



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 22, 2019

Department Safety & Code Enforcement **Director Approval** David Cowan

AGENDA ITEM Consider awarding bids received on the following condemned structures:

1. 517 W. Chestnut Street
2. 606 Fountain Street
3. 215 Earl Street
4. 1732 N. 10th Street

SUMMARY RECOMMENDATION City Staff recommends awarding demolition bids to G&G Dozier for the above-listed structures.

BACKGROUND The following bids were received with Charles Billman, JRB Industries, Inc. & G&G Dozier. G&G Dozier has the overall low bid.

	JRB INDUSTRIES, INC	G & G DOZER	CHARLES BILLMAN
COMBINED BID	22,100.00	21,000.00	BID REJECTED - LATE
517 W CHESTNUT	7,200.00	7,500.00	BID REJECTED - LATE
606 FOUNTAIN	6,200.00	5,500.00	BID REJECTED - LATE
215 EARL STREET	5,200.00	4,500.00	BID REJECTED - LATE
1732 N 10TH STREET	3,500.00	3,500.00	BID REJECTED - LATE
	\$ 22,100.00	\$ 21,000.00	

BUDGET IMPACT City has budgeted funds in the demolition fund to cover the cost of these demolitions.

SUGGESTED MOTION I move to award the demolition bid to G&G Dozier for a total of \$21,000.00 .

SUPPORTING DOCUMENTS Bid Documents

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. Individual Bids:

517 West Chestnut Street \$ 7200.⁰⁰
606 Fountain Street \$ 6200.⁰⁰
215 Earl Street \$ 5200
1732 North 10th Street \$ 3500.⁰⁰

B. Combined Bid:

\$ 22,100.⁰⁰

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.

JRB Industries, Inc.
Name of Bidder (Printed)

Box 603 Parsons, Ks. 67351
Address

James Beachner
Signature

7-18-19
Date

Pres.
Title

620-423-1070
Contact Phone Number
jamesbeachner@gmail.com

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. Individual Bids:

517 West Chestnut Street \$ 7,500⁰⁰
606 Fountain Street \$ 5,500⁰⁰
215 Earl Street \$ 4,500⁰⁰
1732 North 10th Street \$ 3,500⁰⁰

B. Combined Bid:

\$ 21,000⁰⁰

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)

1875 Hwy 75N, Lawry, KS 67333
Address

by Julie Gorby
Signature

7/18/19
Date

OWNERS Gary & Julie Gorby
Title

620-879-5243
Contact Phone Number

ADVERTISEMENT FOR BID

The City of Independence, Kansas, is accepting bids for the demolition of structure(s) located at 517 West Chestnut Street, 606 Fountain Street, 215 Earl Street, 1732 North 10th Street in Independence, Kansas.

Bids will be received at the office of the City Clerk, 811 W. Laurel Street, Independence, Kansas, 67301 until 2:00 p.m., Thursday, July 18, 2019. At that time the bids will be publicly opened and read aloud.

Bids are to be enclosed in a sealed envelope and marked plainly on the outside "Building Demolition Bid". If mailed, the sealed envelope is to be enclosed in another sealed envelope also marked plainly on the outside as previously designated.

Bids are to be submitted with a price for the demolition of each structure and for all locations combined. **Do Not include the removal of transite siding in the bid as it will be removed by others.** The City reserves the right to accept the bid based upon the lowest total bid per structure or for all structures combined.

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

Proof of Liability Insurance and Workers Compensation Insurance shall be furnished with the bid. Liability insurance shall require a minimum of \$500,000.00.

The general liability insurance should have no exclusions relating to bodily injury or property damage resulting out of explosion, collapse, or underground hazards and no exclusions relating to demolition operations.

The City reserves the right to make any investigation deemed necessary by the City to determine the ability of the bidder to do the project. Bidders shall furnish to the City such information as requested to determine the bidder's qualifications. The City further reserves the right to reject any bid if the City deems the bidder not properly qualified to complete the project.

