

Kansas law provides for civil and criminal punishment including fines and imprisonment for violations of this NPDES general permit. The permittee shall comply with all requirements of this NPDES general permit. Except as authorized in paragraph 11.10 below, nothing in this permit shall be construed to relieve the permittee from administrative, civil or criminal penalties for noncompliance as provided for in KSA 65-161 et seq., and 33 USC Section 1319.

11.8 Property Rights -

The issuance of this NPDES general permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property, nor any invasion of personal rights, nor any infringement or violation of Federal, State or local laws or regulations. This NPDES general permit in no way reduces or eliminates the permittee's responsibilities to landowners whose property may be traversed by stormwater runoff from the project site either before, during, or after construction of the planned project. It is the permittee's responsibility to obtain any necessary approvals from any affected property owner.

11.9 Duty to Mitigate -

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this NPDES general permit which has a reasonable likelihood of adversely affecting human health or the environment.

11.10 Bypass -

Any diversion or bypass of facilities necessary to maintain compliance with this NPDES general permit is prohibited except where necessary to prevent loss of human life, personal injury, or severe property damage, and where no feasible alternative to the bypass exists.

Any bypass which occurs during construction activities which may affect a threatened or endangered species, or a historical or archeological site, on site or in the receiving water body, shall be reported to KDHE verbally within 24 hours to (785) 296-5549, and within 5 business days in writing at the stated address in Part 10 of this NPDES general permit.

If a bypass occurs during construction activities, the SWP2 plan shall be modified or amended to prevent future occurrences in accordance with the requirements and conditions of this NPDES general permit.

ENDNOTES

1. The NPDES general permit, application forms, guidance material, the rainfall erosivity waiver application, and reference material is available on the KDHE Stormwater Website at www.kdheks.gov/stormwater. The website also provides links to EPA guidance documents and the instructions for the rainfall erosivity calculation, Fact Sheet 3.1 - Storm Water Phase II Final Rule Construction Rainfall Erosivity Waiver

Material available on the KDHE Stormwater Website www.kdheks.gov/stormwater includes; the NPDES general Permit; Notice of Intent; Notice of Termination; Notice of Transfer of Owner/Operator; Individual Lot Certification form; and the Definitions and Acronyms; in Adobe Acrobat Reader format (pdf).

Reference material available on the KDHE Stormwater Website at www.kdheks.gov/stormwater includes the Fact Sheet: Rainfall Erosivity Waiver Application; a list of Exceptional State Waters, Special Aquatic Life Use Waters and Outstanding National Resource Waters, and a link to the current Kansas Surface Water Register and maps.

2. The owner or operator must determine whether discharging stormwater runoff from construction activities on the site is subject to any local applicable requirements. To determine the local requirements applicable to each construction project, the owner or operator must contact the local Municipal Separate Storm Sewer System (MS4) operator. A list of MS4 operators who have or may be required to have a local stormwater pollution prevention program is available on the KDHE Stormwater Website at www.kdheks.gov. This list is provided and maintained for information only, and will not necessarily include all MS4 operators with a local program.

3. If the applicant is uncertain if the project is located on Indian Country land, please contact the Bureau of Indian Affairs Southern Plains Regional Office, Natural Resources Department at (405) 247-6673 and the EPA Region VII Tribal Program at (913) 551-7381 or (913) 551-7069. EPA is the permitting authority on Indian Country land. To request authorization to discharge stormwater runoff from construction activities conducted on Indian Country land, the applicant must contact EPA.

4. To determine if your project is located near one of these areas find the stream segment(s) or lake(s) which receive(s) the stormwater runoff on the Kansas Surface Water Register Maps, then check the designated uses of the stream segment(s) or lake(s) in the Kansas Surface Water Register. Applicants can download a copy of the Surface Water Register from the KDHE Stormwater Website at www.kdheks.gov/stormwater. At the time of this general NPDES permit issuance there were no Critical Water Quality Management Areas established. The stormwater website at: www.kdheks.gov/stormwater includes the most current list should an area be established.

5. The referenced guidance documents are available on-line at: <http://nepis.epa.gov/> and <http://cfpub.epa.gov/npdes/stormwater/const.cfm>. Links to the referenced guidance are also available at the KDHE website: <http://kdheks.gov/stormwater>.

6. Certification as a professional in erosion and sediment control is available through CPESC, Inc. CPESC information can be obtained through the internet at www.cpesc.org, or by calling (828) 655-1600. For other additional educational opportunities and information, contact the International Erosion Control Association at www.ieca.org or by calling (800) 455-4322.

7. Routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility that disturbs less than 5 acres is not considered to be construction activity, and therefore is not subject to construction stormwater permitting requirements.

