



Ward County, North Dakota

2013 Ward County House Sale and Structure Relocation Project PROJECT NUMBER WARDSALE

BIDDING AND CONTRACT DOCUMENTS

ISSUED FOR BIDS
April 10, 2013

BIDS DUE
May 1, 2013 at 10:00 AM



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SECTION 1 - BID ADVERTISEMENT

ADVERTISEMENT FOR BIDS

REQUEST FOR BIDS FOR PURCHASE AND RELOCATION OF HOUSES

WARD COUNTY, NORTH DAKOTA

Notice is hereby given that the County Commissioners of the County of Ward, North Dakota, will receive bids for the following project:

2013 Ward County House Sale and Structure Relocation Project

Ward County used State of North Dakota funds and Department of Housing and Urban Development (HUD) Community Block Grant Disaster Recovery (CDBG-DR) funds to purchase properties with houses that were inundated during the 2011 Souris River Flood. The County is offering the public an opportunity to purchase these houses (in as-is condition) and relocate them to a different site.

Ward County will dispose of these houses in accordance with HUD regulatory requirements for use of real property purchased with CDBG-DR funds and as such, will sell them at the current fair market value established through this competitive bid process (24 CFR 570.505). A bid may be made for one or more of the houses offered.

The winning bidder(s) will take ownership of and be required to relocate the houses. Associated out-buildings (e.g., detached garages) and associated attached structures (e.g., decks) for each house may or may not be relocated by the winning bidders. The successful bidders will be required to provide the labor, equipment and materials necessary to complete the relocation by July 15, 2013.

Bidding Documents for the project may be obtained at the **Ward County Highway Department (900 13th Street SE, Minot ND 58701)**. The Bidding Documents may be viewed on the Ward County website at: www.wardnd.com/highway under Bid Opening Information.

Bids must be submitted on the forms provided in the Bidding Documents.

Sealed bids will be received up to the hour of 10:00 AM (CST) on May 1, 2013, in the **Auditor/Treasurer's Office (315 3rd Street SE, Minot, North Dakota 58701)**. All bids will be opened at 11:00 AM in the Commissioner's Chambers (315 3rd Street SE, Minot, North Dakota 58701).

The Bidder will be required to comply with all Federal, State, and Local regulations. Ward County Reserves the right to determine the highest responsible and eligible bidder, to waive irregularities, and to reject any or all bids.



(PUBLISH APRIL 10TH)

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SECTION 2 - INSTRUCTIONS TO BIDDERS

PART 1 – DEFINITIONS

- 1.1 Ward County will be referred to as the SELLER in these Bidding and Contract Documents.
- 1.2 The person or entity submitting bids will be referred to as the BUYER in these Bidding and Contract Documents.
- 1.3 House is the primary residential structure on the property bid upon. Associated structures include out-buildings (e.g., detached garages, sheds) and attached structures (e.g., deck).

PART 2 – BUYER QUALIFICATIONS

- 2.1 The BUYER may be investigated by the SELLER to determine if they are qualified or have the means to perform the house relocation. All BUYERS shall be prepared to submit, within three business days of the SELLER'S request, written evidence of such information and data necessary to make this determination.
- 2.2 In evaluating bids, the SELLER will consider the qualifications of those BUYERS who comply with the bidding requirements.
- 2.3 The SELLER reserves the right to reject any bid if the evidence submitted by, or the investigation of, such BUYER fails to satisfy the SELLER that such BUYER is properly qualified or has the means to carry out the obligations of the Bidding and Contract Documents and to complete the relocation work required.