Bids shall be guaranteed for a period of sixty (60) days from the date and time set to receive bids.

The project shall be completed in thirty (30) days from the date of the Notice to Proceed.

David W. Schwenker, City Clerk

Date: _____

INFORMATION FOR BIDDERS

Bids will be received by the City of Independence, Kansas at the office of the City Clerk until 2:00 p.m., Thursday, Thursday 18, 2019, at which time the bids will be opened publicly and read aloud. The apparent low bid will then be submitted to the Independence City Commission at a regular meeting for their formal action.

Each bid must be submitted in a sealed envelope addressed to the City Clerk, 811 W. Laurel Street, Independence, Kansas, 67301, plainly marked on the outside "Building Demolition Bid". The envelope shall bear on the outside the name and address of the bidder. If forwarded by mail the sealed envelope containing the bid shall be sealed in another sealed envelope also plainly marked and addressed as above.

All bids must be submitted on the attached Bid Schedule. The Bid Schedule must be fully completed and executed with all blank spaces filled in with ink or typewritten. Only one (1) copy of the Bid Schedule is required and will be accepted.

Bids are to be submitted with a price for the demolition of each structure and for all locations combined. **Do Not include the removal of transite siding in the bid as it will be removed by others.** The City reserves the right to accept the bid based upon the lowest total bid per structure or for all structures combined.

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

The City reserves the right to accept or reject any or all bids or to waive any informalities or minor defects should they occur as may best benefit the City. Any bid may be withdrawn by the bidder up to the scheduled time set for the opening of the bids or authorized postponement thereof. Any Bid received after the date and time set for the bid opening shall not be considered and shall be returned unopened to the bidder. No bidder may withdraw a Bid within thirty (30) days after the actual date and time set for the Bid opening. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual written agreement by and between the City of Independence and the bidder.

Bidders must satisfy themselves of the conditions and requirements of each location in the Bid Form by a personal examination of the site and review of the specifications including any and all addenda. After the Bids have been submitted and received by the City of Independence, the Bidder may not assert that there was a misunderstanding concerning the quantities or the scope of the work to be done.

The City of Independence shall provide to the bidders prior to the scheduled bid opening any information which, in the judgment of the City, is pertinent to and delineates and describes the project.

The Contract Documents contain the provisions and requirements for the project. Information obtained from an officer, agent, employee of the City or any other person shall not affect the risks and obligations assumed by the Contractor or relieve him from fulfilling any and all of the conditions of the contract.

The successful bidder to whom the Contract is awarded shall execute two (2) copies of the Contract Documents as provided by the City, each of which shall be considered an original document. In case of

failure of the Bidder to execute the Agreement within the time period set, consider the Bidder in default and award the contract to the next lowest, most responsible bidder.

The City of Independence shall within thirty (30) days of the date of the receipt of an acceptable Agreement, execute the Agreement and return to said party a completed duplicate of the Contract Documents. Should the City of Independence not execute the Documents within such time period, the Bidder may, by written notice, withdraw his signed Agreement. Such Notice of Withdrawal shall be effective upon the date of receipt.

The Notice To Proceed shall be issued upon execution of the agreement pending the approval of the appropriate Federal and State agencies. Should there be reason why the Notice To Proceed cannot be issued other than pending Federal and State agency review, the time may be extended by mutual agreement by and between the City of Independence and the Contractor. If the Notice To Proceed has not been issued within the extended period mutually agreed upon as stated above, the Contractor may terminate the Agreement without further liability on the part of the City of Independence or the Contractor.

The Contractor shall notify the adjoining property owner(s) within forty-eight (48) hours before commencing any work on the project that will affect any residence or business establishment.

The Contractor shall notify all utility companies two working days before commencing any work on the project.

The City may make any such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by and subsequent investigation of the bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Agreement and to complete in a workmanship manner the project as specified in the Plans and Specifications.

A conditional or qualified bid shall not be accepted.

