

**BIDDING INSTRUCTIONS AND SPECIFICATIONS
FOR THE SALE AND REMOVAL OF BUILDINGS
ON TRUNK HIGHWAY RIGHT OF WAY
(INCLUDING FOUNDATION REMOVAL)**

BIDDING INSTRUCTIONS

The sale contract for the purchase and removal of the buildings listed for sale on the attached Description Sheet will be administered by the State of Minnesota, Department of Transportation (herein referred to as "the state").

Before bidding on a building, the bidder should inspect the building and become aware of existing site conditions. Bidders may arrange with the state for inspecting the interior of any building listed for sale, during the times shown on the Description Sheet.

Because these buildings are vacant, the state cannot guarantee that any building will remain in the condition which the bidder finds it in during inspection preparatory to submitting a bid. **ALL BUILDINGS WILL BE SOLD "AS IS."**

If the Description Sheet lists any item for sale which is not a building, these Bidding Instructions and Specifications shall govern (to the extent applicable) the sale and removal of that item, and the description of the listed item shall be substituted for the word "building" as used herein.

The time limitations prescribed by these Bidding Instructions and Specifications expire at 4 P.M. on the last calendar day within the time period unless that calendar day falls on a Saturday, Sunday, or legal holiday, in which case the limitation will expire at 4 P.M. on the next day that the State offices are open for business.

All bids must contain a minimum bid security of 10 percent of the amount of the bid.

The bid security must be in the form of a certified check, cashier's check, or money order. Cash and personal checks will not be accepted and will cause rejection of a bid. Remittances must be made payable to "Minnesota State Treasurer."

The state makes no representation or warranty, express or implied, that any building being offered for sale will conform to the building code or permit requirements of any local jurisdiction having control over the relocation of these buildings.

THE BIDDER ASSUMES ALL RISK THAT A BUILDING CAN BE MOVED OVER ANY CONTEMPLATED ROUTE, THAT NECESSARY PERMITS FOR RELOCATING THE BUILDING CAN BE OBTAINED, AND THAT THE BUILDING CAN BE MOVED OFF THE RIGHT OF WAY WITHIN THE TIME PERIOD ALLOWED IN THIS PROPOSAL.

SPECIFICATIONS

AWARD OF THE SALE CONTRACT

The state will award a sale contract to the highest responsible bidder for each separate bid item listed on the attached Description Sheet; the state, however, reserves the right to reject any or all proposals, to waive defects and technicalities therein, or to advertise for new proposals in order to award the contract in the best interest of the State of Minnesota. (The highest responsible bidder will hereinafter be referred to as the successful bidder.)

Within 10 days after the bid opening, the state will notify the successful bidder by certified mail that his bid has been accepted. Bids may not be withdrawn during the 10 day period.

All bid securities except the bid security of the successful bidder will be returned within 10 calendar days after the date of the opening of bids. The bid security of the successful bidder will be used toward payment of the sale price.

In addition to paying the full sale price, the successful bidder must submit a performance bond in the amount specified on the Description Sheet. The performance bond may be in the form of a certified check, cashier's check, or money order made payable to "Minnesota State Treasurer." A corporate surety Performance Bond or Contract Bond will also be accepted. (A license or permit form of bond will not be accepted.) The bond will be held on deposit by the state to assure performance of the contract, and will be returned following completion of the contract (less deductions, if any, as described on pages 3 and 4).

Failure on the part of the successful bidder to pay the full sale price and to submit the required performance bond within 20 calendar days after the opening of bids shall be considered proof that the successful bidder has elected to abandon the purchase and forfeit the bid security, not as a penalty, but in liquidation of damages sustained by the State of Minnesota as a result of such failure.

Upon receipt of the full sale price and the performance bond, the state relinquishes ownership of the building to the successful bidder (subject, however, to the right of the state to dispose of the building upon default of the successful bidder as described on Page 4). Thereafter any damage to the building from fire, theft, vandalism, or other cause shall be at the risk of the successful bidder. If the building is damaged or destroyed prior to transfer of ownership, the sole remedy of the successful bidder shall be a return of the full sale price and the performance bond.

A bill of sale will be mailed to (or may be picked up by) the successful bidder. It is understood by the successful bidder that title to the building shall not create any right or title to the land upon which the building is now located.

All items listed for sale are subject to the Minnesota Sales Tax. The award letter to the successful bidder will specify the amount of sales tax due, based upon the bid price. (Bidders are consequently reminded to not include tax in the amount of their bid.)

BUILDING REMOVAL AND SITE CLEANUP

The successful bidder shall furnish and pay for all labor, material, and equipment required for the removal of the building. All work shall be done in accordance with these specifications and in accordance with local ordinances and regulations. In the event there is a conflict between these specifications and local ordinances and regulations, the local ordinances and regulations shall govern.

The successful bidder shall, at the bidder's own expense, obtain all required licenses and permits for moving the building.

The successful bidder shall have the septic tank pumped and removed to meet MPCA disposal regulations. The successful bidder shall be responsible for obtaining any permits which may be required regarding the septic system and the area must be backfilled. The successful bidder shall make arrangements with utility or public service companies for removal of meters and other equipment owned by such companies.

The successful bidder shall be responsible for filling and sealing any well shaft serving (or formerly serving) the building. The well shaft must be filled and sealed for permanent abandonment in accordance with the rules set forth in the current Water Well Construction Code of the Minnesota Department of Health. (This work must be done by a licensed water well contractor. A list of such contractors is available from the Minnesota Department of Health.) The cost of this work shall be paid by the successful bidder. The successful bidder shall notify the local building inspector when this work has been completed. Copies of the well contractor's abandoned well report to the Department of Health shall be furnished to the building inspector and to the Department of Transportation representative for this sale.

