

SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION

AGENDA ITEM NO. 6

February 4, 1993

STAFF REPORT
(Final Plat)

CASE NUMBER: S/D 93-2 - SHADYBROOK COMMERCIAL ADDITION

OWNER/APPLICANT: City of Wichita, Attn: Steve Potucek, 8th Floor, 455 North Main, Wichita, KS 67202

SURVEYOR/ENGINEER: Savoy, Ruggles, & Bohm, P. A., Attn: Mark Savoy, 841 South Hillside, Wichita, KS 67211

LOCATION: South of 21st Street North and west of Hillside

SITE SIZE: 3.2 Acres

NUMBER OF LOTS

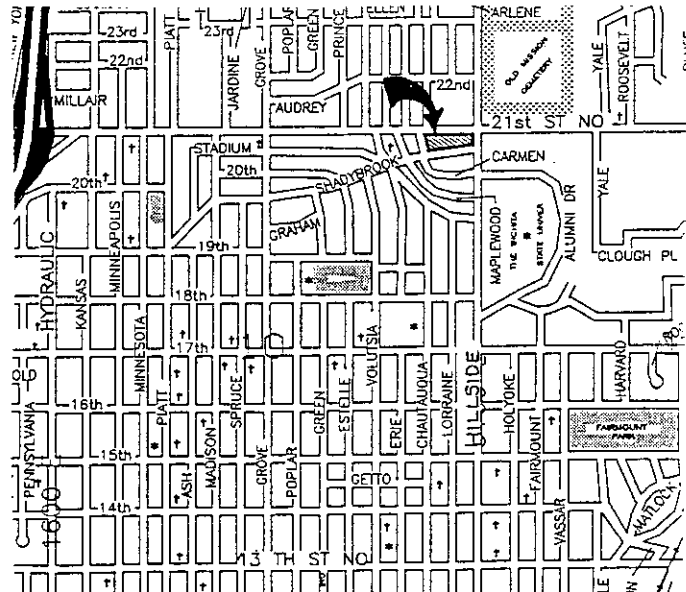
Residential:	
Office:	
Commercial:	3
Industrial:	
Total:	3

MINIMUM LOT AREA: 38,400 sq. ft.

CURRENT ZONING: "LC" and "RB"

PROPOSED ZONING: "LC" (Z-3088)

VICINITY MAP:



NOTE: This site is presently involved in a requested zone change to "LC" for the entirety of the site and a Community Unit Plan (CUP). Both the zone change and CUP are scheduled to be reviewed by the MAPC on February 11, 1993. As a final form only plat, if this plat is approved by the Subdivision Committee at its February 4, 1993 meeting, the final plat will also be on the MAPC's February 11, 1993 meeting date.

STAFF COMMENTS:

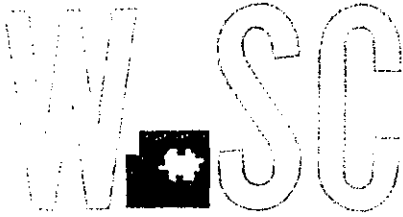
- A. Since a plat of a site, involved in a zone change and/or CUP, is expected to reflect any requirements of an approved zone change or CUP, approval of this plat shall be subject to approval of the associated zone change and CUP and any relevant platting requirements. As necessary, the final plat tracing shall reflect any necessary changes, and any conditions established during the plat's review shall be subject to any conditions established in regard to the zone change and CUP's approvals.
- B. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted. This guarantee shall also provide for the abandonment of the sanitary sewer line no longer being covered by a public utility easement. The final plat tracing shall, however, indicate a sufficient utility easement for the new sewer line.
- C. Traffic Engineering needs to indicate any traffic improvements needing to be guaranteed for this plat.
- D. The applicant is advised that at the time of site development the closure of those drives located in areas indicated as being platted for complete access control or openings in excess of the allowed number of openings will be required. Specifically, this would involve for Lot 3 the closing of one drive to Carmen and two drives to 21st Street North; for Lot 2 one drive to 21st Street North, and the drive to Shadybrook; and for Lot 1 one drive to 21st Street North, two drives to Hillside, and one drive to Shadybrook. As necessary the replacement of sidewalks, such as along Shadybrook Lane will also be required.
- E. The applicant shall guarantee any drainage improvements required by the platting of this property.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. On the final plat tracing, the typographical error (shown) in the Mayor's signature block shall be corrected.
- H. Although the existing buildings on this site are anticipated to be removed, the applicant is advised that any portion of an existing building located in a setback platted by this addition,

cannot be expanded and may only be maintained or remodeled and if removed, all new construction must observe the building setback.

- I. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- J. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- K. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- L. Recording of the plat within 30 days after approval by the City Council.
- M. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage plan.

Note: This plat has been submitted in final form only.

100 - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL -- TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202-1688
(316) 268-4421

February 10, 1993

*cc: Monty R.
Den G.
Norman J.*

Savoy, Ruggles, & Bohm, P.A. 652-7754
Attn: Mark Savoy
841 South Hillside
Wichita, KS 67211

Re: S/D 93-2 Shadybrook Commercial Addition (Final Plat)

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, February 4, 1993, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. Since a plat of a site, involved in a zone change and/or CUP, is expected to reflect any requirements of an approved zone change or CUP, approval of this plat shall be subject to approval of the associated zone change and CUP and any relevant platting requirements. As necessary, the final plat tracing shall reflect any necessary changes, and any conditions established during the plat's review shall be subject to any conditions established in regard to the zone change and CUP's approvals.
- B. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted. This guarantee shall also provide for the abandonment of the sanitary sewer line no longer being covered by a public utility easement. The final plat tracing shall, however, indicate a sufficient utility easement for the new sewer line.
- C. The applicant is advised that at the time of site development the closure of those drives located in areas indicated as being platted for complete access control or openings in excess of the allowed number of openings will be required. Specifically, this would involve for Lot 3 the closing of one drive to Carmen and two drives to 21st Street North; for Lot 2 one drive to 21st Street North, and the drive to Shadybrook; and for Lot 1 one drive to 21st Street North, two drives to Hillside, and one drive to Shadybrook. As necessary the replacement of sidewalks, such as along Shadybrook Lane will also be required.
- D. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- E. On the final plat tracing, the typographical error (shown) in the

Mayor's signature block shall be corrected.

- F. Although the existing buildings on this site are anticipated to be removed, the applicant is advised that any portion of an existing building located in a setback platted by this addition, cannot be expanded and may only be maintained or remodeled and if removed, all new construction must observe the building setback.
- G. Prior to this plat being submitted for City Council review, the applicant shall submit a letter from KG&E and Cablevision indicating that satisfactory arrangements have been made for the relocation of their facilities made necessary by the vacation of the existing easement.
- H. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- I. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- J. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- K. Recording of the plat within 30 days after approval by the City Council.