The Contract shall be awarded to the lowest and most responsible bidder and which is in the best interest of the City.

All applicable laws, ordinances, rules and regulations of all authoritative agencies having jurisdiction over any or all of the construction of the project shall apply to the Contract throughout.

Each bidder is responsible for inspecting the demolition locations, reading and being thoroughly familiar with all of the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve the successful bidder from any obligation in respect to his bid.

The apparent low bidder shall furnish to the City the names and addresses of all subcontractors if requested to do so by the City.

**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. Comply with all requirements for asbestos removal and disposal.
3. Haul the demolition material to a KDHE approved landfill site. **(The City demolition site will not be used for this project.)**
4. Sewer line shall be capped or plugged in a water tight method and inspected by the City.
5. All addresses shall be seeded with grass prior to the completion of the job.

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. Individual Bids:

517 West Chestnut Street \$ _____
606 Fountain Street \$ _____
215 Earl Street \$ _____
1732 North 10th Street \$ _____

B. Combined Bid:

\$ _____

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.

Name of Bidder (Printed)

Address

Signature

Date

Title

Contact Phone Number

DEMOLITION CONTRACT

THIS AGREEMENT, entered into this _____ day of _____, 2019, 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.

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:

By
Title

Mayor
Attest:

David W. Schwenker, City Clerk
Date (Seal)

STRUCTURE DEMOLITION SPECIFICATIONS

1. Demolition shall be the removal and disposal of the entire building, any outbuildings, concrete slabs or any other associated structures at such locations as designated by the City. This shall also include all unmarked trees and any brush, vines or bushes, etc. necessary to clear lot.

NOTE: Contractor shall be responsible, at his own expense, for removing and disposing in the Montgomery County Landfill or other KDHE approved landfill site, any and all materials. (The City demolition site will not be used for this project.) This shall include but not be limited to paint cans, carpet, furniture, appliances, and other household trash as designated by the City.

2. If required by the City prior to commencing work, the Contractor shall submit to the City a proposed method of operations for the removal and disposal of the structure(s). The schedule of coordination for shut-off, capping or discontinuation of utility services shall be submitted if so required by the City. Utilities may be left intact only by written request to the City by the owner of record prior to commencing work on the project.
3. Structures to be demolished shall be vacated and discontinued from use or inhabitation prior to commencing work. The Contractor shall cease work immediately and report same to the City upon discovering either persons occupying the structure(s) for any reason or any other extenuating circumstances that would require action by the City or the owner before continuing demolition operations.
4. The City of Independence assumes no responsibility for the actual condition of the structures to be demolished. The Contractor shall satisfy himself through his own personal investigation of the structural conditions of the building.
5. The Contractor shall not be permitted to use any form of explosive devices or dispose of the materials by burning in the demolition of the structure(s) either at the site or any landfill.
6. The Contractor shall conduct the demolition and removal operations to ensure minimum interference with roads, streets, walks or other adjacent structures or facilities. Any damages caused by the demolition operations to adjacent structures, roads, streets, walks, personal property, etc. shall be repaired or otherwise compensated for by the Contractor at no expense to the City or additional change orders to the contract.

No streets, walks or other facilities shall be closed or otherwise obstructed for any length of time without written permission from the City prior to the Contractor commencing work. All authorities having jurisdiction over the affected facilities shall be notified by the Contractor no less than twenty-four (24) hours prior to commencing work.

If it is necessary to close or otherwise obstruct a street or walkway, the Contractor shall provide at his own expense an alternate route which shall be marked and guarded to ensure the safety of the public. The plans for such alternate routes shall be approved by the City in writing prior to commencing work. Any barricades necessary for the protection of the public during the completion of the demolition operations shall be furnished and maintained by the Contractor. If said barricades are required to be in place over night, adequate flashing warning lights shall be placed on the barricades to ensure night time visibility.

