



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
February 25, 2021

Department Code Enforcement

Director Approval David Cowan

AGENDA ITEM Consider awarding a demolition bid for 201 E. Main Street.

SUMMARY RECOMMENDATION City Staff is recommending awarding the demolition bid to G&G Dozer.

BACKGROUND City of Independence received bids for the removal of 201 E. Main Street. The City received two bids with G&G Dozer, the low bid at \$43,200.00. It is staff recommendation to award the bid to G&G Dozer for the removal of the property.

Removal will be done in two phases. The building will be removed, leaving the slab and the City will work with the State to determine if there are any hazards before final removal of the slab and grading of the property.

The demolition account balance was \$123,055.38 after the previous demolitions were awarded on February 11, 2021. The account balance would be \$79,855.38 with the completion of the 201 E. Main demolition.

SUGGESTED MOTION I move to award G&G Dozer the demolition bid for 201 E. Main for \$43,200.00.

SUPPORTING DOCUMENTS

1. Bid Document
2. Bids

7. BID SCHEDULE

Alternative Bids Permitted: A bidder may submit a bid on each individual property or may submit one bid for all the properties combined, or do both. When submitting a bid on all properties combined, the bidder must itemize the cost of demolition as to each property so the City can pass the cost on to the property owner as allowed by law.

A. 201 E. Main Removal:	\$ <u>43,200 00</u>
B. Removing Wythe (East)	\$ <u>3000 00</u>
C. Leaving Wythe (East)	(\$ <u>40,200 00</u>)

*Bid winner will schedule a pre-demolition meeting with the City to discuss the plan for removal of the structure, addressing the wythe during demolition, and examination and determination of the wythe after the building has been removed. Demolition barricades and safety zones will be established at this meeting.

If a bidder improperly withdraws a bid or refuses to honor a bid that has been awarded by the City, the bidder shall not be eligible to bid on any City projects for a period of one (1) year thereafter.

G + G Dozer
Name of Bidder (Printed) Gary Gorby
Gary Gorby
Signature

Owner
Title

1875 Highway 75 North
Address P.O. Box 6 Caney KS 67333
February, 17, 2021
Date

620515-5240
Contact Phone Number

**Demolition Proposal Letter for
The City of Independence 201 E. Main**

DATE: February 17, 2021

**PROPOSAL SUBMITTED TO: City of Independence
Construction to begin: On notice to proceed**

**WORK TO BE PERFORMED BY:
G & G Dozer / Gary Gorby**

G & G Dozer provides \$2,000,000.00 (two million dollars) in insurance which includes Demolition, general liability and workers comprehension.

BID INCLUDES:

1. Demolition of Structure Located at 201 E. Main Street, Independence, Ks. The removal and demolition of the structure will be with care and no damage to surrounding preserving walls.
2. Working with a Class 2 Asbestos Contractor inspector to watch for any asbestos to be removed.
3. Includes a temporary 6ft fence around the property
4. Filling the 10 Day Notification to KDHE
5. Removal and hauling of all debris
6. Appropriate Metal cap flashing installed by a licensed roofer on the East Wythe Wall
7. Backfill and leveling of site
8. Acknowledgement Letter attached for Owner of Demo Building and Neighbor of the common wall, to sign.
9. The removal of the west wall of the combined party wall will be removed by hand.

RESPECTFULLY SUBMITTED BY:

G&G Dozer / Gary Gorby
Contractor's License Number: #0024
P.O. Box 6 / Caney, KS. 67333
Office: 620-879-5243 / Gary's Cell Phone: 620-515-5240
Fax: 620-879-5072

DEMOLITION CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2021, by and between the CITY OF INDEPENDENCE, KANSAS, hereinafter referred to as "CITY" and _____, 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 as contained herein.
2. The Contractor will furnish all the materials, supplies, tools, equipment, labor and other necessary services for the completion of the demolition Project as described herein.
3. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice To Proceed and will complete the same within thirty (30) calendar days from the date of the Notice To Proceed unless the period for completion is extended otherwise by conditions set forth in the Contract Documents.
4. The Contractor agrees to perform all the work as described in the Contract Documents and comply with the terms and conditions as set forth therein.
5. The term "Contract Documents" means and shall include the following:
 - (a) Advertisement For Bid
 - (b) Information For Bidders
 - (c) Bid (as completed by Contractor at the time of bidding)
 - (d) Contract Agreement
 - (e) General Conditions
 - (f) Special Conditions
 - (g) Notice To Proceed
 - (h) Change Orders (if any issued)
6. Upon satisfactory completion of all required work, the City shall pay the Contractor the specified contract amount on the City's next regular pay date.
7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
8. Should the Contractor not complete the work described in the Contract Documents by the date of completion as set out in the Notice To Proceed, the City shall suspend the work, reimburse the Contractor for work completed to said date of completion and rebid or otherwise cause the work to be completed by the City or other outside contractors as may best benefit the City.
9. Haul the demolition material to a KDH&E approved landfill site and abide by all Federal and State Asbestos Regulations. Removal and bagging of transite siding and proper disposal in an approved landfill site. (The City demolition site will not be used for this project.)

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement in four (4) sets, each of which shall be deemed an original on the date first above written.

Contractor:

G + G Dozer
By Gary Gorby

Title

Owner

Mayor

Attest:

David W. Schwenker, City Clerk

Date

(Seal)

ACKNOWLEDGEMENT

Date: _____

Contractor G&G Dozer Company, LLC

Name of Owner _____

Address of Owner's building _____

Name of Neighbor _____

Address of Neighbor's building _____

Owner's building and Neighbor's building share a common wall. Owner has hired Contractor to demolish Owner's building. Neighbor acknowledges that he/she has received notice of Owner's intent to demolish Owner's building and understands and agrees that once Contractor has completed the demolition that Neighbor will be solely responsible for the repair and maintenance of the common wall, including but not limited to treating/protecting the common wall and roof of Neighbor's building from weather, moisture and deterioration.

G & G Dozer Company, LLC

Owner:

X _____

X _____

Neighbor:

X _____

7. BID SCHEDULE

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A. 201 E. Main Removal:	\$ <u>39,500.00</u>	<u>JP</u>	<u>49,500.</u>
B. Removing Wythe (East)	\$ <u>1,500.00</u>		
C. Leaving Wythe (East)	(\$ <u>1,500.00</u>)		
D. Leave Slabs	(\$ <u>7,000.00</u>)		

*Bid winner will schedule a pre-demolition meeting with the City to discuss the plan for removal of the structure, addressing the wythe during demolition, and examination and determination of the wythe after the building has been removed. Demolition barricades and safety zones will be established at this meeting.

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J. R. B. Industries Inc.

Name of Bidder (Printed)

P.O. Box 603, Parsons, KS 67357

Address

James R. Beacher
Signature

2-15-21
Date

President

Title

620 423 1070

Contact Phone Number

BID FORM
BUILDING DEMOLITION

We, the undersigned company, do hereby submit the following bid for the demolition and removal of all structures in accordance with the attached Contract Documents.

By submission of this bid, the bidder agrees that he has personally inspected all demolition sites, has personally read all Contract Documents and is aware of all requirements as contained in these Contract Documents.

Bids are to be submitted with a price for the demolition of each structure and for all locations combined. The City reserves the right to accept the bid based upon the lowest total bid per structure or for all structures combined.

The City reserves the right to accept or reject any or all bids or to waive any irregularities should they occur as may best benefit the City.

Bids shall be guaranteed for a period of sixty (60) days from the date set for receipt of bids.

The bid as received includes the value of any salvable material in the structure to be demolished.

Demolition work shall be completed within thirty (30) working days from the date of the Notice To Proceed.

Bidder agrees to do the following work:

1. Demolish all structures listed below.
2. Clear a lot of all trees, shrubs, fencing material. Unless a tree is marked with a ribbon it shall be removed from the lot.
3. Comply with all requirements for asbestos removal and disposal.
4. Haul the demolition material to a KDH&E approved landfill site and abide by all Federal and State Asbestos Regulations. (The City demolition site will not be used for this project.)
5. Sewer line shall be capped or plugged in a watertight method and **inspected** by the City.
6. All addresses shall be seeded with grass prior to the completion of the job.

Furnish Fencing