PART 3 – COPIES OF BIDDING DOCUMENTS

- 3.1 The Bidding Documents are available online at:
www.wardnd.com/highway (Under Bid Opening Information)

Print copies are available for a non-refundable fee of \$5.00 (cash or check) at:

Ward County Highway Department
900 13th Street SE
Minot, ND 58701

PART 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.1 It is the responsibility of each BUYER before submitting a bid to:
 - A. Examine and carefully study Bidding and Contract Documents and addenda;
 - B. Attend the scheduled site visit for houses bid upon and become familiar with the general, local, and site conditions that may affect relocation work;
 - C. Become familiar with all federal, state, and local laws and regulations that may affect relocation work;
 - D. Become aware of the general nature of the work to be performed by the SELLER or other parties on the site as it relates to their relocation operations;
 - E. Promptly give the SELLER written notice of all conflicts, errors, ambiguities, or discrepancies that BUYER discovers in the bidding documents and confirm that the written resolution thereof by the SELLER is acceptable to BUYER; and

- F. Determine that the Bidding and Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the relocation work.
- 4.2 The BUYER will be granted access to the site to conduct such examinations as BUYER deems necessary for submission of a bid according to the following schedule:
- A. Bid Properties 1 – 19 – BUYERS shall meet a representative of the SELLER at the Disaster Recovery Office at the Arrowhead Mall at 12:00 PM on 04/22/2013 or on 4/23/2013.
 - B. Prior to entering onto / into a Bid Property, BUYERS must present to the representative of the SELLER a signed Right Of Entry agreement and photo identification for each person entering. The Right Of Entry Agreement can be found in Appendix A of these Bidding and Contract Documents.

PART 5 – INTERPRETATIONS AND ADDENDA

- 5.1 All questions about the Bidding and Contract Documents are to be submitted to the Engineer, CDM Smith, via email.

Questions should be directed to:

Nancy Whitten
Project Manager
Email: whittennl@cdmsmith.com

Interpretations or clarifications in response to questions will be issued by Addenda emailed to all parties recorded as having received the Bidding and Contract Documents. It is the BUYER'S responsibility to confirm the SELLER has current email / contact information for issuing addenda. Questions received less than four calendar days (close of business on April 26, 2013) prior to the date for opening of bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 5.2 Addenda may be issued to clarify, correct, or change the Bidding and Contract Documents as deemed advisable by the SELLER.
- 5.3 Prior to submitting a bid, the BUYER is responsible for making sure that they have received all addenda.

PART 6 – PRE-BID CONFERENCE

- 6.1 A pre-bid conference will be held to provide BUYERS with the opportunity to learn more about the project. The pre-bid conference will be held at the Ward County Court House in the Ex Service Room (315 3rd Street SE, Minot, ND 58701). The pre-bid conference will be held on April 18, 2013 at 2:00 P.M.

PART 7 – PREPARATION OF BID

- 7.1 BUYERS are bidding on Bid Properties as listed and described in Section 3 – Bid Form.
- 7.2 Each line item in the Bid Form is considered a separate bid. It is possible for a BUYER to bid on and win more than one Bid Property.
- 7.3 The BUYER shall complete the Bid Form by printing in ink or by type. Alterations should be initialed in ink by the person signing the Bid Form. Bid amounts shall be entered in the 'BID PRICE' column. A bid price should be indicated for each property, or the words 'No Bid' or 'Not Applicable' should be used.
- 7.4 BUYERS must submit a minimum bid cost of \$2,500 per house and \$250 per out-structure (shed or detached garage). If the total bids for a single property (house plus out-structures) are less than \$2,500 (house plus out-

structures) the bids on that property (house plus out-structure) will be rejected and the property will not be awarded to a Buyer.

- 7.5 BUYERS must sign the Bid Form and include the contact and/or business information requested in the Bid Form.
- 7.6 Submit bids no later than the date and time indicated in these Bidding and Contract Documents. Bids should be submitted in an envelope and be marked 'BID ENCLOSED FOR 2013 WARD COUNTY HOUSE SALE AND STRUCTURE RELOCATION PROJECT'.

PART 8 – BID SECURITY, DAMAGE DEPOSIT AND PAYMENT

- 8.1 A bid must be accompanied by a bid security made payable to the SELLER in an amount of five percent (5%) of the bid price for each Bid Property bid upon. Provide the security in the form of a certified cashier's check or bank money order.

