Tammy Dixon

From: James Beachner <jamesbeachner@gmail.com>
Sent: Thursday, November 13, 2014 8:44 AM
To: Tammy Dixon
Subject: KDHE Asbestos Form/Extension
Attachments: Coffeyville Demo Extension request.pdf

Good Morning Tammy,

I have attached a letter informing you and the City of Coffeyville that the KDHE 10 day request forms have been filled out and sent to the State of Kansas. The letter is also requesting a 2 week extension to JRB contracts.

Please let me know about the extension and as soon as the 10 day period is up, JRB Industries will be on the JOB!!!

Thank you,
Becky Beachner

JRB Industries, Inc.
P.O. Box 603
Parsons, Kansas 67357

November 13, 2014

City of Coffeyville
Attn: Tammy Dixon
P.O. Box 1629
Coffeyville, Kansas 67337

Re: KDHE 10 Day Notification Form

Dear Tammy,

This letter is being sent to inform you that we have submitted to the Kansas Department of Health and Environment the Asbestos Demolition 10 Day Notification Form. This form has been filled out on all structures listed on the contracts.

JRB Industries, Inc. picked up signed contracts November 7, 2014 and finished/mailed all paperwork to KDHE on Wednesday November 12, 2014. KDHE starts the 10 day waiting period from the postmark on envelope.

The reason for this letter is to request a 2 week extension to our contracts. ACM Removal, LLC with start the non-friable houses on November 24, 2014 and the friable houses start date will be December 1, 2014. JRB Industries will start November 22, 2014 after 10 day wait period on the Church, House and Basement located 1624 Elmwood, Coffeyville, Kansas.

Sincerely,

Becky Beachner

CA-3013

DEMOLITION CONTRACT

THIS AGREEMENT, entered into as of this 28th day of October, 2014, by and between the City of Coffeyville, Kansas, hereinafter referred to as "City" and JRB Industries, Inc., a Kansas corporation, hereinafter referred to as "Contractor".

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

1. The Contractor will commence and complete demolition operations for the property as described in Contractor's Demolition Bid (Packet 1) dated October 16, 2014, which was accepted by the City on October 28, 2014.

2. The Contractor will furnish all the materials, supplies, tools, equipment, labor and other necessary services for the completion of the demolition work in accordance with and as described in Exhibit A (Structure Demolition Specifications), which is incorporated herein by reference. Properties 1 and 15 have been removed from the demolition list.

3. The Contractor will commence the work on or around November 10, 2014 and complete the same by December 31, 2014, unless the period for completion is extended by City due to extreme and unforeseeable weather conditions that excuse performance during the weather event. Requests for weather-based extensions must be approved by the City Manager, in writing. Should the Contractor fail to complete the work by the completion date, then Contractor shall pay to the City as liquidated damages, and not as a penalty, the sum of $100.00 per calendar day of delay until the work is completed in its entirety, unless the time has been changed by change orders authorized by the City. Should a Certificate of Substantial Completion be issued for the work, it shall not be considered as a waiver of liquidated damages. Whatever sums may be due the City as liquidated damages shall be deducted from payments due the Contractor.

4. The City of Coffeyville will pay to the Contractor the sum of $61,550.00 upon satisfactory completion of the work, less applicable liquidated damages, if any.

5. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrator, successors and assigns.

6. Should the Contractor not complete the work described herein by the date of completion, or otherwise comply with the Structure Demolition Specifications, the City may suspend the work and, at in its sole discretion, re-bid or otherwise cause the work to be completed in such manner as City deems in its best interests.

IN WITNESS WHEREOF, The parties hereto have executed or caused to be executed by their duly authorized officials this agreement in two (2) sets, each of which shall be deemed an original on the date first above written.

Contractor: JRB Industries, Inc.

James R Beachner

James Beachner, President

Secretary:

Rebecca A. Beachner

City of Coffeyville, Kansas

James Falkner

James Falkner, Mayor

Attest:

Cindy Price

Cindy Price, City Clerk

CITY OF COFFEYVILLE
SEAL
MONTGOMERY COUNTY, KANSAS

CA - 3012

DEMOLITION CONTRACT

THIS AGREEMENT, entered into as of this 28th day of October, 2014, by and between the City of Coffeyville, Kansas, hereinafter referred to as "City" and JRB Industries, Inc., a Kansas corporation, hereinafter referred to as "Contractor".

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

1. The Contractor will commence and complete demolition operations for the property as described in Contractor's Demolition Bid (Packet 2) dated October 16, 2014, which was accepted by the City on October 28, 2014.

2. The Contractor will furnish all the materials, supplies, tools, equipment, labor and other necessary services for the completion of the demolition work in accordance with and as described in Exhibit A (Structure Demolition Specifications), which is incorporated herein by reference.

3. The Contractor will commence the work on or around November 10, 2014 and complete the same by December 31, 2014, unless the period for completion is extended by City due to extreme and unforeseeable weather conditions that excuse performance during the weather event. Requests for weather-based extensions must be approved by the City Manager, in writing. Should the Contractor fail to complete the work by the completion date, then Contractor shall pay to the City as liquidated damages, and not as a penalty, the sum of $100.00 per calendar day of delay until the work is completed in its entirety, unless the time has been changed by change orders authorized by the City. Should a Certificate of Substantial Completion be issued for the work, it shall not be considered as a waiver of liquidated damages. Whatever sums may be due the City as liquidated damages shall be deducted from payments due the Contractor.

4. The City of Coffeyville will pay to the Contractor the sum of $27,400.00 upon satisfactory completion of the work, less applicable liquidated damages, if any.

5. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrator, successors and assigns.

6. Should the Contractor not complete the work described herein by the date of completion, or otherwise comply with the Structure Demolition Specifications, the City may suspend the work and, at in its sole discretion, re-bid or otherwise cause the work to be completed in such manner as City deems in its best interests.

IN WITNESS WHEREOF, The parties hereto have executed or caused to be executed by their duly authorized officials this agreement in two (2) sets, each of which shall be deemed an original on the date first above written.

Contractor: JRB Industries, Inc.

James Beachner, President

Secretary:

City of Coffeyville, Kansas

James Falkner, Mayor

Attest:

Cindy Price, City Clerk

CITY OF COFFEYVILLE
SEAL
MONTGOMERY COUNTY, KANSAS