CLEARANCE LETTERS FROM STATE AGENCIES



6425 SW 6th Avenue
Topeka KS 66615

phone: 785-272-8681
fax: 785-272-8682
cultural_resources@kshs.org

Sam Brownback, Governor
Jennie Chinn, Executive Director

KSR&C # 15-10-129
October 23, 2015

David Lotz
Continental Consulting Engineers, Inc.
Via Email

Re: NOI for Demolition of Indian Springs Mall 4601 State Ave, Kansas City –Wyandotte County

The Kansas State Historic Preservation Office has reviewed the materials received October 21, 2015 in accordance with KDHE's requirement for a Notice of Intent. According to our records there are no historic properties or areas of concern within the project area. Our office has no objection to the implementation of the project. If, however, any federal funds are to be used or if any federal permits might ultimately be required, the applicant will be required to comply with 36 CFR 800.

Please refer to the Kansas State Review & Compliance number (KSR&C#) listed above on any future correspondence. If you have any questions concerning this review, please contact Sarah Hunter at 785-272-8681 ext. 225 or shunter@kshs.org.

Sincerely,

Jennie Chinn
State Historic Preservation Officer

Patrick Zollner
Director, Cultural Resources Division
Deputy State Historic Preservation Officer

David Lotz

From: Cordes, Zackary [zackary.cordes@ksoutdoors.com]
Sent: Wednesday, October 28, 2015 2:32 PM
To: dl@ccengineers.com
Subject: KDWPT Review: Demolition of Indian Springs Mall in WY Co. (20121541-2)

Dear Mr. Lotz,

We have reviewed the information for the proposed demolition of the Indian Springs Mall (WY Co. Section 7-T11S-R25E). The project was reviewed for potential impacts on crucial wildlife habitats, current state-listed threatened and endangered species and species in need of conservation, and Kansas Department of Wildlife, Parks, and Tourism managed areas for which this agency has administrative authority.

We provide the following comments and general recommendations, when applicable:

- **Avoid impacts to existing streams and rivers, adjacent riparian zones, wetlands, and native prairie and woodland areas.**
- **Incorporate principles of low impact development (LID), such as permeable asphalt pavement, porous concrete, swales, bioretention, or raingardens. More info. on LID:**
<http://www.epa.gov/owow/NPS/lid/>
- **Implement and maintain standard erosion-control Best-Management-Practices during all aspects of construction by installing sediment barriers across the entire construction area to prevent sediment and spoil from entering aquatic systems. Silt fences used in conjunction with sandbags is the preferred barrier, but hay bales can be used if properly staked. Barriers should be maintained at high functioning capacity until construction is completed and vegetation is established.**
- **Protect storm drain inlets from soil and debris with concrete blocks and gravel, sandbags, or fabric barriers. These barriers slow runoff to prevent soil and debris from entering the drain while allowing water to pass through.**
- **Reseed disturbed areas with native warm-season grasses, forbs, and trees.**

Results of our review indicate there will be no significant impacts to crucial wildlife habitats; therefore, no special mitigation measures are recommended. The project will not impact any public recreational areas, nor could we document any potential impacts to currently-listed threatened or endangered species or species in need of conservation. No Department of Wildlife, Parks, and Tourism permits or special authorizations will be needed if construction is started within one year, and no design changes are made in the project plans.

Since the Department's recreational land obligations and the State's species listings periodically change, if construction has not started within one year of this date, or if design changes are made in the project plans, the project sponsor must contact this office to verify continued applicability of this assessment report. For our purposes, we consider construction started when advertisements for bids are distributed.

Please consider this email our official review for this project. Thank you for the opportunity to provide these comments and recommendations. Please let me know if you have any questions or concerns about the preceding information.

Please direct all review materials electronically to ess@ksoutdoors.com to streamline the review process for all parties.

10/28/2015

ZC

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Zackary Cordes
Biologist, Ecological Services
Kansas Department of Wildlife, Parks & Tourism
512 SE 25th Ave.
Pratt, KS 67124
Office: 620-672-0822
Cell: 785-410-9652

No virus found in this message.
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Version: 2015.0.6173 / Virus Database: 4455/10903 - Release Date: 10/28/15

SPECIAL CONDITIONS

SPECIAL CONDITIONS - PROJECT CONDITIONS AND REQUIREMENTS

PART 1 - GENERAL

- 1.01 SCOPE:** This section lists specific conditions and requirements that are a part of this project.
- 1.02 NOTIFICATION OF ADJACENT OWNERS:** If the proposed construction affects an existing curb, sidewalk, improved lawn, driveway approach or other improvements within the adjacent right of way, the Contractor shall contact the affected property owners. Contact shall include a door hanger or hand delivered flyer using the form printed at the end of this section. Contact shall be made no more than 5 days or less than 2 evenings before the start of construction at the affected property.
- 1.03 UTILITIES:** Major utility improvements or modification proposed by utility companies during the construction period are listed below. Location conflicts may still occur. Minor coordination and protection of existing utilities and services are not listed. Contractor shall coordinate his schedule to accommodate utility work.

