

COUNTY HIGHWAY PROJECT

Bids Close, April 27<sup>th</sup>, 2021

Jordan, Minnesota

NOTICE OF BID FOR SALE OF BUILDING FOR REMOVAL FROM PROPERTY BY HOUSE MOVER - Sealed written bids for the sale of a house and its removal from the property will be accepted until a deadline of **10:00 AM, Tuesday, April 27, 2021**, by Anthony J. Winiecki, County Engineer Physical Development Department, Scott County, 600 Country Trail East, Jordan, Minnesota 55352 for and on the behalf of the Board of Commissioners of said County. A sealed bid must be submitted for the sale and removal of a house described as follows:

3320 Marschall Road, Shakopee, Minnesota

A rambler style, single-family house, built circa 1962, with approximately 2,464 square feet of finished area. The upper floor living area is approximately 1,464 square feet in area. The lower floor level has approximately 1,000 square feet in area. House has an attached one (1) stall garage. The house described above is located in the city of Shakopee at a street address of 3320 Marschall Road, Shakopee, Minnesota.

The Contract for each building will be awarded to the highest responsible bidder.

Proposals, plans and specifications may be examined at the office of the County Highway Engineer at 600 Country Trail East, Jordan, MN 55352.

In order to access these documents online, contractors will need to access the Scott County Electronic Bidding Guide on the county website:

<http://www.scottcountymn.gov/1808/Roads-Transportation-Bidding-Information>

Bids must be sealed, identified on the envelope, and accompanied by a Bidder's Bond or Certified Check in the amount of \$500.00 made payable to the Scott County Treasurer; one envelope for each building.

The County Board of Commissioners reserves the right to accept or reject any or all bids and to waive any irregularities thereof.

**March 31<sup>st</sup>, 2021**

Scott County Auditor/Treasurer  
Courthouse  
200 4<sup>th</sup> Avenue West  
Shakopee, MN 55379

Anthony J. Winiecki  
Scott County Engineer  
Physical Development Department  
600 Country Trail East  
Jordan, MN 55352

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**BIDDING INSTRUCTIONS AND SPECIFICATIONS  
FOR THE SALE AND REMOVAL OF BUILDINGS**

**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 County of Scott (herein referred to as “the County”).

Prior to submitting a bid on a building, the bidder should inspect the building and become aware of existing site conditions. Bidders may arrange with the County for inspecting the interior of any building listed for sale, during the times shown on the Description Sheet, attached hereto and made a part hereof. A bidder shall submit his/her bid on a form entitled “Bid Proposal Form – For Sale and Removal of a House,” attached hereto and made a part hereof.

Due to that these buildings are vacant; the County does not guarantee that any building will remain in the condition, which the bidder finds from an inspection preparatory to submitting a bid through and including its condition at the time of removal. ALL BUILDINGS WILL BE SOLD “AS IS-WHERE 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.

All bids must contain a minimum bid security of \$500.00.

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 “Scott County Treasurer.”

The County makes no representation or warranty, expressed or implied that any building 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 County will award a sale contract to the highest responsible bidder for each separate bid item listed on the attached Description Sheet; the County, 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 Scott County. (The highest responsible bidder will hereinafter be referred to as the successful bidder.)

Within 15 days after the bid opening, subject to County Board of Commissioners approval, the County will notify the successful bidder by mail that his/her bid has been accepted. Bids may not be withdrawn during the 15-day period.

All bid securities except the bid security of the successful bidder will be returned within 15 days after the date of the opening of bids. The bid security of the successful bidder will be credited toward payment of the sale price.

In addition to paying the full sale price, the successful bidder shall 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 "Scott County 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 County to assure performance of the contract, and will be returned following completion of the contract (less deductions, if any, as described herein).

Failure on the part of the successful bidder to pay the full sale price and to submit the required performance bond within 30 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 County of Scott as a result of such failure.

Upon receipt of the full sale price and the performance bond, the County relinquishes ownership of the building to the successful bidder (subject, however, to the right of the County to dispose of the building upon default of the successful bidder as described herein). Thereafter any damage to the building from fire, theft, vandalism, or any 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 a bill of sale 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, at its sole cost and expense, 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, at the bidder's own expense, comply with applicable laws and regulations for the removal of the buildings, including but not limited to, demolition of any part of the buildings(s).

The successful bidder shall make arrangements with utility or public service companies for removal of meters and/or 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, if remaining, to bare concrete and bare concrete block. (The successful bidder is not required to fill in the basement.)

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

The successful bidder is not required to remove foundation walls or to remove the basement concrete or slab or any on-grade concrete slabs. However, any protruding bolts or steel reinforcement bars shall be cut off or bent over at the concrete surface. Above-ground foundation blocks and concrete steps may be left in place. Loose foundation block and pieces of concrete shall be either thrown into the basement hole or removed from the site as debris.

The successful bidder shall furnish and erect a fence in a good workmanlike manner which encloses completely the basement. The fence shall be either a woven wire fence wrapped by a high visibility plastic snow fence or a, wood slat snow fence. The fence shall be approximately four feet in height and with openings of not more than 4 inches or less in width. The fence shall be installed with steel T-posts at least 5½ feet in length with a spacing of no more than 10 feet or less to provide adequate support and tension to hold the fence in its upright position with corner posts braced in each direction. The fence shall be securely fastened to each post at least three points. **The fence shall be erected on the same day that the building is pulled away from the foundation.** The fence will become the property of the County upon completion of the work subject to an inspection by the County approving the installation of said fence.