A separate bid security must be provided for each Bid Property. For example, if a BUYER is submitting a bid for three Bid Properties, three separate bid securities should be submitted with the bid. The Bid Property number (i.e., property number from the Bid Form) should be noted on each bid security.

- 8.2 All bid securities except those of the three lowest responsible and eligible BUYERS will be returned within three business days after opening of the bids. Bid securities from the two non-winning bidders will be returned within ten business days after the date of opening of the bids, unless forfeited under the conditions herein stipulated.
- 8.3 The BUYER is required to submit the remaining bid balance at the meeting for property transfer and agreement signing. The remaining balance equals the bid cost minus bid security. If the remaining balance is not submitted, the BUYER forfeits the bid security payment and the bid will be forfeited.
- 8.4 During the meeting for property transfer and agreement signing, the BUYER is also required to submit a damage deposit equal to \$1,500 for each property purchased. If a single BUYER purchases both the house and outstructures on a single property, the BUYER needs to submit only one deposit for the entire property. This deposit will be held to repair the site if site restoration requirements are not met as specified. If site restoration requirements are met, the SELLER will return the deposit within 90 days of signing the Agreement.

PART 9 – RECEIPT OF BIDS

- 9.1 BUYERS are responsible to assure that their bid is received prior to the stated time and at the place of the bid opening. The SELLER is not responsible for bids delayed by mail and/or delivery services, of any nature.

PART 10 – MODIFICATION AND WITHDRAWAL OF BID

- 10.1 Bids may be withdrawn prior to the scheduled time for the opening of bids.
- 10.2 Any bid received after the time and date specified will not be considered and will be returned unopened.

PART 11 – AWARD OF BID PROPERTY

- 11.1 Each Bid Property will be awarded to the highest responsible and eligible BUYER for that Bid Property.
- 11.2 The SELLER reserves the rights to reject any and all bids, to waive any and all informalities if it is in the SELLER'S best interest to do so, and to disregard all nonconforming, non-responsive or conditional bids.

PART 12 – BID PROPERTY AWARD AND CLOSING SCHEDULE

- 12.1 BUYERS shall submit bids by 10:00 AM on May 1, 2013.
- 12.2 The SELLER will return bid securities to all but the lowest three bidders for each bid property within three business days of opening bids.
- 12.3 The SELLER will notify the low bid BUYER and request additional information, if necessary, within ten business days of opening bids.
- 12.4 Within ten business days of opening bids, the low bid BUYER will provide any additional information requested and schedule the meeting for property transfer and signing.
- 12.5 The meeting for property transfer and agreement signing will be held within 20 business days of the bid opening.
- 12.6 The Bid Property will be relocated and site restoration completed by July 15, 2013.

END OF SECTION

SECTION 3 - BID FORM

PROJECT IDENTIFICATION:

2013 Ward County House Sale and Structure Relocation Project

CONTRACT IDENTIFICATION AND NUMBER:

Project Number WARDSALE

THIS BID IS SUBMITTED TO:

Ward County Auditor / Treasurer’s Office, 315 3rd Street SE, PO Box 5005, Minot, North Dakota 58701

1.1 The BUYER proposes and agrees, if this bid is accepted, to enter into a purchase Agreement(s) with the SELLER to purchase the Bid Property listed on the Bid Form and complete its relocation by July 15, 2013. If work is not completed in this time frame, the SELLER will assume the BUYER abandoned this agreement and the purchase price will be forfeited.

2.1 BUYER accepts all of the terms and conditions listed in the Instructions to Bidders, including those dealing with the disposition of bid security and damage deposit.

3.1 In submitting this bid, BUYER represents, as set forth in the Agreement, that:

A. BUYER has examined and carefully studied the Bidding and Contract Documents and the following addenda, receipt of which is hereby acknowledged.