BPU Water: The BPU Water Service Department shall disconnect the existing 12” water main at State Avenue and Orville Avenue. The existing 12” water main shall be abandoned in place. The BPU Water Service Department is expected to salvage existing fire hydrants. The contractor shall remove all water main piping that interferes with the proposed grading. Any water main piping so removed shall be hauled to an approved off-site waste disposal area.

Kansas Gas Service: Kansas Gas Service to excavate and cap the existing 4” steel gas main at the south right-of-way of State Avenue. The existing 4” steel gas main to be abandoned in place. The contractor shall remove all gas main piping that interferes with the proposed grading. Any gas main piping so removed shall be hauled to an approved off-site waste disposal area.

Public Sanitary Sewer Main and Private Service Connections: The Public Sanitary Sewer Main serving the shopping mall is located primarily within the existing double 8’ x 6’ RCB and extends beneath the mall. The exact location of private service connections is unknown at this time. The Unified Government is currently contracting with an outside provider to video the sanitary sewer main to determine the location of the private service connections. In addition, it is anticipated that the contractor may encounter sanitary sewer cleanouts that extend from the public sanitary sewer main located in the double 8’x 6’ RCB that extend above grade. The contractor shall exercise caution when excavating below the surface of the existing ground. Should any unknown piping be encountered during excavation, the contractor shall stop grading operations and contact the owner’s representative for directions concerning how to proceed.

1.04 SITE USE BY OTHER CONTRACTORS: Other public, capital improvements that are scheduled to be completed by City crews or other contractors during the construction period are listed below.

None.

1.05 ABATEMENT AND DISPOSAL ITEMS: A partial list of removals and disposal items specifically included in the abatement and disposal bid items is given below. This list supplements the identification of removal items and general removal requirements.

The Hazardous Material Survey dated July 12, 2012, by Tetra Tech EM, Inc. lists five (5) main categories of hazardous waste including Asbestos (ACM), PCB's, Lead (LBP), Mold, and Household Hazardous Wastes (HHW).

LBP'S

Testing for LBP'S indicated that all materials sampled were below a threshold level of 1.0 mg/cm² and remediation and removal is not required prior to demolition and is therefore not part of this project.

MOLD

While Mold is present throughout numerous locations within the Mall, remediation is not necessary prior to demolition and is therefore not part of this project

HHW

All HHW's were removed during a prior phase of this project. Should the Contractor encounter any suspect HHW materials during the demolition of the building, notify the owner's representative for further direction.

The following is provided as clarification with regards to several of the items on the Household Hazardous Waste Survey Inventory:

1. **Escalators.** Hydraulic fluids and any other items characterized as HHW were removed during a prior phase. The escalators were left in place for possible salvage with this project.
2. **Elevators.** Hydraulic fluids and any other items characterized as HHW were removed during a prior phase. The elevators were left in place for possible salvage with this project.
3. **A/C Units.** Freon and any other items characterized as HHW were removed during a prior phase. The A/C units were left in place for possible salvage with this project.
4. **Cooling Tower.** Fluids and any other items characterized as HHW were removed during a prior phase. The Cooling Tower was left in place for possible salvage with this project.

5. **Boilers.** Fluids and any other items characterized as HHW were removed during a prior phase. The boilers were left in place for possible salvage with this project.
6. **Water Fountain.** Fluids and any other items characterized as HHW were removed during a prior phase. The Water Fountains were left in place for possible salvage with this project.

ASBESTOS

The Asbestos Survey and Summary Tables identify numerous items for Abatement and Removal. All Asbestos was believed to be removed during a prior phase of this project with the exception of fire proofing along the top framing and exterior vertical columns of the southernmost building (Old Dillard's) and all asbestos identified in roofing materials throughout the mall. Should the Contractor encounter any suspect Asbestos materials during the demolition of the building, notify the owner's representative for further direction.

The following is provided as clarification with regards to several of the items within the Asbestos Survey, Summary Tables, Assumptions and Deviations.

1. **Suspect electrical wiring wrap.** This material is not considered friable and can be demolished with the building.
2. **Gaskets** surrounding piping were removed during a prior phase.
3. **Suspect asbestos-containing fire doors.** Fire doors with suspect asbestos containing materials were found throughout the mall but were not sampled during the original Hazardous waste survey. The contractor shall hire an approved asbestos abatement contractor to obtain samples and have them tested for asbestos. Should asbestos be found above typical threshold levels, the doors shall be removed and hauled to a disposal site able to accept non-friable asbestos.
4. **Elevator Equipment.** Elevator brake pads with suspect asbestos containing materials were removed during a prior phase.
5. **ACM roofing materials.** ACM roofing materials to include black roll roof shingle, grey roof tar, and dark black roof tar were not removed during the prior phase and shall be removed with this contract.

PCB'S

All PCB's were removed during a prior phase of this project. Should the Contractor encounter any suspect PCB materials during the demolition of the building, notify the owner's representative for further direction.

1.06 LIMITS OF REMOVAL: Limits of removal items for which a separate bid item is provided are listed below.

Separate LUMP SUM bid items have been provided for the removal and disposal of ACM materials as outlined in the Hazardous Material Survey dated July 12, 2012,

by Tetra Tech EM, Inc. Clarifications to certain items contained within the Hazardous Materials Survey have been addressed in item 1.05 above.

1.07 TRAFFIC CONTROL: Specific traffic control requirements are listed below.

Traffic Control is subsidiary to the LUMP SUM bid items. The Contractor shall provide Traffic Control for approval of the UG when work will impact either pedestrians or the travelling public.

1.08 LAWN RESTORATION: Unless otherwise indicated on the drawings, sod will be required for restoration of dense well maintained lawns. Other grassed locations may be restored by seeding and mulching.

None Required.

1.09 Right of Way Permit: A Right of Way use Permit is not required for this project.

1.10 Land Disturbance Permit: A Unified Government Land Disturbance permit and a KDHE construction site discharge permit are required for this project.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SPECIAL CONDITIONS - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SCOPE: This section lists bid items, their unit of payment, method and limits of measurement, and subsidiary work included in the pay item.

1.02 ENTIRE COST: The unit prices shown in the bid shall reflect the entire cost for the construction of the complete work, in conformance with the plans and specifications. Cost for items called for in or reasonably inferred as necessary from the contract documents, for which a specific unit price is not listed in the bid, shall be included in the price for the closest applicable items.

1.03 TYPICAL NON-PAY ITEMS: Items called for in the contract documents, for which a specific unit price is not typically listed in the bid, include, but are not limited to, items listed below. Timely completion of such non-pay items shall be a condition for approving progress payments.

1. Mobilization, bonds, insurance, permits, licenses, and project sign;
2. Contractor's supervision, project sign, progress schedules, other submittals, process control tests, and site meetings;
3. Environmental controls - erosion control, dust control, and clean up;
4. Parking control;
5. Photographic record;
6. Job site water, electrical power, trash, and sanitary services;
7. Construction staking and layout;
8. Protection and restoration of existing improvements and utilities;
9. Protection and repair of completed portions of the work;
10. Correction of defective work;
11. All matching, fitting, adjustment, and ancillary construction necessary to complete the work shown in the contract documents.

1.04 INSPECTIONS AND TESTS: The Supplemental General Conditions establish the responsibility for performing various tests and inspections. Tests that are the responsibility of the Contractor and his suppliers are subsidiary to the related item.

1.05 DEFINITIONS: In this section the following words shall have the meanings specified:

1. **Subsidiary:** Work required for completion of the project or portion of the project as described in the contract documents, for which a direct pay item is not listed in the bid proposal. Direct measurement of subsidiary work may be impractical or identical to an established pay item or may be subject to variation based on the contractor's selected methods. Costs for subsidiary work shall be included in the bid price for the related listed bid item.
2. **Plan quantity:** For items measured by plan quantity the final quantity for payment shall be the quantity listed in the bid except under the following conditions:
 - a. Quantity is increased or decreased by change in scope directed in writing by the Engineer. Final pay quantity shall be adjusted by the calculated quantity increase or decrease so directed. No threshold amount will apply to plan measurement pay quantity adjustments when due to change in scope directed in writing.
 - b. In the absence of directed change, the actual installed and accepted quantity varies from estimated bid quantity by more than the threshold amount listed in General Condition 15.1. (Subject to supersedence by the General Conditions or Supplemental General Conditions, the threshold variation in quantity is 15% above or below bid amount and adjustments in quantity shall be the amount above 115% or below 85% of the bid amount.)
3. **Field quantity:** For items measured by field quantity the final quantity for payment shall be the amount actually installed and accepted as measured in the field by the methods described. Linear measurement (both direct linear pay items and component measurement for area pay items) shall be taken with a retractable, steel tape, or with a self-recording roller wheel. Measurement tape shall be either continuously supported on a plane surface or pulled tight with minimum sag when measured across uneven surfaces.
4. **Linear foot (L.F.):** Distance in feet of installed and accepted work, measured along the slope of the named linear element.
5. **Square yard (S.Y.):** Area in square yards of installed and accepted work, measured along the slope. Calculations shall be a sum of the component rectangles and triangles comprising the area.
6. **Each:** One complete and discrete application of the item. Measurement shall be the count of installed and accepted applications.
7. **Cubic yard (C.Y.):** Volume in cubic yards of accepted material, calculated by a mutually acceptable mathematical algorithm.
8. **Ton:** Weight measurement in tons of installed and accepted material,