7. The Contractor shall provide safe passage to the public around the demolition area. Demolition operations shall be conducted to prevent damage to adjacent structures, facilities or operations and shall ensure the safety of the public from the demolition operations.

The City shall reserve the right to immediately suspend demolition operations upon finding a condition or situation which the City feels is unsafe for any reason. Work shall not continue until said situation or condition has been corrected in a manner acceptable to the City.

The Contractor shall provide at his own expense all interior and exterior shoring and bracing as needed to support, prevent movement, settlement or premature collapse of the structure to be demolished. Said support shall remain in place as long as necessary to provide safe conditions.

8. The Contractor shall promptly repair or cause repairs to be made to adjacent facilities or structures all damages caused by the demolition operations. Said cost incurred by the repairs shall be made by the Contractor at no cost to the City or owners of the adjacent property.

The Contractor shall furnish to the City written approval by the owners of said property that acceptable repairs or settlements have been made before final payment has been made and the Demolition Bond is returned.

9. The Contractor shall use water sprinkling, temporary enclosures or other suitable methods to ensure the lowest practical level of dust and dirt arising and scattering into the air. The Contractor shall comply with all regulations of all governmental agencies having jurisdiction over environmental protection as applies to building demolition operations.
10. White goods - air conditioners, refrigerators, freezers, stoves and ovens, microwave ovens, dishwashers, washers and dryers, water heaters, furnaces, televisions, and computers. Remove all items noted in this category and dispose of per Kansas Department of Health and Environment guidelines.
11. Household hazardous wastes - batteries, cleaning supplies, lawn & garden products, indoor pesticides, thermometers and medicines, automotive products, paints, other household chemicals shall be removed from structure and disposed of at Montgomery County Household Hazardous Waste Department, County Barn, Independence, Kansas, on a daily basis.
12. Special waste-medical supplies, sharps, ammunition, medical waste, freezers and refrigerators that contain food. A special waste permit will be issued to the City for these items. Disposal shall be at an approved sanitary landfill.
13. Putrescible waste and household garbage - Canned goods, all food items and any other fast decomposing material that may be found in the structure to be demolished should be separated and taken to an approved sanitary landfill.
14. The Contractor shall demolish the structure completely, remove and dispose of all materials from the site. Such methods as required to safely complete the work in a workmanlike manner shall be employed within the confines of limitations of all governmental regulations concerning demolition operations.

15. Foundations and basement walls shall be demolished completely and disposed of off site. Basement floors shall be removed or broken thoroughly to facilitate complete drainage at the Contractors discretion providing the highest point of the floor remaining shall be a minimum of two (2) feet below the lowest point of the surface of the finished grade of the site.

16. All voids and below grade areas resulting from the demolition operations shall be filled with non-organic materials approved by the City to insure adequate drainage of the area.

Such materials shall consist of but not be limited to dirt with stone or other inorganic contents no more than six (6) inches at its widest dimension and free from debris. Trash, frozen materials, roots or other organic material shall not be permitted. The stone content of any fill material shall not exceed twenty-five (25) percent.

Prior to placing any fill material, the Contractor shall remove and dispose of all standing water, frost, frozen material, trash or debris.

Fill shall be placed in horizontal layers not to exceed six (6) inches in loose depth. Each layer shall be compacted with the fill material being maintained at an optimal moisture content to ensure a density equal to ninety (90) percent of the original adjacent undisturbed earth. If tests are required by City, the compaction tests shall be performed by a competent certified inspector at the expense of the Contractor.

The top one (1) foot of the fill area shall be top soil only suitable for the growth of vegetation with no stone, sand, gravel or large organic material such as roots, stumps, etc.

17. After completing the fill placement, the Contractor shall grade the surface to meet adjacent contours to ensure proper drainage to the surrounding property or other surface drainage structures. Care shall be taken to prevent excess drainage upon adjacent property beyond that amount normally draining across the property prior to demolition. Contractor shall place grass seed on finished grade.

18. The Contractor shall remove all debris, rubbish or other materials resulting from the demolition operations from the site.

