CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	April 23, 2013	
RESOLUTION OR ORDINANCE NUMBER	R-13-41	
AGENDA TITLE	**Demolition Bids**	
REQUESTING DEPARTMENT	Code Enforcement	
PRESENTER	Tammy Dixon	
FISCAL INFORMATION	Cost as recommended:	$14,125
	Budget Line Item:	520-5-000-478
	Balance Available	$121,150.00
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE	To approve the bid for the demolition of 5 structures; 1. 403 W. 3rd Single Story House 2. 506 W. 2nd 1 ½ Story House & Garage 3. 808 W. 9th Two Story House 4. 1511 W. 7th Single Story House & Shed 5. 1515 S. Willow Single Story House	
BACKGROUND	$150,000 is transferred from the Electric Utility fund annually	
SPECIAL NOTES		
ANALYSIS	Sealed bids from two contractors were received at 2 p.m. on Tuesday, April 23. The total bid for demolition of 5 properties from Muller Construction was $26,000; the bid from G & G Dozer was $14,125.	

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Award a contract to G & G Dozer for demolition and removal of five structures in the total amount of $14,125.
REFERENCE DOCUMENTS ATTACHED	Bid documents attached

RESOLUTION NO. R-13-41

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT WITH G & G DOZER 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 G & G Dozer and to authorize payment to same in the amount of $14,125 for the demolition and disposal of five structures located in the City of Coffeyville.

The property locations are:

1. 403 W. 3rd - single story house
2. 506 W. 2nd - 1 ½ story house and garage
3. 808 W. 9th - 2 story house
4. 1511 W. 7th - single story house and shed
5. 1515 S. Willow - single story house

ADOPTED THIS 23rd DAY OF APRIL, 2013.

_____
David George, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

April 17, 2013

INVITATION TO BID

The City of Coffeyville, Kansas, is accepting sealed bids for the demolition and removal of certain structures located within the City. The proposed work will be on property previously condemned by the City of Coffeyville or on property that has been through the Blight process. Bid amount to include removal of structure; **concrete footings; concrete slabs**; filling/grading; cleaning the premises of all debris, rubbish and discarded building material; filling all open wells, cisterns, cellars, basements and other excavations located on such lots; and leaving the same in an even, clean and sanitary condition. The lots shall be graded and cleaned to the satisfaction of the City's Code Enforcement Officer and shall be suitable for finish mowing. Unsightly shrubs or trees shall be removed or trimmed. **A licensed plumber is to disconnect sanitary sewer line as specified**. Bids should include the number of days required to complete the work. Bidders will be required to use their own equipment. Contractors shall prepare bids on a Per Structure Basis, as well as a lump sum bid.

Prospective bidders are encouraged to conduct a site visit prior to bidding to aid in their assessments. Under the authority of the Clean Air Act, the Administrator of the United States Environmental Protection Agency (EPA) has promulgated National Emission Standards for Hazardous Air Pollutants (NESHAP). Asbestos was designated a hazardous air pollutant, and standards were set for its use and control. Demolition of certain buildings and structures was determined to be a significant source of asbestos emissions. Contractors are required under the Clean Air Act to allow EPA personnel to freely enter facilities or demolition sites, review records, inspect any demolition method, and sample or observe any emissions. All demolition must be undertaken in compliance with the applicable provisions of the Clean Air Act. The Successful Bidder is responsible for compliance with NESHAP.

The Successful Bidder will be required to have a current Contractor's License with the City of Coffeyville, proof of Workers Compensation insurance, and be responsible for Demolition Permits with the City of Coffeyville. There are no fees for Demolition Permit.

Property addresses are on the following page.

Sealed bids should be submitted to City of Coffeyville, 7th & Walnut, P.O. Box 1629, Coffeyville, KS 67337. Bids are due in the City Clerk's office by 2:00 p.m. on Tuesday, April 23, 2013. Bids will be opened at that time. Bids shall be placed in a sealed envelope and labeled "Demo Bid." The City of Coffeyville reserves the right to reject any and / or all bids or portions thereof.

For inquiries, or if you would like to meet for an onsite inspection or review the scope of work prior to the bid deadline, please contact Tammy Dixon, Code Enforcement Officer, at 620-252-6149 or email tdixon@coffeyville.com.

City of Coffeyville Demolition Bid
April 23, 2013

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

1. 403 W. 3rd $_____
   Single Story House

2. 506 W. 2nd $_____
   1 1/2 Story House & Garage

3. 808 W. 9th $_____
   Two Story House

4. 1511 W. 7th $_____
   Single Story House & Shed

5. 1515 S. Willow $_____
   Single Story House

   Lump Sum Bid $_____

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

Anticipated start date _____

Anticipated completion date _____

_____ _____
Company Name Signature

_____ _____
Address Phone

Disposal Site _____

KDHE Licensed Municipal Solid Waste (Sanitary) or Construction/Demolition (C&D) Landfill Permit Number _____

Location: City_____ County _____ State_____
Waste Transporter _____

<u>Properties for demolition: Bid Date: April 23rd 2:00pm</u>

1. **403 W. 3rd, Single story house. 963 Sq ft**

2. **506 W. 2nd, 1 ½ story House & Garage. 1,670 Sq ft**

3. **808 W. 9th, Two Story House. 1,820 Sq ft**

4. 1511 W. 7th, Single Story House. 670 Sq ft

5. 1515 S. Willow, Single Story House. 956 Sq ft

DEMOLITION CONTRACT

THIS AGREEMENT, entered into by and between the City of Coffeyville, Kansas, hereinafter referred to as "City" and G & G Dozer, 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 23, 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 agrees to perform all the work in accordance with the Structure Demolition Specifications, a copy of which is attached hereto and marked "Exhibit A".

4. The City of Coffeyville will pay to the Contractor the sum of $14,125 upon completion of the work.

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

6. Should the Contractor not complete the work described herein by the date of completion, 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: _____ City of Coffeyville, Kansas

_____ _____

Date David George, Mayor Date

Witness: Attest:

_____ _____

Date Cindy Price, City Clerk Date

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. The lot shall be graded and cleaned to the satisfaction of the Code Enforcement Officer and shall be suitable for finish mowing. Unsightly shrubs or trees shall be removed or trimmed. 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 trash and debris.

    Fill shall be placed in horizontal layers not to exceed six (6) inches in loose depth.
    The top of the fill area shall be topsoil 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 Sewer mains shall be capped or plugged with a watertight method. Any damage to 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.