<u>Addenda No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. BUYER is familiar with and is satisfied as to the existing condition of the Bid Property.

C. BUYER is familiar with and is satisfied as to the general, local and site conditions that may impact relocation activities.

D. BUYER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect relocation activities.

E. BUYER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this bid price.

F. BUYER is aware of the general nature of work to be performed by the SELLER and others at the Site.

G. BUYER has correlated the information and observations obtained from the site visits with the Bidding and Contract Documents.

H. The BUYER agrees that the Bidding and Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the relocation work.

4.1 BUYER further represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BUYER has not directly or indirectly induced or solicited any other BUYER to submit a false or sham bid; BUYER has not solicited or induced any individual or entity to refrain

from bidding; and BUYER has not sought by collusion to obtain for itself any advantage over any other BUYER or over the SELLER.

5.1 BUYER shall submit:

- A. A bid security for each Bid Property bid upon.
- B. A copy of the North Dakota current and valid Contractor License for the contractor that will relocate the Bid Properties.
- C. A completed Bid Form.

6.1 Each column in the Bid Table represents a separate bid. A BUYER can be awarded multiple Bid Properties bid upon in this Bid Form.

BUYERS must submit a minimum bid cost of \$2,500 per house and \$250 per out-structure (e.g., detached garage). Bids that are submitted with less than this minimum value will be considered 'No Bid'.

If the total bids for a single property (house plus out-structures) are less than \$2,500, the bids on that property (house plus out-structures) will be rejected and the property will not be awarded to the Buyer.

6.2 The following columns are included in the Bid Table.

- A. The Bid Property column provides a number for each Bid Property eligible for bid. This column will be used to reference the Bid Property to bid securities.
- B. The Address column provides the address for each Bid Property.
- C. The Description column identifies whether the bid property is a house, detached garage or shed.
- D. The Estimated Square Footage column is estimated square footage of each of the structures included in the Bid Property. Note that estimated square footage was collected from tax assessor cards and the actual square footage may vary.
- E. The Security Total Submitted with Bid column should be 5% of the value listed in the Bid Price column.
- F. The Bid Price column is the total bid price for the Bid Property.
- G. Bid Table:

BID PROPERTY	ADDRESS	DESCRIPTION	ESTIMATED SQUARE FOOTAGE	SECURITY TOTAL SUBMITTED WITH BID	BID PRICE
1	6411 16 th Ave NW	House	1,490 sf	\$	\$
2	6811 14 th Ave NW	House	1,428 sf	\$	\$
3	2601 75 th St NW	House	1,200 sf	\$	\$
4	1601 69 th St NW	House	1,606 sf	\$	\$
5	1611 69 th St NW	House	1,422 sf	\$	\$

BID PROPERTY	ADDRESS	DESCRIPTION	ESTIMATED SQUARE FOOTAGE	SECURITY TOTAL SUBMITTED WITH BID	BID PRICE
6	5005 33 rd Ave SE	House	1,320 sf	\$	\$
7	5005 33 rd Ave SE	Detached Garage	728 sf	\$	\$
8	6441 16 th Ave NW	House	2,127 sf	\$	\$
9	6800 14 th Ave NW	House	2,168 sf	\$	\$
10	6800 14 th Ave NW	Detached Garage	676 sf	\$	\$
11	6821 14 th Ave NW	House	1,570 sf	\$	\$
12	3230 54 th St SE	House	864 sf	\$	\$
13	3230 54 th St SE	Detached Garage	576 sf	\$	\$
14	3230 54 th St SE	Shed A	160 sf	\$	\$
15	3230 54 th St SE	Shed B	256 sf	\$	\$
16	6711 14 th Ave NW	Detached Garage	950 sf	\$	\$
17	3210 54 th St SE	Detached Garage	832 sf	\$	\$
18	6711 14 th Ave NW	House	1,092 sf	\$	\$
19	3210 54 th St SE	House	1,120 sf	\$	\$

BID SUBMITTED on _____, 20_____.