If this plat requires the guaranteeing of improvements a list of the five methods which have been adopted as being acceptable is available through the Planning Department. Also, certificates which are required if petitions are submitted and forms for the bond and irrevocable Letter of Credit are also available from this office.

The enclosed "marked" copy of the final plat is for your information and files.

This matter will be forwarded to the Planning Commission for its consideration on Thursday, February 11, 1993 at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,

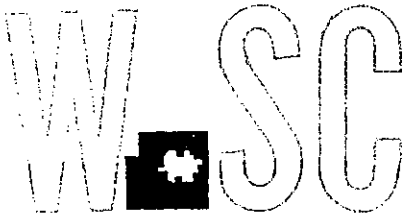


Don Losew
Senior Planner

DL:rh

cc: City of Wichita, Attn: Steve Potucek, 8th Floor, 455 North
Main, Wichita, KS 67202 ✓
Mike Lindebak, City Engineer

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202-1688
(316) 268-4421

February 12, 1993

cc

Savoy, Ruggles, & Bohm, P. A.
Attn: Mark Savoy
841 South Hillside
Wichita, Ks 67211

Re: S/D 93-2 - Shadybrook Commercial Addition (Final Plat)

Dear Mr. Savoy:

At the regular meeting of the Metropolitan Area Planning Commission on February 11, 1993, the above captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of February 10, 1993.

In addition to complying with those conditions, it is necessary that you meet the following requirements before this plat can be forwarded to the City Council for consideration:

1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
2. Submission of a check, made out to the Register of Deeds, covering the costs of any documents to be recorded as a requirement of platting.
3. Subdivision regulations now require a detailed Lot Grading Plan be submitted to Engineering prior to the tracing being released. This applies to all multi-lot and residential developers.

Please call if you have any questions.

Sincerely,

Don Losew
Senior Planner

DL:rh

cc: City of Wichita, Attn: Steve Potucek, 8th Floor, 455 North
Main, Wichita, KS 67202 ✓
Mike Lindebak, City Engineer

WICHITA SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202-1688
(316) 268-4421

February 16, 1993

*CC's
4 Women
Den
Monty*

City of Wichita
c/o Steve Potucek
455 N. Main, 8th Floor
Wichita, KS 67202

Re: DP-210 - SHADYBROOK COMMERCIAL C.U.P. and associated zone change, Z-3088,
"RB" to "LC", generally located on the southwest corner of Hillside and
21st Street.

Dear Steve:

At its regular meeting on February 11, 1993, the Metropolitan Area Planning Commission considered the above-captioned request. The action of the Planning Commission was to recommend that this application be approved, subject to the following conditions:

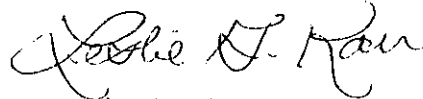
- a. The development of this property shall proceed in accordance with the development plan as recommended by the Planning Commission and approved by the governing body, and any substantial deviation from the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
- b. Any major changes in this development plan shall be submitted to the Planning Commission and to the City Council for their consideration.
- c. The transfer of title of all or any portion of the land included within the C.U.P. does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.

Please submit 12 folded copies of the C.U.P. no later than February 25, 1993, in order for this matter to be forwarded to the City Council for consideration at their regular meeting on March 9, 1993. This meeting will be held in the City Council Chambers, First Floor, City Hall, 455 N. Main, Wichita, Kansas, beginning at 9 a.m. We would remind you that planning items are considered after all other matters of business.

Steve Potucek
DP-210/Z-3088
Page 2

This is a reminder that the zoning notification signs should now be removed from the property. If you have any questions concerning this matter, please contact our office.

Sincerely yours,



Leslie G. Karr
Senior Planner

LGK:jcm

cc: Savoy, Ruggles & Bohm, 841 S. Hillside, 67211
John Gist, Wichita State University, Campus Box 2, 1845 Fairmount, 67208
Kurt Watson, P.O. Box 4, 67201
James Barfield, 1911 E. 21st St., 67203
Monty Robson

() Published in The Daily Reporter, March 10, 1993

SEALED BID - 33-16-4

Sealed bids will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to ten o'clock a. m., FRIDAY, MARCH 26, 1993. "Request For Formal Bid" form **MUST** be used to submit your bid for:

PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

Demolition, removal of structures, and clean-up of properties along Shadybrook, 2147 North Hillside and 3956 East Kellogg.

*KDHE
tank rem.
contam.*

AS PER SPECIFICATIONS

F.O.B. - Various Locations
Wichita, Kansas

Bids will be opened after ten o'clock a. m., in the Board Room, 1st Floor, City Hall, 455 North Main, Wichita, Kansas.

Specifications and bid forms are on file in the office of the City Purchasing Manager, 12th Floor, City Hall.

A **PRE-BID CONFERENCE** will be held in the Board Room, City Hall, 1st Floor, 455 North Main Street, Wichita, Kansas, on MONDAY, MARCH 15, 1993, at 11:00 A. M.

BID SECURITY in the amount of five per cent (5%) of the bid **MUST** be submitted with each bid. Bid Security shall be by a Bid Bond written by a Bonding Company approved by the United States Treasury Department and licensed to do business in the State of Kansas.

PERFORMANCE BOND, acceptable to the City of Wichita, in the amount of one hundred per cent (100%) of the contract must be furnished by the successful vendor.

A **LABOR & MATERIAL PAYMENT BOND** running to the State of Kansas in a sum of not less than the total of the contract, must be furnished by the successful vendor.

Dated at Wichita, Kansas, this 8th day of March, 1993.

G. J. Schuckman
Purchasing Manager

A T T E N T I O N

A PRE-BID CONFERENCE WILL BE HELD IN THE BOARD ROOM

ON THE FIRST FLOOR, CITY HALL

455 NORTH MAIN STREET, WICHITA, KANSAS

AT 11:00 A. M.

ON MONDAY, MARCH 15, 1993.

THE PURPOSE OF THIS MEETING WILL BE TO REVIEW

REQUIREMENTS AND SPECIFICATIONS

CONTAINED IN THIS BID PACKAGE AND TO CORRECT

ANY ERRORS OR TO MAKE ANY NECESSARY CHANGES.

ALL BIDDERS ARE ENCOURAGED TO REVIEW THE

SPECIFICATIONS PRIOR TO THIS MEETING

AND

ALL BIDDERS ARE URGED TO ATTEND.

* * * * *

NOTICE . . . NOTICE . . . NOTICE

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated, during employment, without regard to race, color, sex, religion, national origin, ancestry, handicap, marital status, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification.

