CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	April 9, 2013	
RESOLUTION OR ORDINANCE NUMBER	R-13-36	
AGENDA TITLE	**Demolition Bids**	
REQUESTING DEPARTMENT	Code Enforcement	
PRESENTER	James Grimmett	
FISCAL INFORMATION	Cost as recommended:	$15,450
	Budget Line Item:	520-5-000-478
	Balance Available	$136,600
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE	To approve the bid for the demolition of 5 structures; 1. 1107 Sycamore – Single Story House 2. 508 E. 6th – Single Story House 3. 108 W. Martin – 1 ½ Story House 4. 206 W. 12th – Single Story House 5. 1318 W. 7th – Single Story House	
BACKGROUND	The City transfers $150,000 from the Electric Utility fund annually for this purpose.	
SPECIAL NOTES		

ANALYSIS	Sealed bids were received from 2 contractors on April 3, 2013 at 2:00 pm. 1. G & G Dozer $15,682 2. Muller $15,450
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends awarding the demolition contract to Muller Construction in the amount of $15,450.
REFERENCE DOCUMENTS ATTACHED	Bid documents attached

RESOLUTION NO. R-13-36

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT WITH MULLER CONSTRUCTION FOR THE DEMOLITION AND DISPOSAL OF FIVE STRUCTURES.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and the City Clerk be and are hereby authorized to execute a contract with Muller Construction and to authorize payment to same in the amount of $15,450 for the demolition and disposal of five structures located in the City of Coffeyville.

The property locations are:

1. 1107 Sycamore - single story house
2. 508 E. 6th - single story house
3. 108 W. Martin - 1 ½ story house
4. 206 W. 12th - single story house
5. 1318 W. 7th - single story house

ADOPTED THIS 9th DAY OF APRIL, 2013.

_____
Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

Landfill Permit Number _____

Location: City_____ County _____ State_____

Waste Transporter _____

<u>Properties for demolition: Bid Date: April 3rd 2:00pm</u>

1. 1107 Sycamore, One story, 640 Sq ft

2. 508 E. 6th, One story, 1,502 Sq ft

3. **108 W. Martin, 1 ½ Story, 1,084 Sq ft**

4. **1318 W. 7th, One story, 1,044 Sq ft**

5. **206 W. 12th, One story, 1,426 Sq ft**

RECEIVED
APR 03 2013
CITY CLERK

City of Coffeyville Demolition Bid
April 3, 2013

Description:

Provide all labor and materials to complete the structure demolition and removal project as indicated in the attached instructions.

1.	1107 Sycamore Single Story House	$ 1500.00
2.	508 E. 6th Single Story House	$ 3300.00
3.	108 W. Martin 1 1/2 Story House	$ 2950.00
4.	206 W. 12th Single Story House	$ 3700.00
5.	1318 W. 7th Single Story House	$ 4,000.00
	Lump Sum Bid	$ 15,450.00

The bidder acknowledges receipt of the following:
✓ Invitation to Bid
✓ Minimum Bonding Requirements

Anticipated start date 4/22/13

Anticipated completion date 7/31/13

Muller Construction Inc.
Company Name

Mark Muller
Signature

P.O. Box 1235 Coffeyville, Ks 67337
Address

620 251 2020
Phone

Disposal Site Muller Construction, Inc. C+D Landfill

KDHE Licensed Municipal Solid Waste (Sanitary) or Construction/Demolition (C&D)

RECEIVED

APR 03 2013

CITY CLERK

City of Coffeyville Demolition Bid
April 3, 2013

Description:

Provide all labor and materials to complete the structure demolition and removal project as indicated in the attached instructions.

1. 1107 Sycamore
   Single Story House — $ 2,520.00

2. 508 E. 6th
   Single Story House — $ 3,755.00

3. 108 W. Martin
   1 1/2 Story House — $ 2,710.00

4. 206 W. 12th
   Single Story House — $ 3,132.00

5. 1318 W. 7th
   Single Story House — $ 3,565.00

Lump Sum Bid — $ 15,682.00

The bidder acknowledges receipt of the following:

X Invitation to Bid
X Minimum Bonding Requirements

Anticipated start date: 4-22-13

Anticipated completion date: 4-26-13

G+G Dozer, LLC
Company Name

Signature

1875 Hwy. 75 N, Caney
Address

620-879-5243 (o)
Phone 620-515-5240 (c)

Disposal Site G+G Landfill - Caney, KS.

KDHE Licensed Municipal Solid Waste (Sanitary) or Construction/Demolition (C&D)

DEMOLITION CONTRACT

THIS AGREEMENT, entered into this 9th day of April, 2013, by and between the City of Coffeyville, Kansas, hereinafter referred to as "City" and Muller Construction, hereinafter referred to as "Contractor".

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

1. The Contractor will commence and complete demolition operations for the property as described in Contractor's bid, which was accepted by the City on April 9, 2013.

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 within ten (10) calendar days after the date of this Contract, and will complete the same within forty-five (45) days, unless the period for completion is extended with the consent of the City.

4. The Contractor agrees to perform all the work in accordance with the Structure Demolition Specifications, a copy of which is attached hereto and marked "Exhibit A".

5. The City of Coffeyville will pay to the Contractor the sum of $15,450 upon completion of the work.

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

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

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

Contractor: Muller Construction	City of Coffeyville, Kansas
_____	_____
	Mayor
Witness:	Attest:
_____	_____
	Cindy Price, City Clerk

Exhibit A
STRUCTURE DEMOLITION SPECIFICATIONS

1. Demolition shall be the removal and disposal of the entire building, any outbuildings, concrete slabs, asphalt slabs, or any other associated structures at such locations as designated by the City. This shall also include trees, bushes, etc. necessary to completely clear the property. (The City will mark / identify any trees or bushes that are not to be damaged or removed from the property.) Contractor shall be responsible, at his own expense, for the removal and disposal, in a KDH&E approved landfill site, of any and all materials. 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 operation for the removal and disposal of the structure. The schedule of coordination for shut-off, capping or discontinuation of utility services shall be submitted if so required by the City.

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 for any reason or any other extenuating circumstances that would require action by the City before continuing demolition operations.

4. The City of Coffeyville assumes no responsibility for the actual condition of the structure 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 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. The Contractor shall notify all authorities having jurisdiction over the affected structure/facilities no less than twenty-four 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 City in writing prior to commencing work shall approve the plan for such alternate routes. 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 nighttime visibility.

7. The Contractor shall provide safe passage to the public around the demolition area. Demolition operations shall be conducted in 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 for 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. 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.

11. Foundations and basement walls and floors shall be demolished completely and disposed of off site.

12. All voids and below grade areas resulting from the demolition operations shall be filled with clean fill approved by the City to insure adequate drainage of the area.

    Such material 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 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 optimal moisture content to ensure a density equal to ninety-five percent (95%) of the original adjacent undisturbed earth. If the City requires tests, a competent certified inspector at the expense of the Contractor shall

perform the compaction tests. City shall pay Contractor the sum of $7.25 per cubic yard for delivering and compaction of fill material.

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

13. 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.

14. 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.

15 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 KDH&E approved landfill.

16 The Contractor shall be responsible for discontinuing all utilities at the demolition site 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 watertight method, which shall be inspected and approved by the City.

    City water service shall be removed / disconnected 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.

17. The Contractor shall have salvage rights from the date of the Contract to any and all materials remaining in the structures to be demolished.

18. 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.

19. Proof of Liability Insurance and Workers Compensation Insurance shall be furnished by Contractor prior to commencing any work. Liability insurance shall require a minimum of $1,000,000.