BID SUBMITTED BY:

If BUYER is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

A Joint Venture

Joint Venturer Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

Joint Venture Address: _____

Phone No.: _____ FAX No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

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SECTION 1 - BID ADVERTISEMENT

Project Number WARDSALE



WARD COUNTY, NORTH DAKOTA
2013 WARD COUNTY HOUSE SALE AND RELOCATION PROJECT

PURCHASE AND STRUCTURE RELOCATION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between WARD COUNTY, hereinafter referred to as the SELLER; and, _____ hereinafter referred to as the BUYER, WITNESSETH:

THAT WHEREAS, Ward County called for bids for:

2013 Ward County House Sale and Structure Relocation Project

WHEREAS, Ward County through the use of State of North Dakota funds and Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) funds, purchased houses that were inundated during the 2011 Souris River Flood.

WHEREAS, Ward County is offering the public an opportunity to purchase these houses (in as is state) and relocate them to a different site.

WHEREAS, Ward County will dispose of these properties in accordance with HUD regulatory requirements for use of real property purchased with CDBG-DR funds and sell the property at the current fair market value established through this competitive bid process (24 CFR 570.505).

WHEREAS, on the __ day of _____, the SELLER determined that _____ was the highest responsible bidder for the purchase and relocation of Bid Property No. _____, at _____. The SELLER will enter into a contract with the BUYER for the purchase of Bid Property _____ for the price of _____.

NOW, THEREFORE, the SELLER, in consideration of this Agreement shall transfer the property rights of the Bid Property to the BUYER.

NOW, THEREFORE, the BUYER, in consideration of the premises and the agreements of the SELLER, hereinafter set forth, does hereby agree to complete the relocation of the Bid Property in accordance with the Bidding and Contract Documents. The BUYER and SELLER, in consideration of the promises and the mutual terms, covenants, and conditions herein contained, do hereby agree as follows:

- 1) The BUYER is bound to the requirements to relocate Bid Property _____ in accordance with the Bidding and Contract Documents.
- 2) The following associated structures will be relocated:

-
-
-
- 3) The BUYER will complete relocation work no later than July 15, 2013. All required permits must be obtained and presented to the County within thirty (30) calendar days after this Agreement has been signed.
 - 4) Approved Change Orders will be attached to this Agreement.
 - 5) The BUYER shall provide and pay for all labor, material, and equipment necessary for the proper execution and completion of the relocation work set forth in this Agreement.
 - 6) The BUYER shall give all notices required by and comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay fees and charges for all permits and licenses required for the performance of the work under this Agreement, and shall pay all consumer, sales, use and other similar taxes required by law, and shall indemnify and save harmless the SELLER from any liability resulting from the BUYER'S default under this paragraph. All such permits, licenses, and insurance policies shall be delivered to the Seller prior to the commencement of any work.
 - 7) BUYER and SELLER agree that, if the project is not completed within the time specified this Agreement is forfeit and no payments or damage deposit will be reimbursed.
 - 8) The BUYER shall provide, erect, and maintain all fences, planking, bracing, shoring, lights, warning signs, and guards as necessary to insure the safety of the workers and the public as required by law. With the exception of fencing, the BUYER shall remove all protection and the like when the work is completed. The buyer shall leave all fencing erected to protect open excavations.
 - 9) Upon signing this Agreement, the BUYER takes full responsibility of the Bid Property. The SELLER is no longer responsible for the Bid Property.
 - 10) The BUYER hereby agrees the SELLER will not be liable, either directly or indirectly, for any damage or injury to persons or property resulting from or arising in connection with the acts or omissions of the BUYER, his employees, servants, agents, or subcontractors with respect to the Bid Property and the relocation of the Bid Property.

WITNESSETH our hand this _____ day of _____, 2013.

Buyer Name

By: Buyer Name

THE STATE OF NORTH DAKOTA
COUNTY OF WARD

BEFORE ME, the undersigned authority, on this day personally appeared BUYER Name known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20 ____.

