

WAUKESHA COUNTY SPECIFICATIONS
SALE OF SAND SHED AND THE REMOVAL FROM SITE

NOTE: BIDDERS ARE REMINDED TO CAREFULLY EXAMINE THE BID AND SPECIFICATIONS UPON RECEIPT. IF NECESSARY, BIDDERS SHOULD MAKE A WRITTEN REQUEST TO THE PURCHASING AGENT WHOSE NAME APPEARS ON PAGE 1 OF THE BID, FOR INTERPRETATION OR CORRECTION OF ANY AMBIGUITY, INCONSISTENCY OR ERROR DISCOVERED.

ADDITIONALLY, IF IN YOUR OPINION, ANY OF THE TERMS AND CONDITIONS OF THIS SPECIFICATION OR BID PREVENT YOU FROM BIDDING, CONSIDERATION WILL BE GIVEN TO A BIDDER'S REQUEST FOR CHANGE.

ANY REQUESTS FOR CHANGES, CLARIFICATIONS, ETC. **MUST** BE SUBMITTED TO WAUKESHA COUNTY PURCHASING DIVISION **IN WRITING** AT LEAST **FIVE WORKING DAYS** PRIOR TO BID OPENING. REQUESTS RECEIVED AFTER THAT TIME **WILL NOT** BE CONSIDERED.

ANY CHANGES MADE AS A RESULT OF A WRITTEN REQUEST WILL BE ISSUED VIA A BID AMENDMENT TO ALL PROSPECTIVE BIDDERS AND IF NECESSARY, AN EXTENSION WILL BE MADE TO THE BID OPENING DATE. **AMENDMENTS WILL BE POSTED TO THE WAUKESHA COUNTY PURCHASING WEBSITE (<https://purchasing.waukeshacounty.gov>)**. BIDDERS ARE RESPONSIBLE FOR CHECKING THIS WEBSITE FOR ANY FUTURE AMENDMENTS, ETC., PRIOR TO THE OPENING DATE. **IF AN AMENDMENT(S) IS/ARE ISSUED, THEY MUST BE ACKNOWLEDGED ON THE SIGNATURE PAGE BY PLACING THE AMENDMENT NUMBER(S) IN THE BOX LOCATED ABOVE THE SIGNATURE AREA. BIDDERS WHO DO NOT ACKNOWLEDGE THE AMENDMENTS MAY HAVE THEIR BIDS REJECTED.**

YOUR BID RESPONSE MAY BE SUBMITTED HARD COPY OR ELECTRONICALLY USING WAUKESHA COUNTY'S WEBSITE AND FOLLOWING THE DIRECTIONS CONTAINED THEREIN. **FAX OR EMAIL RESPONSES ARE NOT CONSIDERED ELECTRONIC RESPONSES AND WILL NOT BE ACCEPTED. IF YOU ARE UNABLE TO ACCESS THE INTERNET, CONTACT THE BUYER LISTED FOR A HARD COPY.**

BIDDERS ARE CAUTIONED NOT TO CHANGE ANY OF THE TERMS OR CONDITIONS IN THE BID AND/OR SPECIFICATIONS WITHOUT THE WRITTEN APPROVAL OF THE PURCHASING DIVISION. ANY UNAUTHORIZED CHANGES WILL CONSTITUTE A COUNTER OFFER AND WILL SUBJECT THE BID TO REJECTION.

General: It is the intent of this specification to describe the minimum requirements for the sale of a sand shed and the removal from site. All items, details of removal services or features not specifically mentioned which are regularly furnished in order to provide the services described herein shall be furnished at the bid price and shall conform with the care and skill ordinarily exercised by reputable firms of the community practicing under similar conditions at the same time in the same or similar locality.

Bid Modifications: The Purchasing Division has the sole authority for the modification of this specification and/or bid. Information provided verbally by any County official should not be considered binding or relevant.

Award Authority: The Waukesha County Purchasing Division in conjunction with the user department will be the sole judge of the quality and suitability of the services offered in its determination of the successful bidder based on the best responsive responsible bidder with the highest cost, who complies with the specifications.

Waukesha County reserves the right to reject any and all bids.

State Sales Tax/Federal Excise Tax: Bids should not include Federal Excise and Wisconsin Sales Taxes, as the County is exempt from payment of such taxes. CES #ES 42245.

Safety Requirements: Equipment bid on shall meet all applicable safety requirements of the Wisconsin Industrial Commission and OSHA.

Location: The Waukesha County Department of Public Works – Highway Operations Division is offering a Sand Shed for sale and removal from the site. The address is listed below. Maps are available in Attachment A.

Address: 1641 Woodburn Rd., Waukesha, WI 53188

Site Visitation: Bidder shall visit the site and make an inspection of the dwelling prior to placing their bid. An open inspection is scheduled for Friday, May 1, 2009 at 9:00 a.m. By submitting a bid, it shall be considered that the bidder has visited the site and inspected the building to the bidder's satisfaction. Furthermore, it shall be considered that the bidder has investigated the existing conditions within the structure, and has full knowledge of the removal services required.