2. Section 2.12.900, et. seq., of the Code of the City of Wichita, Kansas, and the Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) require every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

- a. Observe the provisions of Section 2.12.900, et. seq., of the Code of the City of Wichita, Kansas, and the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap, marital status, or age unrelated to such work unrelated to such person's ability to engage in the particular work.
- b. In all solicitations or advertisements for employees, the contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission and/or the Civil Rights Board.
- c. Upon request, inform the Kansas Human Rights Commission and/or the Civil Rights and Services in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
- d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d), inclusively of this Paragraph 2, in every subcontract or Purchase Order so that such provisions will be binding upon such subcontractor or vendor.
- e. Exempted from these requirements are:
 - (1) Any contractor who has already complied with the provisions set forth in these Sections by reason of holding a contract with the Federal Government or a contract involving Federal funds. (Proof of compliance is required).
 - (2) Contracts entered into by a contractor who employs fewer than four (4) employees during the term of such contract.
 - (3) Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- f. Reports requested by the Kansas Human Rights Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.
- g. Reports requested by the Civil Rights and Services Board of the City of Wichita shall be made on forms prepared by the Board, copies of which are available from the Civil Rights and Services Board, City Hall, Second Floor, 455 North Main Street, Wichita, Kansas, 67202.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, and/or any laws, regulations or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031, as amended; or the Civil Rights and Services Board of the City of Wichita as required by Section 2.12.900, et. seq., of the Code of the City of Wichita, Kansas; or been found guilty of a violation of the City's ordinance, State statutes or Federal statutes or regulations pertaining to lawful discrimination, which finding or decision or order has become final, shall be deemed a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions claimed: Four (4) Employees or Less; Federal Contract; Contract less than \$5,000

_____ Number of Employees

_____ Company Name

_____ Federal Contract

_____ Company Address & Telephone

GROUP I

GENERAL SPECIFICATIONS FOR DEMOLITION
(RIGHT-OF-WAY AND DEVELOPMENT)

BID FORMS

All bids must be submitted on the enclosed Bid Documents and signed with the firm name and the name of an officer or employee authorized to sign bids. Bids are to be submitted in the enclosed pre-addressed envelope.

LICENSE

All bidders must be licensed and bonded in accordance with Chapter 18.12.100 "WRECKING CONTRACTOR'S LICENSE" of the City Code of the City of Wichita.

UTILITIES

It is the contractor's responsibility to arrange for the disconnection of all utilities (Electric, Gas, Water & Telephone) prior to starting demolition. City sewer must also be sealed by a licensed and bonded Master Drain-Layer prior to starting demolition. Should the property not be served by City sewer and has a septic system, the tank and lateral drains must be removed and filled with sand except the top 12 inches which is to be filled with good quality clean dirt conducive to vegetation growth. (Heavy clay or gumbo type soil is not acceptable.)

Handwritten: ~~Shouf~~
~~de~~

PERMITS

A Wrecking Permit and a Sewer Seal Permit from the Central Inspection Division must be obtained and is to be presented with insurance information to the Purchasing Division for a Purchase Order to be issued prior to commencing work.

Handwritten: Needs to be revised

BARRICADES & WALKWAYS

Demolition of a structure within ten (10) feet of an open street line will require the contractor to erect and maintain sidewalk sheds in accordance with City Code. The contractor must also provide barricades to protect workers and the general public in accordance with City Code.

RESTORATION

Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by demolition to a condition equal to or better than existed prior to the commencement of demolition.

Handwritten: Notice to proceed should not be issued until contractor has permit

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DEMOLITION WORK

No structure shall be removed substantially as a whole, but shall be completely demolished on the site unless otherwise instructed by written directive. Structures and related appurtenances such as steps, porches, retaining walls, basements/cellars, cisterns, septic tanks, footings, foundations, slabs and underground tanks shall be removed regardless of existing depth. Excavations and basement must be free of all combustible material and backfilled with sand, except the top 12 to 18 inches, which is to be filled with good quality top soil free of foreign material and conducive to vegetation growth. (Heavy clay or gumbo type soil is not acceptable.) Excavations must be inspected and approved prior to filling. For an inspection, telephone the Engineering Division, Steven L. Potucek 268-4469. The contractor must clear and level the entire site so that weeds and grass can be mowed. The mowing of weeds and grass is to be in accordance with the City Ordinance. The entire site is to be graded to provide drainage free of ponding areas. The site location becomes the contractor's responsibility from the date of notice of the award until the final inspection and acceptance of the site by the City.

It is the obligation of the contractor to complete all steps as required by the Purchasing Department and Central Inspection Division prior to removal of any materials from any property and before any demolition is started. The contractor should also contact Steven L. Potucek at 268-4469 prior to start of demolition or salvaging.

Cleared land on all properties is to be left in a condition suitable for seeding.

DISPOSAL OF DEBRIS

All debris, other than rip-rap material, found on the site, or which results from clean up activities, must be hauled by a vehicle licensed in accordance with Chapter 7.08.120 "Demolition and Construction Waste" of the City Code and disposed of at a Landfill licensed by the State of Kansas. The rip-rap material may be disposed of by contacting the Flood Control Office of the City of Wichita at 268-4095 for a location where broken concrete and other materials suitable for rip-rap may be hauled. This is not intended to be a guarantee that a location will be provided, only that the City of Wichita will attempt to assist the contractor, when possible. Should the City of Wichita be unable to provide a site, the contractor must find other legal means of disposing of the rip-rap material.

INSPECTION & ACCEPTANCE

The contractor shall arrange for the final inspection appointment upon completion by calling the Engineering Division, Steven L. Potucek, 268-4469. City sidewalks, curbs, gutters and streets will be inspected prior to the award date and after the final inspection. The contractor is responsible for the replacement or repair of damaged sidewalks, curbs, gutters, or streets within ten (10) days after the final inspection in accordance with Chapter 18.12.100 of the City Code. Should the contractor fail to provide the required replacement or repair, the City of Wichita will order the work done and file claim for the cost against the original contractors' bond that is on file with the City.

Invoice for payment is to be transmitted to Steven L. Potucek, City Hall, Engineering Division, 455 N. Main, 8th floor, Wichita, Kansas 67202.

COMPLETION TIME

The demolition of the structures, removal of debris and cleanup of the site(s) must be completed by the deadline date as shown below and as set forth in the bid documents and/or established by the "Notice to Proceed" or as shown on the Purchase Order. Should it appear that the contractor will exceed the deadline date, the contractor must contact the City Engineer's Office, in writing, for the time extension. Should the City Engineer allow the contractor any extension days, there will be a charge of \$50.00 per calendar day per site as a penalty for failure to complete the project on time. Should the City Engineer determine that extenuating circumstances have prevented the contractor from meeting the deadline date, the City Engineer may grant extension days at no cost to the contractor. If the demolition, removal of debris and cleanup of the site(s) has been unnecessarily delayed by the contractor or the specifications are not being complied with, the City of Wichita may decide to cancel the Purchase Order. In the event all work is not completed by the deadline date or any extension date or the contractor has been notified of cancellation by the City of Wichita, all remaining clean up requirements on the site shall revert back to the City of Wichita without further notice to the contractor. The City of Wichita will then order the clean up completed and the site(s) cleared, with the costs assessed to the original contractor's bonding company. In the event of a default or cancellation, the original contractor will not receive compensation for any portion of the work performed on the site(s) prior to the cancellation or default. The decision of the City of Wichita will be final.