My Commission Expires: _____ Notary Public in and for the State of North Dakota
WITNESSETH our hand this _____ day of _____, 2013.

Seller Name

By: Seller Name

THE STATE OF NORTH DAKOTA
COUNTY OF WARD

BEFORE ME, the undersigned authority, on this day personally appeared SELLER Name known to me to be the person whose names is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2013.

My Commission Expires: _____ Notary Public in and for the State of North Dakota

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SECTION 5 – BID PROPERTY RELOCATION REQUIREMENTS

PART 1 - GENERAL

1.1 DEFINITIONS

- A. House is the primary residential structure on the property bid upon. Associated structures include out-buildings (e.g., detached garages, sheds) and attached structures (e.g., decks and patios).

1.2 DESCRIPTION

- A. The BUYER is purchasing the Bid Property in an as-is state. By July 15, 2013, the BUYER shall provide all labor, equipment and materials necessary and shall have relocated the Bid Property.
- B. The BUYER is responsible for confirming their ability to relocate the Bid Property prior to bidding. No refund will be provided for buildings that cannot be relocated by the BUYER after the Agreement is executed.
- C. After relocating the Bid Property, the BUYER shall restore the site as specified

1.3 RESPONSIBILITIES OF THE SELLER

- A. The SELLER will disconnect utilities prior to transferring ownership of the Bid Property to the BUYER.

1.4 QUALIFICATIONS

- A. The relocation shall be conducted by a Contractor with a valid License.

PART 2 - EXECUTION

3.1 HOUSE RELOCATION

- A. The BUYER shall relocate houses and associated structures on the property as listed in their Agreement.

3.2 SALVAGE

- A. The BUYER shall not salvage materials on-site.

3.3 MATERIALS DISPOSAL

- A. Buildings have been inspected for friable asbestos material and found to have none. If friable asbestos material is found, that was not identified in the SELLER'S inspection, after awarding the property to the BUYER, the BUYER is responsible for properly removing and disposing of the material.
- B. The BUYER shall agree to the following provisions if portions of any structure are demolished to facilitate moving.
 - 1. If materials or portions of the structure are demolished to facilitate moving, the BUYER shall dispose of demolished materials in accordance with all federal, state and local requirements.

2. Demolition debris shall be hauled to the City of Minot Landfill or the Waste Management Landfill in Sawyer and will be subject to a disposal fee.
 3. Other types of waste, including but not limited to household hazardous waste, e-waste, and asbestos containing materials shall be hauled to an appropriately permitted facility, such as the McDaniel Landfill or other approved facility.
 4. White goods and other major metal items can be salvaged and hauled to a recycle facility. All recyclable / salvage materials are property of the BUYER.
 5. Hauling and disposal fees shall be the responsibility of the BUYER.
- C The BUYER shall at all times keep the property that the building will be relocated from free from accumulation of waste materials or rubbish caused by his operations.

3.4 SITE RESTORATION

- A. At the completion of the work, the BUYER shall remove all remaining waste materials and rubbish caused by his operations from and about the property, as well as tools, construction equipment, machinery, and surplus materials.
- B. Trees marked in orange are trees located within the right-of-way and may need to be removed by the BUYER to relocate the structure. All trees to be cut down, must be done so by a licensed and insured contractor hired by the BUYER.
- C. The BUYER shall, at all times, maintain fencing around open excavations caused by relocation activities.
- D. If out-structures or attached structures are not being relocated, but are knocked down during relocation of the house, the structure will be considered rubbish and should be removed from the site at the completion of work.
- E. If the BUYER does not leave the site in the specified condition, the SELLER will retain the damage deposit and no deposit funds will be returned to the buyer.