measure shall be sum of certified weight tickets issued by the material vendor or by a certified public scale for material accepted and incorporated into the work. A short ton, equal to 2,000 pound avoirdupois, shall be used.

9. Lump sum (L.S.): The total work required for the described item, no separate measurement shall be made. Lump sum items that may be correlated with time will not be reduced for early completion, nor increased for late completion when the delay is due to contractor default or due to any of the reasons for permissible time extension listed in General Condition 18.4.

1.06 STANDARD PAY ITEM: Unless specifically altered by the Special Provisions the unit and limits of measurement and a partial description of subsidiary work shall be as specified below, as listed in the bid form. Items defined below but not listed on the bid shall not be pay items for this project. Other pay items may be listed in the Special Conditions. These descriptions are not intended as a complete specification of the work involved.

GENERAL

- **Traffic control:** Traffic control shall be subsidiary to the installation of the work for which control is required.
- **Erosion control:** Erosion control shall be subsidiary to the item for Earthwork.

DEMOLITION

- **Building:** Unit of measurement is lump sum. Partial payment shall be made on an estimated percentage complete. The demolition bid item includes all removals and abandonments necessary to remove all buildings and structures as indicated on the Demolition Plans. Such Demolition shall include all building contents and any incidental appurtenances attending these buildings or structures including, but not limited to, paving, sidewalk, retaining walls, electrical and mechanical equipment.

Building(s) and attached appurtenances shall be torn down and removed in their entirety. Every building element used in the foundation construction including but not limited to caissons, piers, columns, footings, foundation walls, shear walls, floor slabs, footing shear keys, and any and all walls and slabs below grade.

All Building Materials and Building Content including existing rubbish, trash and junk inside and outside each building, any above ground or below ground tanks and all material and debris from the demolished structures shall be removed from the site and shall be disposed of at a legal landfill in accordance with all applicable City, State, and Federal Laws and

Regulations. Cutting, loading, hauling, disposal, and protection of public are subsidiary to this item.

- **Asbestos:** Unit of measurement is lump sum. Partial payment shall be made on an estimated percentage complete. The Asbestos Abatement bid item includes the characterization, testing and removal of all ACM material and any incidental demolition required to access said materials.

A Hazardous Material Survey has been completed for the vacated shopping mall. The Hazardous material Survey is dated July 12, 2012, by Tetra Tech EM, and is supplemented by additional testing dated November 2, 2012. Prior to any demolition, the contractor shall obtain a copy of said survey and familiarize themselves with the contents of each storefront and mall substructure. The majority of all hazardous waste material has been removed from the shopping mall with the exception of asbestos fireproofing along the top framing and along the exterior vertical columns of the southernmost building (Old Dillard's). In addition, there is roofing throughout the mall containing asbestos. Refer to Page 118 of the Hazardous Waste Survey.

All ACM and ancillary demolition materials shall be disposed of at a legal landfill in accordance with all applicable City, State, and Federal Laws and Regulations. Cutting, loading, hauling, disposal, and protection of public are subsidiary to this item.

EARTHWORK

- **Grading:** Unit of measurement is lump sum. This item shall include all materials and equipment required to bring the site to final grade in accordance with the Plans and Specifications including final surfacing. Testing, Testing coordination, material handling, transportation, wetting or drying of soil including water supply, compaction, cleanup, and fees or payments associated with placement of excavated materials are subsidiary to this item.

Salvage

- **Building Salvage:** Unit of measurement is lump sum. This item shall be a considered a deduct from the base bid contract. This item shall include all materials and equipment that the Contractor intends to keep or sell from the demolition of the subject building. This would be all items not sent to an approved landfill. The contractor assumes all liability for the removal and transport of all salvage materials including use of same by contractor or third party to whom materials are transferred or assigned.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

DRAWINGS