DEADLINE DATE FOR RAZING OF THIS (THESE) PROPERTY (PROPERTIES) IS
Sixty (60) calendar days from formal notice to proceed.

For additional information, or if there are any questions, contact Steven L. Potucek at 268-4469.

ASBESTOS DANGER

The danger of asbestos is the inhalation of asbestos fibers. Asbestos is a mineral that will not decay or decompose. Once in the lungs there is potential for the fibers to become embedded into, and permanently scar the surface of the lungs. Diseases caused by asbestos may not become apparent until 20 to 30 years after the asbestos was taken into the body.

REMOVAL OF TRANSITE SIDING

The following is to be used as the procedure for the removal and disposal of transite (concrete/asbestos) siding, fascia, and other non-friable asbestos containing building materials, such as floor-tiles, resulting from wrecking or alternation projects in Wichita and Sedgwick County:

- 1) It is highly recommended that a drop cloth is put below the area of transite to be removed, this will make it easier for you to clean the area;
- 2) Each tile to be removed individually, and with as little damage as possible;
- 3) The removed tiles are then to be placed in a barrel or on the bottom of the waste container;
- 4) Any tiles that break during the removal process should be picked up and placed with the other transite waste;
- 5) Once all asbestos containing material is removed a Health Department clearance is required prior to demolition;
- 6) The transite waste must be taken to Brooks Landfill, after State approval is obtained. (See below)
- 7) The vehicle used to transport the waste to the landfill must be licensed under the solid waste codes, have the load fully contained, and have visible an "Asbestos Warning" sign.
- 8) At the landfill, special handling requirements will apply.

STATE APPROVAL FOR ASBESTOS DISPOSAL

To obtain permission to dispose of asbestos containing material, approval from the Kansas Department of Health and Environment must be obtained prior to commencing work.

Approval is obtained through the City of Wichita, Public Works Department, 268-4090. When you contact them they will want to know the address from which the asbestos will be generated, and the approximate quantity - for transite siding this will be the square feet. In addition they will want to know the approximate date that the waste will be hauled.

Federal or state rules may require that you utilize a certified asbestos contractor to do the asbestos removal.

If you have any questions on the above, contact John Davis, Waste Management Specialist, Wichita-Sedgwick County Department of Community Health, at 268-8351.

ADDITIONS TO THE GENERAL SPECIFICATIONS

In the demolition of these properties, it is required that the work be performed on each building as contractor is notified to proceed. The contractor, when notified to proceed, will begin work within twenty-one (21) days after notification and continue the demolition and clean-up, and fill with top soil as required by the general specifications, except that the top six (6) inches be good sandy loam soil conducive to growth of lawn grass seed. (This is in addition to the paragraph on Demolition Work, on page 2 of the "General Specifications").

The timeframe for completion is 60 (60) calendar days from the date of the Notice to Proceed from Steve Potucek in Property Management.

THE CITY OF WICHITA, KANSAS THIS FORM MUST BE USED TO SUBMIT BID
REQUEST FOR FORMAL BID

THIS IS NOT AN ORDER

PLEASE QUOTE YOUR DELIVERED PRICES TO THE CITY OF WICHITA ON ITEMS LISTED BELOW. CONSULT ATTACHED LEGAL AD AND GENERAL SPECIFICATIONS FOR REQUIREMENTS

RETURN TO: **CITY OF WICHITA**

PURCHASING MANAGER

PRIOR TO 10:00 A.M. ON

DATE MARCH 26, 1993

BIDDER	
STREET ADDRESS	TELEPHONE NUMBER
CITY AND STATE	FAX NUMBER

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<p><u>SEALED BID - 33-17-11</u></p> <p><u>PUBLIC WORKS DEPARTMENT/</u> <u>ENGINEERING DIVISION</u></p> <p><u>GROUP I:</u></p> <p>Furnish labor, materials, and equipment to provide demolition and removal of structures and clean-up of the following properties:</p>				
1.	1 LS	3002-3004 & 3008-3010 Shadybrook		\$ _____ LUMP SUM
2.	1 LS	3014-3016 & 3020-3022 Shadybrook		\$ _____ LUMP SUM
3.	1 LS	3102-3104 & 3108-3110 Shadybrook		\$ _____ LUMP SUM
4.	1 LS	3114-3116 Shadybrook		\$ _____ LUMP SUM
<p>NOTE: <u>5% BID BOND IS REQUIRED.</u></p> <p>AS PER SPECIFICATIONS</p> <p>F.O.B. - Job Sites Wichita, Kansas</p> <p><u>VENDORS WISHING TO REMAIN ON THE BID LIST FOR DEMOLITION & TANK REMOVAL & DISPOSAL MUST RETURN THIS BID WITH A BID OR A REQUEST TO REMAIN ON THE BID LIST.</u></p>				

IN SUBMITTING THE ABOVE, THE VENDOR EXPRESSLY AGREES THAT, UPON PROPER ACCEPTANCE BY THE CITY OF WICHITA, A CONTRACT SHALL THEREBY BE CREATED.

GROUP I - TOTAL NET BID _____

BILLING TERMS: _____ % THIRTY (30) DAYS

DELIVERY/COMPLETION DATE _____

(SIGNATURE)

(TITLE)

GROUP II

GENERAL SPECIFICATIONS FOR DEMOLITION

(RIGHT-OF-WAY AND DEVELOPMENT)

BID FORMS

All bids must be submitted on the enclosed Bid Documents and signed with the firm name and the name of an officer or employee authorized to sign bids. Bids are to be submitted in the enclosed pre-addressed envelope.

LICENSE

All bidders must be licensed and bonded in accordance with Chapter 18.12.100 "WRECKING CONTRACTOR'S LICENSE" of the City Code of the City of Wichita.

UTILITIES

It is the contractor's responsibility to arrange for the disconnection of all utilities (Electric, Gas, Water & Telephone) prior to starting demolition. City sewer must also be sealed by a licensed and bonded Master Drain-Layer prior to starting demolition. Should the property not be served by City sewer and has a septic system, the tank and lateral drains must be removed and filled with sand except the top 12 inches which is to be filled with good quality clean dirt conducive to vegetation growth. (Heavy clay or gumbo type soil is not acceptable.)