The successful bidder shall notify the County within 24 hours following the removal of the building off its foundation and shall also notify when the building is removed from the right of way or property. The County'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 be responsible to the County 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.

## INSURANCE

The successful bidder agrees to indemnify and save harmless the County, 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.

The successful bidder shall not commence work under this Contract until it has obtained at its own cost and expense all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by successful bidder until final completion of the work. County shall not accept any insurance coverage provision under which successful bidder or its insurer attempt or purport to avail themselves of any governmental right of immunity available to the County as a municipal corporation pursuant to any common law doctrine, Minn. Stat. Ch. 466 et. seq., or other statutory authority.

The successful bidder further agrees that to protect itself as well as the County under the indemnity Contract set forth above, it shall at all times during the term of the Contract have and keep in force:

- A. Workers' Compensation
  - a. State: Minnesota Statutory
  - b. Employer's Liability with minimum limits of:
    - Bodily Injury by Accident: \$100,00 each Accident
    - Bodily Injury by Disease: \$100,00 each Employee
    - Bodily Injury by Disease: \$500,00 policy limit

c. Benefits required by union labor contracts: As applicable

In the event the successful bidder is a sole proprietor and has not elected to provide workers' compensation insurance, the successful bidder shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the County before entering into the agreement.

B. Commercial General Liability  
Including Premises, Operations, Products, Completed Operations, Advertising and Personal Injury Liability, with the following minimum limits of liability:

\$2,000,000 Aggregate  
\$2,000,000 Products & Completed Operations Aggregate  
\$1,000,000 Personal Injury & Advertising Injury  
\$1,000,000 Occurrence  
\$ 100,000 Fire Damage Limit  
\$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

C. Commercial Auto Liability  
Minimum limits of liability shall be:  
If split limits: \$1,000,000 each person/\$1,000,000 each occurrence for Bodily Injury  
\$1,000,000 each occurrence for Property Damage  
If combined single limit: \$1,000,000 per occurrence

Automobile liability should include any auto, hired and non-owned. The County shall be named as additional insured.

D. Proof of Insurance

**House B: 3320 Marschall Road, Shakopee, MN 55379:**

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination and approval prior to the execution of the agreement, after which they shall be filed with County. The insurance certificate shall name the County as an additional insured and specifically provide that a certificate shall not be modified, canceled or non-renewed except upon sixty (60) days prior written notice to County. Neither County's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes the successful bidder's responsibility to comply with the insurance specifications.

The County may withhold payment for failure of the successful bidder to furnish certificates of bonding and/or insurance as required above.

**DELAY IN REMOVING BUILDINGS**

The successful bidder shall remove the building from the right of way or property on or before the Removal Date specified in this proposal on its attached Description Sheet(s).

Time being an essential element of the contract, the County will be entitled to damages for failure on the part of the successful bidder to remove the building on or before the Removal Date. Due to the 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 or property 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 or property by the Removal Date, the County 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 County (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 successful bidder for the County to dispose of by whatever means it may deem appropriate. The successful bidder shall be liable to the County for any costs incurred by the County 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 County for the excess. The full sale price will under all circumstances be retained by the County.

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 County's consent, and such work (done with or without the knowledge of the County's officers or employees) will not preclude the County from having the right to make arrangements and contracts for removal of the building by others. In such case, the successful bidder agrees to hold harmless and indemnify the County, 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 or property, the successful bidder shall continue to be responsible to the County for all of the obligations of the successful bidder contained in these specifications. In addition, the successful bidder agrees to hold harmless and indemnify the County, its officers and employees, from any claims brought by the subsequent purchaser which arise as a consequence of the County 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 its 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 County 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 County may complete the work or have it done by others. The County will charge the successful bidder for all costs incurred.

Time being an essential element of the contract, the County 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. Due to the 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.

## **DESCRIPTION SHEET**

**ADDRESS:** 3320 Marschall Road, Shakopee, Minnesota

**TYPE OF BUILDING:** Rambler style single-family house, built circa 1962, which has approximately 2,464 square feet of finished area with approximately 1,464 square feet on the upper floor level and approximately 1,000 square feet on the lower floor level. House has 4 bedrooms, 2 bathrooms and an attached one-stall garage.

**PERFORMANCE BOND:** \$5,000.00

**REMOVAL DEADLINE DATE:** October 1, 2021.

**LIQUIDATED DAMAGES:** \$200.00 per Calendar Day

**INSPECTION DATES & TIMES:** By Prior Appointment Only. May request and schedule an inspection during the business days and times of Monday-Friday 8:00 AM to 7:00 PM subject to prior commitments.

Please contact Jody Hassel at telephone no. (952) 496-8006 to request and schedule a mutually acceptable appointment. If no answer, you may leave a voice message with name, telephone number, purpose of call and suggesting a time period to return your call (Scott County assumes no responsibility or liability for call backs) or you may call the receptionist at a main telephone number of (952) 496-8346 to leave a personal message with the receptionist for call back.

Please note that it is a bidder's sole responsibility to schedule and confirm with the appropriate party(s) an appointment for inspecting the house.





**Report Date:** 3/30/2021

**Contract Name:** Project: HOUSE REMOVAL 3320 MARSCHALL RD

**Contract Number:** Project: HOUSE REMOVAL 3320 MARSCHALL RD

Base Bid

BASE

Line	Number	Description	Unit	Contract Quantity	Bid Unit Price	Bid Total
1	2103.501/00010	BUILDING REMOVAL (P)	LS	1		

Name:

Address:

Phone:

Signature:

Date: