



**REQUEST FOR BID
Demolition of Condemned House**

City of Kingman, Kansas (hereinafter referred to as “City”) is seeking to obtain bids for demolition of a condemned property located at 225 East B Avenue, Kingman, Kansas. It is anticipated that an official contract will be issued after approval of the recommended bid.

Carefully review this request for bid. It provides specific technical information necessary to aid in participating organizations formulating a thorough response. Bids should be completed and returned to:

Greg Graffman, City Manager
City of Kingman
324 N. Main
Kingman, Kansas 67068

Sealed bids are to be submitted NO LATER THAN 3:00 p.m. on October 23, 2024. Bid responses will be acknowledged and read into record at a bid opening, which will occur on October 23, 2024, at 3:00 p.m. in the Kingman City Commission Meeting Room at 324 N. Main, Kingman, Kansas.

1. ABOUT THIS DOCUMENT

The nature of this request is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful bidder will understand that portions (POTENTIALLY ALL) of their bid may become public record at any time after receipt of bids. Bid responses, purchase orders and final contracts are subject to public disclosure after award.

2. BID CONDITIONS

- a. The City of Kingman reserves the right to reject any and all bids, to accept or reject any item or items in the bids, and to waive any irregularities in the bids.
- b. Alternate bid proposals will be considered for award. City of Kingman reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein.
- c. The bids submitted, and any further information acquired through interviews/demonstrations, will become and are to be considered a part of the final contract. If there is any variance or conflict, the City of Kingman specifications shall control.
- d. The City of Kingman interprets the term lowest responsible bidder/proposal as requiring the City of Kingman to (A) choose between the kind of services subject to the bid, and (B) determine which bid is most suitable for its intended use or purpose. The City of Kingman can consider among other factors, however not limited to, such things as labor cost, services, parts availability, and maintenance cost of items upon which bids are received. City of Kingman will determine any differences or variations in the quality or character of the services performed or provided by the respective bidders. All requested information must be provided. If you cannot respond to the request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist the City of Kingman in analyzing your bid.
- e. The Contractor is required to keep in force a liability insurance policy and must list the City as an additional insured under the policy in the amount of \$250,000 for the duration of the project. A copy of the Liability Insurance Coverage certificate must be provided with the bid form.
- f. The Contractor is required to provide proof of workers' compensation insurance or provide an affidavit of exempt status with their bid form.

- g. Contractor must have a current contractor license from the City of Kingman.
- h. Work on this project must be completed by November 30, 2024.
- i. Final decisions on the submitted bids will be made by the Kingman City Commission.

3. ITEMS FOR BIDS (PLEASE BID EACH OPTION SEPERATELY)

The City of Kingman is accepting bids for demolition of the structures on 225 East B Avenue, Kingman, Kansas. The governing body of the City of Kingman has condemned this structure and determined that it should be removed.

4. SCOPE OF PRIMARY WORK TO BE BID

- The condemned house and accessory building on 225 East B Avenue, Kingman, Kansas, is to be demolished and removed from the property.
- Contractor shall be responsible for lawful disposal of the demolition materials and provide proof of such disposal.
- Contractor shall be responsible for acquiring all utility locates and disconnections that are necessary to complete this work.
- The sewer is to be plugged with concrete after the structure is demolished.
- All federal, state, and local laws, codes, and ordinances must be followed for any work done.
- After the work is completed, the site must be inspected by the City Building Inspector. No payments will not be disbursed to Contractor until work is compliant with City codes and ordinances.
- All other trash and rubbish found on the premises shall also be disposed of properly and Contractor shall provide proof of such lawful disposal.
- The lot should be left in a reasonably smooth condition after demolition has occurred with no ruts.
- Contractor shall not damage neighboring properties during the course of this project.
- If Contractor discovers anything of salvage value in the condemned house, it must be brought to the attention of the City because such salvage must be sold pursuant to State statute.

Experience: It is preferred that Contractors have two (2) years of demolition experience. Contractors must also be at least eighteen (18) years of age.

Contract: The chosen Contractor will be required to sign a contract with the City that comports with the terms of the successful bid prior to initiating work.



City of Kingman, Kansas – Bid Form

Please turn this form in with your bid.

By submitting this bid the undersigned agrees to all terms set forth herein and will provide the specified services as stated herein.

Bidder (Name of Contractor) _____

Contractor's Address: _____

Contractor's Phone: _____

Contractor's Email: _____

Is Contractor currently licensed by the City of Kingman: _____ Yes _____ No

Contractor can provide proof of workers' compensation insurance or an affidavit of exempt status:

_____ Yes _____ No

(ATTACH PROOF OF WORKERS' COMP INSURANCE OR AFFIDAVIT TO THIS BID FORM)

Contractor can provide the required liability insurance: _____ Yes _____ No

(ATTACH CERTIFICATE OF INSURANCE TO THIS BID FORM)

Bid Total for Project Work: \$ _____

Authorized Signature _____

Print Name _____

Title _____ Date _____

Questions and Clarifications

All questions regarding the bidding process or material should be directed to Greg Graffman, City Manager, at 620-532-3111. In submitting a response to this document, Contractor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions. Please be aware the City of Kingman may choose to accept part of your bid or all of it. Any bid shall be subject to approval by the Kingman City Commission.

EXEMPT STATUS FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation.

1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Do you maintain commercial general liability insurance or other business insurance?
2. The contractor exercises very little control over the details of your work or independence. You exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?
3. You are engaged in a distinct occupation or business for others. Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?
4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor.
5. Your occupation requires special skills, license, education or training.
6. The contractor does not supply the things needed to perform your job such as the tools and the place of work. Do you operate a vehicle owned by the contractor? Was the work performed at your business or the contractor's business location or jobsite?
7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?
8. You are paid as a separate contractor, not as an employee. Do you invoice the Contractor for your services? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor?
9. Your work is not the regular business of the Contractor
10. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Based upon these factors, do you believe that you are an independent contractor with exempt status?

_____ Signature _____
(WRITE YES OR NO) (INDEPENDENT CONTRACTOR/EXECUTOR)

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense.

AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION ACT

State of Kansas)
County of _____)

I, _____ state under oath as follows:

1. I, _____ (Name of individual) operating as _____ (independent contractor's business name), have agreed to provide services to _____ (Contractor) during calendar year _____.

2. I have read, signed and attached the Exempt Status Fact Sheet and understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

3. I understand that based upon the representations in this Affidavit of Exempt Status, I am requesting that _____ (Insert contractor's name) consider my business to be that of an independent contractor; that I am not an employee under the Workers' Compensation Act and the policy issued by _____ (Insurance Carrier).

4. I am an independent contractor, not an employee of the contractor. I do not want workers' compensation insurance and understand that I am not eligible for Workers' Compensation benefits.

5. I agree to obtain workers' compensation and employers' liability insurance for my employees if any, or otherwise be responsible for payment of earned premium for any employees determined to be mine, unless they are otherwise determined to be exempt from the requirements of the Workers' Compensation Act.

6. I have read, signed and attached the Exempt Status Fact Sheet describing what is an Independent Contractor and the information provided is not the result of force, threats, coercion, compulsion or duress.

7. I understand that the execution of the affidavit shall establish a rebuttable presumption that {the executor} is not an employee for purposes of the Workers' Compensation Act.

8. I understand that the execution of an affidavit shall not affect the rights or coverage of any employee of the individual executing the affidavit.

9. I understand that knowingly providing false information on an Affidavit of Exempt Status Under the Workers' Compensation Act shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00) per violation.

Independent Contractor Signature _____ Date _____
Name _____ Title _____
Signature _____ Business Name _____

Contractor signature _____ Date _____
Name _____ Title _____
Signature _____ Business Name _____

Notary Public
Signed and sworn to before me on this _____ day of _____, 20____ by _____
My Commission Expires: _____ Commission # _____

Notary Public
This form is to be signed and notarized at the start of a job/project for this contractor and is good for the job/project or any similar job/project performed for the contractor for one year from the date of notary.

Note: It is a crime to falsify the information on this form.