PERMITS

A Wrecking Permit and a Sewer Seal Permit from the Central Inspection Division must be obtained and is to be presented with insurance information to the Purchasing Division for a Purchase Order to be issued prior to commencing work.

BARRICADES & WALKWAYS

Demolition of a structure within ten (10) feet of an open street line will require the contractor to erect and maintain sidewalk sheds in accordance with City Code. The contractor must also provide barricades to protect workers and the general public in accordance with City Code.

RESTORATION

Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by demolition to a condition equal to or better than existed prior to the commencement of demolition.

DEMOLITION WORK

No structure shall be removed substantially as a whole, but shall be completely demolished on the site unless otherwise instructed by written directive. Structures and related appurtenances such as steps, porches, retaining walls, basements/cellars, cisterns, septic tanks, footings, foundations, slabs and underground tanks shall be removed regardless of existing depth. Excavations and basement must be free of all combustible material and backfilled with sand, except the top 12 to 18 inches, which is to be filled with good quality top soil free of foreign material and conductive to vegetation growth. (Heavy clay or gumbo type soil is not acceptable.) Excavations must be inspected and approved prior to filling. For an inspection, telephone the Engineering Division, Steven L. Potucek 268-4469. The contractor must clear and level the entire site so that weeds and grass can be mowed. The mowing of weeds and grass is to be in accordance with the City Ordinance. The entire site is to be graded to provide drainage free of ponding areas. The site location becomes the contractor's responsibility from the date of notice of the award until the final inspection and acceptance of the site by the City.

*Totally
clean
rip*

It is the obligation of the contractor to complete all steps as required by the Purchasing Department and Central Inspection Division prior to removal of any materials from any property and before any demolition is started. The contractor should also contact Steven L. Potucek at 268-4469 prior to start of demolition or salvaging.

Cleared land on all properties is to be left in a condition suitable for seeding.

DISPOSAL OF DEBRIS

All debris, other than rip-rap material, found on the site, or which results from clean up activities, must be hauled by a vehicle licensed in accordance with Chapter 7.08.120 "Demolition and Construction Waste" of the City Code and disposed of at a Landfill licensed by the State of Kansas. The rip-rap material may be disposed of by contacting the Flood Control Office of the City of Wichita at 268-4095 for a location where broken concrete and other materials suitable for rip-rap may be hauled. This is not intended to be a guarantee that a location will be provided, only that the City of Wichita will attempt to assist the contractor, when possible. Should the City of Wichita be unable to provide a site, the contractor must find other legal means of disposing of the rip-rap material.

INSPECTION & ACCEPTANCE

The contractor shall arrange for the final inspection appointment upon completion by calling the Engineering Division, Steven L. Potucek, 268-4469. City sidewalks, curbs, gutters and streets will be inspected prior to the award date and after the final inspection. The contractor is responsible for the replacement or repair of damaged sidewalks, curbs, gutters, or streets within ten (10) days after the final inspection in accordance with Chapter 18.12.100 of the City Code. Should the contractor fail to provide the required replacement or repair, the City of Wichita will order the work done and file claim for the cost against the original contractors' bond that is on file with the City.

Invoice for payment is to be transmitted to Steven L. Potucek, City Hall, Engineering Division, 455 N. Main, 8th floor, Wichita, Kansas 67202.

COMPLETION TIME

The demolition of the structures, removal of debris and cleanup of the site(s) must be completed by the deadline date as shown below and as set forth in the bid documents and/or established by the "Notice to Proceed" or as shown on the Purchase Order. Should it appear that the contractor will exceed the deadline date, the contractor must contact the City Engineer's Office, in writing, for the time extension. Should the City Engineer allow the contractor any extension days, there will be a charge of \$50.00 per calendar day per site as a penalty for failure to complete the project on time. Should the City Engineer determine that extenuating circumstances have prevented the contractor from meeting the deadline date, the City Engineer may grant extension days at no cost to the contractor. If the demolition, removal of debris and cleanup of the site(s) has been unnecessarily delayed by the contractor or the specifications are not being complied with, the City of Wichita may decide to cancel the Purchase Order. In the event all work is not completed by the deadline date or any extension date or the contractor has been notified of cancellation by the City of Wichita, all remaining clean up requirements on the site shall revert back to the City of Wichita without further notice to the contractor. The City of Wichita will then order the clean up completed and the site(s) cleared, with the costs assessed to the original contractor's bonding company. In the event of a default or cancellation, the original contractor will not receive compensation for any portion of the work performed on the site(s) prior to the cancellation or default. The decision of the City of Wichita will be final.

DEADLINE DATE FOR RAZING OF THIS (THESE) PROPERTY (PROPERTIES) IS
One Hundred Twenty (120) calendar days from the date of the notice from
Purchasing of successful bidder.

For additional information, or if there are any questions, contact Steven L. Potucek at 268-4469.

ASBESTOS DANGER

The danger of asbestos is the inhalation of asbestos fibers. Asbestos is a mineral that will not decay or decompose. Once in the lungs there is potential for the fibers to become embedded into, and permanently scar the surface of the lungs. Diseases caused by asbestos may not become apparent until 20 to 30 years after the asbestos was taken into the body.

REMOVAL OF TRANSITE SIDING

The following is to be used as the procedure for the removal and disposal of transite (concrete/asbestos) siding, fascia, and other non-friable asbestos containing building materials, such as floor-tiles, resulting from wrecking or alternation projects in Wichita and Sedgwick County:

- 1) It is highly recommended that a drop cloth is put below the area of transite to be removed, this will make it easier for you to clean the area;
- 2) Each tile to be removed individually, and with as little damage as possible;
- 3) The removed tiles are then to be placed in a barrel or on the bottom of the waste container;
- 4) Any tiles that break during the removal process should be picked up and placed with the other transite waste;
- 5) Once all asbestos containing material is removed a Health Department clearance is required prior to demolition;
- 6) The transite waste must be taken to Brooks Landfill, after State approval is obtained. (See below)
- 7) The vehicle used to transport the waste to the landfill must be licensed under the solid waste codes, have the load fully contained, and have visible an "Asbestos Warning" sign.
- 8) At the landfill, special handling requirements will apply.

STATE APPROVAL FOR ASBESTOS DISPOSAL

To obtain permission to dispose of asbestos containing material, approval from the Kansas Department of Health and Environment must be obtained prior to commencing work.

Approval is obtained through the City of Wichita, Public Works Department, 268-4090. When you contact them they will want to know the address from which the asbestos will be generated, and the approximate quantity - for transite siding this will be the square feet. In addition they will want to know the approximate date that the waste will be hauled.

Federal or state rules may require that you utilize a certified asbestos contractor to do the asbestos removal.

If you have any questions on the above, contact John Davis, Waste Management Specialist, Wichita-Sedgwick County Department of Community Health, at 268-8351.