3.5 REGULATORY COMPLIANCE

- A. The BUYER shall comply with all state and federal safety and health regulations. It is the BUYERS responsibility to be familiar with safety and health regulations that pertain to relocation activities.
- B. The BUYER shall give all notices required by and comply with all applicable laws, ordinances and codes of the Ward County and State of North Dakota and shall, at his/her own expense, secure and pay fees and charges for all permits and licenses required for the performance of work under the Agreement, and shall pay all consumer, sales, use and other similar taxes required by law, and shall indemnify and save harmless the SELLER from all liability resulting from the BUYER'S default under this paragraph.

PART 4 - SCHEDULE

- A. The BUYER agrees that the relocation work described herein will be completed by July 15, 2013. If work is not completed within this time frame, the SELLER will assume the BUYER abandoned this Agreement. The SELLER will not reimburse for abandoned Agreements.

END OF SECTION

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APPENDIX A
RIGHT OF ENTRY AGREEMENT

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**NON-TRANSFERABLE
RIGHT OF ENTRY AGREEMENT
FOR BID PROPERTY SITE VISIT**

BUYER or BUYER'S Representative:			
Purpose:	Bid Property site visit.		
Start Date:	04/22/2013	End Date:	04/22/2013
Covered Property:	Bid Properties 1 thru 19		

1. **Access to Bid Properties.** A site visit will be held on 04/22/2013 to allow BUYERS access to the Bid Properties to facilitate their preparation of Bids. BUYERS are only allowed access to the Bid Property during the site tour and must, at all times during the tour, be accompanied by a representative of the SELLER. All other site access by the BUYER will be considered trespassing.

2. **Indemnity.** The BUYER shall defend, indemnify, and hold the SELLER and the Engineer harmless from any and all liability arising from the BUYER'S entry onto the SELLER'S property or into the house or other structures on the property. The BUYER shall also defend, indemnify and hold the SELLER and the Engineer harmless from the BUYER'S activities while on the property or in the house or other structures on the property and from any damage or injury-causing events that occur on or as a result thereof.

3. **Execution.** By his or her signature below, the BUYER or BUYER'S Representative agrees to the requirements as described above for entry onto and into the SELLER'S Bid Property. By his or her signature below, the SELLER authorizes the BUYER that has executed this Right of Entry agreement to enter onto or into Bid Properties 1 -19 on the date specified above in the company of a representative of the SELLER.

SELLER, Ward County, by:

BUYER or BUYER'S Representative, by:

Signature

Signature

Printed Name

Printed Name

Date

Date

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**NON-TRANSFERABLE
RIGHT OF ENTRY AGREEMENT
FOR BID PROPERTY SITE VISIT**

BUYER or BUYER'S Representative:			
Purpose:	Bid Property site visit.		
Start Date:	04/23/2013	End Date:	04/23/2013
Covered Property:	Bid Properties 1 thru 19		

1. **Access to Bid Properties.** A site visit will be held on 04/23/2013 to allow BUYERS access to the Bid Properties to facilitate their preparation of Bids. BUYERS are only allowed access to the Bid Property during the site tour and must, at all times during the tour, be accompanied by a representative of the SELLER. All other site access by the BUYER will be considered trespassing.

2. **Indemnity.** The BUYER shall defend, indemnify, and hold the SELLER and the Engineer harmless from any and all liability arising from the BUYER'S entry onto the SELLER'S property or into the house or other structures on the property. The BUYER shall also defend, indemnify and hold the SELLER and the Engineer harmless from the BUYER'S activities while on the property or in the house or other structures on the property and from any damage or injury-causing events that occur on or as a result thereof.

3. **Execution.** By his or her signature below, the BUYER or BUYER'S Representative agrees to the requirements as described above for entry onto and into the SELLER'S Bid Property. By his or her signature below, the SELLER authorizes the BUYER that has executed this Right of Entry agreement to enter onto or into Bid Properties 1 - 19 on the date specified above in the company of a representative of the SELLER.

SELLER, Ward County, by:

BUYER or BUYER'S Representative, by:

Signature

Signature

Printed Name

Printed Name

Date

Date

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