Materials suitable for fill as specified in Paragraph 12 from the immediate site may be stored on the site at the Contractor's discretion if there is available space. No burning of any material shall be permitted on site.

19. Materials, except as noted in Paragraph 1 above, from the demolition operations shall be transported by the Contractor from the demolition site and disposed of in a KDHE approved landfill. (The City demolition site will not be used for this project.)

20. The Contractor shall be responsible for discontinuing all utilities at the demolition site(s) at his own expense and the work required shall be completed as specified by each utility.

Sewer mains shall be capped or plugged with a water tight method which shall be inspected and approved by the City.

City water service shall be removed by the City at no expense to the Contractor. Any damage to said water service prior to the disconnection by the City shall be repaired at the expense of the Contractor.

21. Unless otherwise stated in the Contract Documents, the Contractor shall have salvage rights from the date of the Notice To Proceed to any and all materials remaining in the structures to be demolished.
22. In the event that the contract is let to multiple contractors, all contractors shall cooperate in the placing of the demolition material at the landfill site.

STRUCTURE DEMOLITION

SPECIAL CONDITIONS

LANDFILL SITE

1. All demolition materials, except as noted in Paragraph 1, Page 9 of the "Structure Demolition Specifications", shall be disposed of in a KDHE approved landfill site. **(The City demolition site will not be used for this project.)**
2. Transite siding will be removed by hand, wetted and bagged (6 ml), and disposed of in an approved landfill in accordance with KDHE regulations.
3. All labor, materials and equipment necessary for the demolition operations shall be furnished by the Contractor at no expense to the City.

HAULING

The Contractor shall ensure that all trucks used for the transportation of demolition materials shall not be overloaded to the point that debris will be lost on the haul road from the demolition site to the landfill area.

The Contractor shall check the haul route routinely during the daily demolition operation to ensure that no materials from the demolition site is on any public thoroughfare and immediately remove same if any demolition material is found. A thorough cleaning of the haul route shall be completed at the end of the contract period and all demolition material shall be removed by the Contractor to the satisfaction of the City.

ORDINANCE NO. 4045

Section 1. Definitions

- A. "Water well" means any excavation that is drilled, cored, bored, washed, driven, jetted or otherwise constructed when the intended use of such excavation is for the location, diversion, artificial recharge or acquisition of ground water.
- B. "Reconstructed water well" means an existing water well that has been deepened or has had the casing replaced, repaired, added to or modified in any way for the purpose of obtaining ground water.
- C. "Abandoned water well" means a water well determined by the environmental officer of code enforcement officer of the City to be a well which:
 1. The use has been permanently discontinued;
 2. Pumping equipment has been permanently removed;
 3. Is in such a state of disrepair that it cannot be used to supply water, or it has the potential for transmitting surface contaminants into the aquifer, or both;
 4. Poses a potential health or safety hazard; or

5. Is in such a condition it cannot be placed in active or inactive status.

- D. "Cistern" means a partially or entirely subterranean reservoir capable of water storage without water production capabilities.

Section 2. Compliance

All water wells or cisterns must comply with all rules and regulations adopted by the State of Kansas and the City of Independence. All existing cisterns must be equipped with a workable pump and must be constructed so as to inhibit hazards or contamination, or must be abandoned.

Section 3. Abandoned water wells

All abandoned water wells shall be plugged or caused to be plugged by the landowner in compliance with rules and regulations adopted by the State of Kansas and the City of Independence.

Section 4. Cistern abandonment

Cistern abandonment must be completed by:

- A. Removal of water;
- B. Clear debris such as piping, hardware, non-masonry or stone materials from inside and around the site;
- C. Puncture the bottom so as to eliminate water retaining capabilities;
- D. Plug openings such as underground inlet pipes with concrete;
- E. Fill the entire interior areas of the cistern with sand, gravel or other clean inert granular material allowing for settlement; and
- F. Cover with a nonremovable lid.