ADDITIONS TO THE GENERAL SPECIFICATIONS

Demolition, removal and clean up of a commercial building located at 2147 North Hillside, old Texaco service station, more recently the Dog & Shake restaurant. Bids are to include removal of underground storage tanks, two (2) for motor fuel and one (1) for waste oil. The Wichita Fire Department is to be notified prior to tank removal as well as the Wichita/Sedgwick County Health Department and the Kansas Department of Health and Environment. Excavation is to include removal of a bank barrier connecting vacant lot to the south and smooth access between the two lots.

Coordination with the Kansas Department of Health and Environment and the Wichita Sedgwick County Health Department is imperative in the administration of this contract. The contractor shall coordinate underground storage tank removal and site contamination remediation.

The timeframe for completion is one hundred and twenty (120) calendar days from the date of the notice from Purchasing of successful bidder.

THE CITY OF WICHITA, KANSAS THIS FORM MUST BE USED TO SUBMIT BID
REQUEST FOR FORMAL BID

Page 12 of 21
THIS IS NOT AN ORDER

PLEASE QUOTE YOUR DELIVERED PRICES TO THE CITY OF WICHITA ON ITEMS LISTED BELOW. CONSULT ATTACHED LEGAL AD AND GENERAL SPECIFICATIONS FOR REQUIREMENTS

RETURN TO: **CITY OF WICHITA**
PURCHASING MANAGER
PRIOR TO 10:00 A.M. ON

DATE MARCH 26, 1993

BIDDER

STREET ADDRESS

TELEPHONE NUMBER

CITY AND STATE

FAX NUMBER

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		<u>SEALED BID - 33-17-11</u> <u>PUBLIC WORKS DEPARTMENT/</u> <u>ENGINEERING DIVISION</u> GROUP II: Furnish labor, materials, and equipment to provide demolition and removal of commercial building and clean-up of the following properties: 1. 1 LS 2147 North Hillside - formerly Texco Service Station and removal of three (3) underground storage tanks, two (2) for motor fuel and one (1) for waste oil excavation is to include removal of a bank barrier. <u>ADDITIONAL UNIT COST:</u> 1.a Removal of contaminated soil. 1.b Disposal of contaminated soil. 1.b Replacement of soil and compaction. NOTE: 5% BID BOND IS REQUIRED. AS PER SPECIFICATIONS F.O.B. - Job Site, Wichita, Kansas VENDORS WISHING TO REMAIN ON THE BID LIST FOR DEMOLITION & TANK REMOVAL & DISPOSAL MUST RETURN THIS BID WITH A BID OR A REQUEST TO REMAIN ON THE BID LIST.		\$ _____ LUMP SUM
			\$ _____ PER CU. YD.	
			\$ _____ PER CU. YD.	
			\$ _____ PER CU. YD.	

IN SUBMITTING THE ABOVE, THE VENDOR EXPRESSLY AGREES THAT, UPON PROPER ACCEPTANCE BY THE CITY OF WICHITA, A CONTRACT SHALL THEREBY BE CREATED.

(SIGNATURE)

GROUP II - TOTAL NET BID _____

BILLING TERMS: _____ % THIRTY (30) DAY

DELIVERY/COMPLETION DATE _____

GROUP III

GENERAL SPECIFICATIONS FOR DEMOLITION

(RIGHT-OF-WAY AND DEVELOPMENT)

BID FORMS

All bids must be submitted on the enclosed Bid Documents and signed with the firm name and the name of an officer or employee authorized to sign bids. Bids are to be submitted in the enclosed pre-addressed envelope.

LICENSE

All bidders must be licensed and bonded in accordance with Chapter 18.12.100 "WRECKING CONTRACTOR'S LICENSE" of the City Code of the City of Wichita.

UTILITIES

It is the contractor's responsibility to arrange for the disconnection of all utilities (Electric, Gas, Water & Telephone) prior to starting demolition. City sewer must also be sealed by a licensed and bonded Master Drain-Layer prior to starting demolition. Should the property not be served by City sewer and has a septic system, the tank and lateral drains must be removed and filled with sand except the top 12 inches which is to be filled with good quality clean dirt conducive to vegetation growth. (Heavy clay or gumbo type soil is not acceptable.)

PERMITS

A Wrecking Permit and a Sewer Seal Permit from the Central Inspection Division must be obtained and is to be presented with insurance information to the Purchasing Division for a Purchase Order to be issued prior to commencing work.

BARRICADES & WALKWAYS

Demolition of a structure within ten (10) feet of an open street line will require the contractor to erect and maintain sidewalk sheds in accordance with City Code. The contractor must also provide barricades to protect workers and the general public in accordance with City Code.

RESTORATION

Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by demolition to a condition equal to or better than existed prior to the commencement of demolition.

DEMOLITION WORK

No structure shall be removed substantially as a whole, but shall be completely demolished on the site unless otherwise instructed by written directive. Structures and related appurtenances such as steps, porches, retaining walls, basements/cellars, cisterns, septic tanks, footings, foundations, slabs and underground tanks shall be removed regardless of existing depth. Excavations and basement must be free of all combustible material and backfilled with sand, except the top 12 to 18 inches, which is to be filled with good quality top soil free of foreign material and conducive to vegetation growth. (Heavy clay or gumbo type soil is not acceptable.) Excavations must be inspected and approved prior to filling. For an inspection, telephone the Engineering Division, Steven L. Potucek 268-4469. The contractor must clear and level the entire site so that weeds and grass can be mowed. The mowing of weeds and grass is to be in accordance with the City Ordinance. The entire site is to be graded to provide drainage free of ponding areas. The site location becomes the contractor's responsibility from the date of notice of the award until the final inspection and acceptance of the site by the City.

It is the obligation of the contractor to complete all steps as required by the Purchasing Department and Central Inspection Division prior to removal of any materials from any property and before any demolition is started. The contractor should also contact Steven L. Potucek at 268-4469 prior to start of demolition or salvaging.

Cleared land on all properties is to be left in a condition suitable for seeding.

DISPOSAL OF DEBRIS

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Invoice for payment is to be transmitted to Steven L. Potucek, City Hall, Engineering Division, 455 N. Main, 8th floor, Wichita, Kansas 67202.

COMPLETION TIME

The demolition of the structures, removal of debris and cleanup of the site(s) must be completed by the deadline date as shown below and as set forth in the bid documents and/or established by the "Notice to Proceed" or as shown on the Purchase Order. Should it appear that the contractor will exceed the deadline date, the contractor must contact the City Engineer's Office, in writing, for the time extension. Should the City Engineer allow the contractor any extension days, there will be a charge of \$50.00 per calendar day per site as a penalty for failure to complete the project on time. Should the City Engineer determine that extenuating circumstances have prevented the contractor from meeting the deadline date, the City Engineer may grant extension days at no cost to the contractor. If the demolition, removal of debris and cleanup of the site(s) has been unnecessarily delayed by the contractor or the specifications are not being complied with, the City of Wichita may decide to cancel the Purchase Order. In the event all work is not completed by the deadline date or any extension date or the contractor has been notified of cancellation by the City of Wichita, all remaining clean up requirements on the site shall revert back to the City of Wichita without further notice to the contractor. The City of Wichita will then order the clean up completed and the site(s) cleared, with the costs assessed to the original contractor's bonding company. In the event of a default or cancellation, the original contractor will not receive compensation for any portion of the work performed on the site(s) prior to the cancellation or default. The decision of the City of Wichita will be final.

DEADLINE DATE FOR RAZING OF THIS (THESE) PROPERTY (PROPERTIES) IS
Ninety (90) calendar days from the date of award.

For additional information, or if there are any questions, contact Steven L. Potucek at 268-4469.

ASBESTOS DANGER

The danger of asbestos is the inhalation of asbestos fibers. Asbestos is a mineral that will not decay or decompose. Once in the lungs there is potential for the fibers to become embedded into, and permanently scar the surface of the lungs. Diseases caused by asbestos may not become apparent until 20 to 30 years after the asbestos was taken into the body.

REMOVAL OF TRANSITE SIDING

The following is to be used as the procedure for the removal and disposal of transite (concrete/asbestos) siding, fascia, and other non-friable asbestos containing building materials, such as floor-tiles, resulting from wrecking or alternation projects in Wichita and Sedgwick County:

- 1) It is highly recommended that a drop cloth is put below the area of transite to be removed, this will make it easier for you to clean the area;
- 2) Each tile to be removed individually, and with as little damage as possible;
- 3) The removed tiles are then to be placed in a barrel or on the bottom of the waste container;
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STATE APPROVAL FOR ASBESTOS DISPOSAL

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Approval is obtained through the City of Wichita, Public Works Department, 268-4090. When you contact them they will want to know the address from which the asbestos will be generated, and the approximate quantity - for transite siding this will be the square feet. In addition they will want to know the approximate date that the waste will be hauled.

Federal or state rules may require that you utilize a certified asbestos contractor to do the asbestos removal.

If you have any questions on the above, contact John Davis, Waste Management Specialist, Wichita-Sedgwick County Department of Community Health, at 268-8351.

THE CITY OF WICHITA, KANSAS THIS FORM MUST BE USED TO SUBMIT BID
REQUEST FOR FORMAL BID

Page 18 of 21
THIS IS NOT AN ORDER

PLEASE QUOTE YOUR DELIVERED PRICES TO THE CITY OF WICHITA ON ITEMS LISTED BELOW. CONSULT ATTACHED LEGAL AD AND GENERAL SPECIFICATIONS FOR REQUIREMENTS

RETURN TO: **CITY OF WICHITA**
PURCHASING MANAGER
PRIOR TO 10:00 A.M. ON

DATE MARCH 26, 1993

BIDDER

STREET ADDRESS

TELEPHONE NUMBER

CITY AND STATE

FAX NUMBER

TEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		<u>SEALED BID - 33-17-11</u> <u>PUBLIC WORKS DEPARTMENT/</u> <u>ENGINEERING DIVISION</u> <u>GROUP III:</u> Furnish labor, materials, and equipment to provide demolition and removal of structures and clean-up of the following property: 3956 East Kellogg NOTE: <u>5% BID BOND IS REQUIRED.</u> AS PER SPECIFICATIONS F.O.B. - Job Sites Wichita, Kansas <u>VENDORS WISHING TO REMAIN ON THE BID LIST FOR DEMOLITION & TANK REMOVAL & DISPOSAL MUST RETURN THIS BID WITH A BID OR A REQUEST TO REMAIN ON THE BID LIST.</u>		\$ _____ LUMP SUM

IN SUBMITTING THE ABOVE, THE VENDOR EXPRESSLY AGREES THAT, UPON PROPER ACCEPTANCE BY THE CITY OF WICHITA, A CONTRACT SHALL THEREBY BE CREATED.

GROUP III - TOTAL NET BID _____

BILLING TERMS: _____ % THIRTY (30) DAYS

DELIVERY/COMPLETION DATE _____

(SIGNATURE)

(TITLE)

GENERAL SPECIFICATIONSBID FORMS

All bids MUST be submitted on the enclosed "Request For Formal Bid" form and signed by an officer or employee authorized to sign bids. Any exceptions, to the specifications, terms and/or other conditions concerning the bid, must be noted on the front of the "Request For Formal Bid" form to be considered. The "Request For Formal Bid" form is to be submitted in the enclosed pre-address envelope.

Bidders are requested to submit current literature or brochures relating to their bid.

LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

CONTRACT

The successful bidder agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors MUST contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate prior to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made before the certificate is issued.

RESTORATION

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

FEDERAL EXCISE TAX

The articles specified in this bid are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Formal Bid" form, they are used to evaluate the bid only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Board of Bids and Contracts to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Board of Bids and Contracts a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Board of Bids and Contracts.

AWARD

The City, through its Board of Bids and Contracts reserves the right to accept or reject any or all bids and any part of parts of any bid and to waive formalities therein to determine which is lowest and best bid. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the bid. All bids are awarded subject to a check of the computations shown on the "Request For Formal Bid" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

If there are tie bids, the Board of Bids and Contracts will recommend the successful bidder, and final determination will be made by the City Council.

THE AWARD WILL BE BASED ON THE LOWEST AND BEST TOTAL NET LUMP SUM BID PER GROUP.

BOND REQUIREMENTS

LABOR AND MATERIAL PAYMENT SURETY BOND

- A. A LABOR AND MATERIAL PAYMENT SURETY BOND: running to the State of Kansas in a sum not less than the sum total of the purchase order/contract, conditioned that the Contractor or a Subcontractor of the Contractor shall pay all indebtedness incurred for labor furnished, materials, equipment, or supplies used or consumed in connection with or in or about the construction, improvements or repairs per the specifications.
- B. Said Bond shall be approved by and filed with the Clerk of the District Court, Sedgwick County Courthouse, 6th Floor, 525 North Main, Wichita, Kansas, 67203, and the filing fee will be paid by the Contractor.
- C. The receipt for the filing of the Bond shall be furnished to the City Purchasing Manager, City Hall, 12th Floor, Wichita, Kansas, 67202, before the purchase order/contract is issued.

PERFORMANCE BOND

- A. A PERFORMANCE BOND, acceptable to the City of Wichita, in the amount of one hundred per cent (100%) of the total bid must be furnished by the successful bidder.
- B. Said Bond shall be furnished to the City Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202, before the purchase order/contract is issued.

(1/10/88)

LIABILITY INSURANCE SPECIFICATIONS

The Successful Bidder will be required to furnish a Certificate of Insurance certifying insurance coverages as follows:

1. Comprehensive General Liability covering premises---operations, xcu hazards when applicable, Product/Completed operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence
	\$500,000 Each Aggregate

Property Damage Liability	\$500,000 Each Occurrence
	\$500,000 each Aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence
	\$500,000 Each Aggregate

2. Automobile Liability-Comprehensive Form including All Owned, Hired and Non-Owned vehicles with minimum limits for

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident
---	-------------------------

3. Workers' Compensation/Employers Liability for minimum limits of

Employers Liability	\$100,000 Each Accident
---------------------	-------------------------

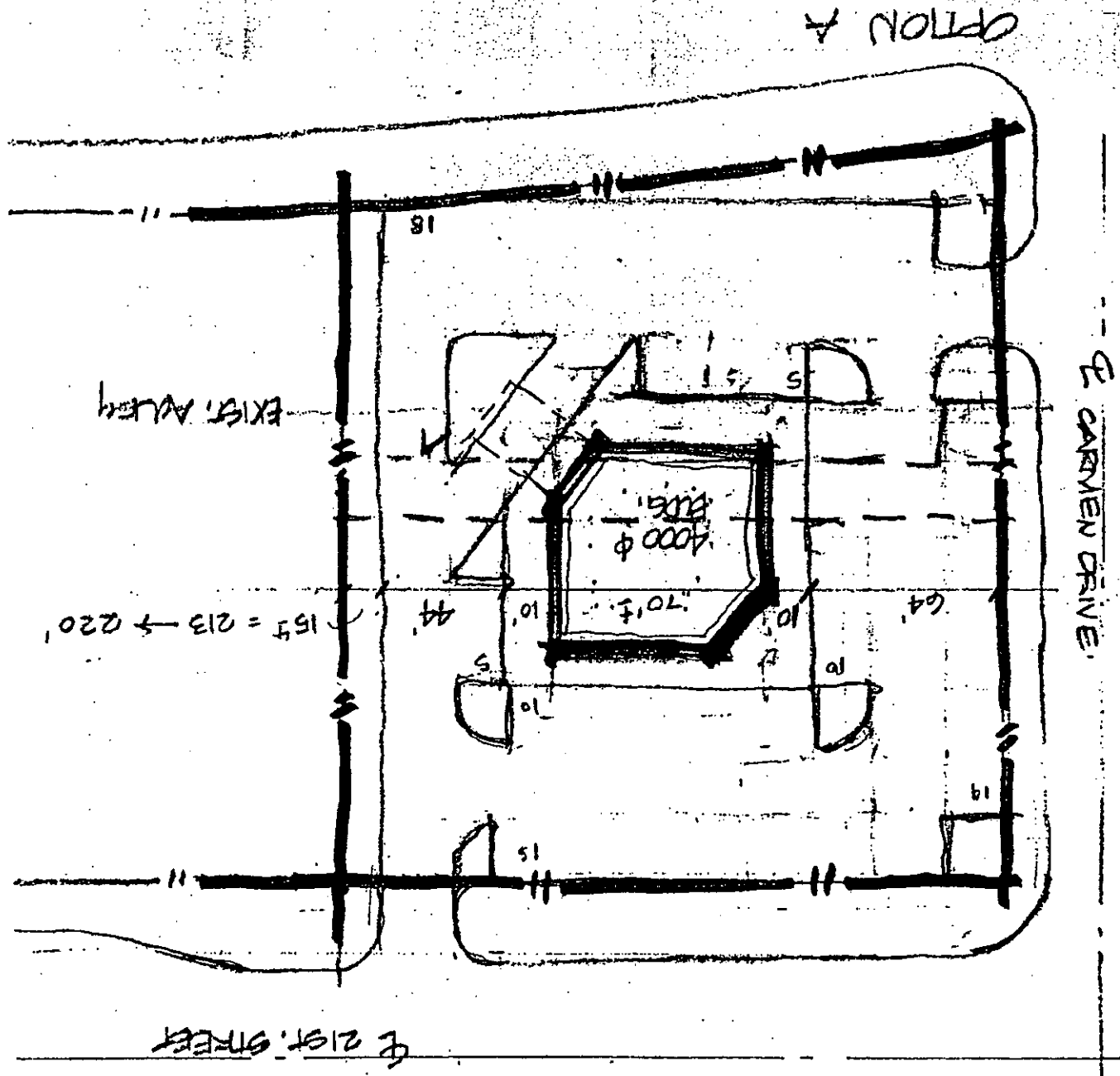
In the Insurance Certificate, the Insurance company must state that the Contractual Liability includes the Liability of the City of Wichita asumed by the Contractor in the contract documents. The Certificate must also state that the City of Wichita will be given written notice if the policy is cancelled or changed within ten (10) days prior to the effective date thereof.

Said Certificate of Insurance shall be furnished to the City Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694 before the purchase order or agreement/contract is issued.

Certificate of Insurance to be furnished within ten (10) days after award.

END OF SPECIFICATIONS

(07/30/88)



PROJECT: NE POLICE STATION
 DATE: 10/19/93
 BY: RB
 PAGE 1 OF 3
 CALCULATED BY: [Signature]
 SCALE: 1/8" = 1'-0"

LAW/KINGDON, INC.
 Architects • Engineers • Planners
 P.O. Box 1094
 Wichita, KS 67203
 Phone 316-268-0230
 FAX 316-268-0205



WICHITA, KANSAS
ADDENDUM NO. 1
TO THE PROPOSAL

DEMOLITION, REMOVAL OF STRUCTURES, AND CLEAN-UP
OF PROPERTIES ALONG SHADYBROOK, 2147 NORTH HILLSIDE,
AND 3956 EAST KELLOGG

TO BE BID: MARCH 26, 1993

The following changes and additions shall be made to the Specifications.

FOR SEALED BID 33-17-11 GROUPS I & II

1. The sanitary sewer line serving these properties shall be plugged east of the proposed manhole. See Attachment for location. This eliminates plugging each of the individual service lines.

FOR SEALED BID 33-17-11 GROUPS I, II, & III

2. The Section on BARRICADES & WALKWAYS shall include the following paragraph.

Any open basement or other open structure, excavation, or embankment that creates a hazard to the public shall be fenced or barricaded.

Each bidder is required to acknowledge receipt of this Addendum by his signature affixed hereto and to file same with and attached to his bid. Any Bid Proposal that is returned without all addenda signed and included in the Proposal shall be considered an invalid Proposal.

March 16, 1993

G.J. Schuckman
Purchasing Manager

* * * * *

The undersigned acknowledges receipt of this Addendum and the bid submitted herewith is in accordance with the information, instructions and stipulations set forth herein.

Date _____

Signature of Bidder

By _____

Title _____