*** * * OR * * ***

The successful bidder shall have the municipal water service and sanitary sewer service connections into the building cut off and permanently sealed in accordance with the regulations and ordinances of the governmental jurisdiction in which the building is located. (Bidders are cautioned that most municipalities will require that the water service and sanitary sewer service connections must be cut off and plugged at the street main before a moving permit will be issued.) The successful bidder shall make arrangements with utility or public service companies for removal of meters and other equipment owned by such companies.

The furnace, laundry tubs, appliances, ducts, pipes, wiring, wood, wallboard, columns, and debris shall be removed from the basement.

The successful bidder shall at all times keep the premises free from the accumulation of waste materials and debris.

The successful bidder shall furnish and erect a woven wire, wood slat snow fence (or an approved substitute), approximately four feet in height completely enclosing the open basement. **The fence shall be erected on the same day that the building is pulled away from the foundation.** The fence must be kept in place until work begins on removal of the foundation.

The successful bidder shall notify the state within 24 hours following the removal of the building from the right of way. The state's authorized representative for receiving any notice provided for in these specifications shall be the person signing the award letter or the person designated in such letter.

The successful bidder shall remove the building foundation, including foundation walls, footings, and basement slabs; also steps, private sidewalks, on-grade concrete slabs, and concrete or asphalt driveways. The excavation remaining after removal of the building shall be filled to the level of the surrounding grade with clean granular-type fill material, properly sloped and compacted to allow drainage and prevent ponding of water.

The successful bidder shall be responsible to the state for the acts and omissions of the bidder's building mover and any other person or organization performing any of the work under a contract with the successful bidder.

The successful bidder agrees to indemnify and save harmless the state, its officers and employees from all suits, actions, and claims of any character brought because of injuries received or damages sustained by any person, persons, or property arising out of the removal operations; or in consequence of any neglect in safeguarding the site; or because of any act or omission, neglect, or misconduct of the successful bidder, or by any person or organization employed directly or indirectly by the successful bidder.

DELAY IN REMOVING BUILDINGS

The successful bidder shall remove the building from the right of way on or before the Removal Date specified in this proposal.

Time being an essential element of the contract, the state will be entitled to damages for failure on the part of the successful bidder to remove the building on or before the Removal Date. Because of difficulty in making a precise determination of actual damages incurred, the successful bidder will be assessed a daily charge in the amount stipulated in this proposal (see Description Sheet), not as a penalty but as liquidated damages to compensate for the additional cost incurred. Liquidated damages will be assessed on a calendar day basis for each day that the building remains on the right of way after the Removal Date, and the cumulative daily charges will be deducted from the performance bond.

No liquidated damages will accrue during the period that a building remains on the right of way past the Removal Date when the delay in moving is caused by seasonal roadway load limit restrictions imposed by any governmental jurisdiction. Liquidated damages will not be waived for any other reason.

In any action involving assessment or recovery of liquidated damages for delay in removing a building, the specified daily charges shall be presumed reasonable and shall be in addition to any other rights and remedies provided by law or under these specifications.

If the building has not been removed from the right of way by the Removal Date, the state may declare the bidder in default and give written notice demanding that the default be corrected by a time to be specified in such notice. If the successful bidder does not remove the building within the time specified, the state (without further notice to the defaulting bidder) may consider the building and all related property, material, and equipment remaining on the right of way to have been abandoned by the bidder for the state to dispose of by whatever means it may determine appropriate. The successful bidder shall be liable to the state for any costs incurred by the state as a result of the bidder's default together with any assessed daily charges. If the performance bond amount is not adequate to cover such costs plus assessed daily liquidated damages, the successful bidder shall remain liable to the state for the excess. The full sale price will under all circumstances be retained by the state.

It is understood and agreed by the successful bidder that if work continues on the removal of the building after the date specified in the default notice, such work shall be deemed to have been done without the state's consent, and such work (done with or without the knowledge of the state's officers or employees) will not preclude the state from having the right to make arrangements and contracts for removal of the building by others. In such case, the successful bidder agrees to save harmless the state, its officers and employees from any claims which arise as a consequence of the bidder continuing removal work after the date specified in the default notice.

If the successful bidder sells the building before it has been removed from the right of way, the successful bidder shall continue to be responsible to the state for all of the obligations of the successful bidder contained in these Specifications. In addition, the successful bidder agrees to save harmless the state, its officers and employees from any claims brought by the subsequent purchaser which arise as a consequence of the state exercising its right herein to dispose of the building.

DELAY IN REMOVING DEBRIS

If the successful bidder fails to keep the premises free from the accumulation of waste materials and debris caused by his operations, or fails to clean up the premises after the building has been removed, or fails to complete any other work required by these specifications (but not including DELAY IN REMOVING BUILDINGS, which is specifically provided for above), the state may give written notice to the successful bidder, describing the work which must be completed and setting a date for completion. If the work is not completed in the time allowed, the state may complete the work or have it done by others. The state will charge the successful bidder for all costs incurred.

Time being an essential element of the contract, the state will be entitled to damages for failure on the part of the successful bidder to remove the debris from the site on or before the Removal Date. Because of difficulty in making a precise determination of actual damages incurred, the successful bidder will be assessed a daily charge in the amount stipulated in this proposal (see Description Sheet), not as a penalty but as liquidated damages to compensate for the additional cost incurred. Liquidated damages will be assessed on a calendar day basis for each day that the debris remains at the site after the Removal Date, and the cumulative daily charges will be deducted from the performance bond.

In any action involving assessment or recovery of liquidated damages for delay in removing debris, the specified daily charges shall be presumed reasonable and shall be in addition to any other remedies provided under these specifications.

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