Attendance at the site visit is not mandatory, *but is encouraged*. Failure to do so shall not relieve the bidder of any additional expenses required to complete the removal as defined herein. Submission of a bid for the project shall be considered evidence that the bidder has become familiar with the scope of the project and can perform as specified.

If additional information is needed to interpret the specifications/requirements, written questions will be accepted by Karen Bollinger of the Purchasing Division, fax (262/548-7668), e-mail kbollinger@waukeshacounty.gov, or US Mail (515 W. Moreland Blvd., AC - Room 310, Waukesha, Wisconsin 53188).

Disclaimer: The sand shed is being offered for sale on an "as-is, where-is" basis. Waukesha County makes no warranty, guarantee or representation of any kind, either expressed or implied, as to the condition, utility or usability of the building(s) offered for sale.

Disclosure Statement: Successful bidder shall acknowledge all existing contamination that remains with the dwelling and take full responsibility thereafter. Testing was performed on the building and verbal confirmation was received that all of the samples analyzed were negative, that is, they contain no asbestos. A formal report/letter is forthcoming.

Codes, Regulations and Permits: The successful bidder shall apply and pay for any and all fees required for permits to relocate the dwelling following all applicable State, County and City codes and regulations that are currently in force.

Responsibilities of Successful Bidder:

The successful bidder shall:

- 1) Furnish and erect suitable barricades and safety fencing around exposed area to protect and safeguard the public from any or all hazardous conditions.
- 2) Remove the sand shed from the foundation.
- 3) Allow no run off into water stream.
- 4) Roadways are to be clear of debris at all times.
- 5) Clean up debris and nails at site.
- 6) Transport sand shed to a site of bidder's selection.
- 7) Route of transport must be pre-approved by the appropriate government agency, with permits for such transport and relocation.
- 8) Obtain / locate their own restroom facilities.

Waukesha County will be responsible for backfilling after removal of the sand shed.

Site Clean Up: Any debris, resulting from removal of the structures shall be removed from the site and properly disposed of by the successful bidder. Upon completion, successful bidder shall notify the Highway Operations Manager to inspect the site to verify that it has been left in an acceptable condition.

Indemnification: Contractor agrees to indemnify, hold harmless and defend Waukesha County, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, cost or expense, including attorney fees, in connection with or related hereto, arising out of or in connection with or occurring during the course of this agreement where such liability grows out of the acts or omissions of any agent or employee of the Contractor.

Termination by Cause: If through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the County shall thereupon have the right to eliminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all reports related to the services prepared by the Contractor under this contract shall, at the option of Waukesha County, become the property of Waukesha County.

Insurance Requirements: Successful bidder's building mover shall provide proof of insurance.

Prior to commencement of services, an insurance certificate, which meets the County's requirements, as listed below, shall be provided to the Purchasing Division. Failure to do so can make the contract voidable at the County's discretion. Said insurance certification must be approved by the Waukesha County Risk Manager prior to the commencement of any work and upon request, certified copies of the required insurance policies.

Companies licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin must issue the insurance certificate. Such insurance shall be primary. Waukesha County will be named as additional insured with respects to General Liability. Should any insurance policy be canceled before the expiration date of the contract or have material reduction of coverage, scopes or limits during the term of this agreement, the issuing company must provide 30 days written notice to Waukesha County Risk Management.

- A. Workers' Compensation and Employee's Liability Insurance – Workers' compensation insurance providing statutory worker's compensation benefits and employer's liability with a limit not less than \$100,000.
- B. Commercial General Liability - Policy shall be written to provide coverage for, but not limited to, the following: (1) Premises and Operations, (2) Products and completed operations, (3) personal injury, (4) Blanket contractual coverage, (5) Broad form property damage, (6) Independent contractor's coverage, (7) X, C, U-explosion, collapse, underground coverage and (8) fire damage.

Limits of liability not less than: \$1,000,000 General aggregate; \$1,000,000 Products/ Completed operations aggregate; \$1000,000 Personal Injury; \$1,000,000 Each Occurrence. The county, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.

- C. Automobile Liability Insurance - Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$1,000,000 combined single limit.

Payment: Payment in full via certified check shall be made payable to Waukesha County three (3) days prior to commencement of any work to remove the building from the site. The payment shall be forwarded to Waukesha County Public Works Division along with proof of insurance. The successful bidder will receive a Bill of Sale for the purchase of the sand shed after payment in full is made.

Completion Date: All work shall be completed on or before June 12, 2009, unless prior arrangements are made through the Public Works Division by calling 262/548-7843.

Submission Requirements: One original, clearly identified as such, of the bid and signature page should be submitted in a separate envelope and identified in the lower left corner as follows: **Bid No. 29038 - Sale of Sand Shed and the Removal from Site.**

Note: All bids shall become public record under the laws of the State of Wisconsin and the public shall have access thereto.

Timetable:

Waukesha County has tentatively identified the following dates for this project:

Release Bid	April 24, 2009
Site Visit/Walk-thru	May 1, 2009 @ 9:00 a.m.
Responses Due (10:30 a.m. CST)	May 7, 2009
Completion of Removal	June 12, 2009

BY SUBMITTING A RESPONSE TO THIS INVITATION TO BID, YOU ARE CERTIFYING COMPLIANCE WITH THESE SPECIFICATIONS.

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