

**WASHINGTON STATE UNIVERSITY  
Othello House Purchase/Removal Agreement  
Terms and Conditions**

Washington State University (“WSU”) is requesting bids for the purchase and removal of a single family house located at the WSU Othello Research Station at 1471 West Cox Rd, Othello, WA 99344.

Arrangements for inspection or more information about the house, please contact the WSU Project Manager, Jeff Lunden at 509-786-9221 or Ron Redman 509-335-4630.

All bids must be made on this bid form and received at WSU Surplus Stores, PO Box 641101, Pullman, WA 99164-1101, **no later than 3:00 pm, on Monday, August 22**. Facsimile copies of this bid form received at (509) 335-6641 or via email to [rlredman@wsu.edu](mailto:rlredman@wsu.edu) by the bid deadline above are acceptable if bidder, 1) calls first (509-335-4630) to indicate intention to transmit facsimile bid or email, and 2) has mailed or otherwise sent a true signed copy of the bid form to the above address on or before the closing date.

WSU reserves the right to reject any and /or all bids in the best interests of WSU.

**Terms and Conditions of Agreement**

These Terms and Conditions shall be the Agreement between WSU and the successful bidder who shall hereinafter be referred to as Buyer.

This Agreement is specifically for purchase and moving of the house from WSU’s property, not for on-site deconstruction. The concrete foundation will not need to be removed as part of the project.

The description of the house is as follows:

- The house has two (2) bedrooms and one (1) bathroom with an attached car port. The house is approximately One Thousand Fifty (1050) square feet. Basic dimensions are 32 feet 5 inches x 36 feet 4 inches. See photos for exact dimensions. Photographs of the interior and exterior of the house and a drawing of the footprint are attached to this Agreement.

A regulated materials survey (asbestos, lead and other regulated materials) has NOT been completed for the structure. It is the responsibility of the Buyer to obtain a “good faith” asbestos inspection as required by applicable regulations.

Buyer shall remove the house from WSU property after purchasing and no later than December 31, 2016. Should Buyer fail to remove the house within the specified period, Buyer shall be considered in default without further notice and Buyer shall pay to WSU as liquidated damages,

not as a penalty, One hundred dollars (\$100.00) for every day past the specified removal date until the house is removed from WSU property.

The house shall be removed in accordance with the Removal Specifications attached hereto as Exhibit "A" and incorporated by reference. Buyer shall coordinate all removal activities, including hours of work and physical access to the house, with the WSU Project Manager identified in Exhibit A.

Buyer shall be responsible for arranging for, and paying all costs associated with the purchase and removal of the house, including without limitation any and all licensing and permitting fees, disconnection and connection of utilities, materials and labor, handling and removal of hazardous materials and dangerous waste (see Exhibit A, section 14), transportation fees, bonding, insurance and taxes.

Payment for the house is due to WSU Surplus Stores within Ten (10) days of receiving invoice. Acceptable payment methods are cash; certified check; Visa; MasterCard and wire transfer. WSU shall provide Buyer a bill of sale for the house after payment.

**In consideration of the price paid and opportunity to purchase, Buyer agrees as a term and condition of this Agreement to hold WSU (including its Regents, employees and agents) harmless from, and to indemnify WSU (including its Regents, employees and agents) for all claims, costs and liabilities arising from or related to damages or injuries to property or persons in connection with the condition of the houses, and Buyer's purchase of, removal of, transportation of, and subsequent use of the houses.**

**Buyer shall purchase, and maintain commercial general liability insurance against personal injury or property damage occasioned or connected with removal of the house in the amount of not less than one million dollars (\$1,000,000) per occurrence. WSU shall be named an additional insured under the policy. Buyer shall provide a certificate of insurance to the WSU Project Manager evidencing such coverage prior to commencement of removal activities.**

**The house is sold "AS IS." Buyer acknowledges it has inspected the house. Buyer acknowledges that the description of the house given by WSU is based on the best available information, and that WSU makes no guaranty, warranty, or representation of any kind, express, implied or otherwise, as to the quantity, kind, size, quality or description of the house, its fitness for any particular use or purpose, or its merchantability, and no claim shall be considered for allowance or adjustment or for rescission of the sale based on the condition of the house or surrounding property, failure to inspect the house, or otherwise. The house is sold to Buyer, and Buyer accepts the house, "as is, where is."**

**Buyer bears all risk of loss or damage that occurs from any source during the removal or moving process, including during the preparation for the move. Buyer bears all risk that the house will not be structurally capable of withstanding the move. Buyer is responsible for compliance with all applicable laws, ordinances and codes in moving the house, or in its removal activities under this Agreement.**

Any notices required under this agreement shall be made to the following:

**To WSU:**

Washington State University  
Surplus Stores  
PO Box 641101  
Pullman, WA 99164-1101  
Ron Redman of WSU Surplus (509) 335-4630

These Terms and Conditions (including the attached Removal Specifications in Exhibit A) are the complete, final and exclusive terms and conditions of the sale. There are no other agreements, oral or written, between WSU and Buyer. Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of each Party.

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this agreement, the parties agree to comply with all of its terms and conditions.

**Lot #1. Purchase and Removal of house. MINIMUM BID \$100.00**

**Place your bid here:**    \$ \_\_\_\_\_

**Buyer Information and Signature/Acceptance of Agreement:**

**Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RECOMMENDED BY:**

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**Dan Costello, Assistant VP Facilities Services Operations**

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**Date**

**APPROVED BY:**

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**Amanda N. Owen, Contracts Manager, Finance and Administration**

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**Date**

**EXHIBIT “A”**  
**WASHINGTON STATE UNIVERSITY**  
**REMOVAL SPECIFICATIONS**

**1. TEMPORARY UTILITIES**

- A. WSU will furnish free of charge to the Buyer all necessary electricity needed by Buyer for its removal activities. WSU reserves the right to restrict the use of its utilities if, in the opinion of the WSU Project Manager, the Buyer fails to adequately conserve utilities or to use utilities appropriately.
- B. The Buyer shall field verify the availability of utility services provided by WSU and coordinate the work accordingly.

**2. BARRIERS**

- A. The Buyer shall provide or erect barriers as required or necessary to prevent public entry to impacted areas and to protect existing facilities and adjacent properties from damage from removal operations.

**3. PROTECTION OF EXISTING FACILITIES**

- A. Tree and Plant Protection: Buyer shall provide adequate protection of all trees and other plant types not scheduled for removal and maintain protection until project completion.
  - i. In the event that damage resulting from the removal work occurs which, in the opinion of the WSU Project Manager, requires plant replacement, the Buyer shall be assessed damages according to the current schedule on file with WSU.
  - ii. If at any time the Buyer judges that the protection of plant materials designated to be saved is incompatible with the removal work required, or if removal operations necessarily threaten the health of any plant material, Buyer shall notify immediately the WSU Project Manager and do no further work affecting the area until a written agreement is reached concerning acceptable procedures.

**4. CLEANING DURING CONSTRUCTION**

- A. Buyer shall control accumulation of waste materials and rubbish, periodically disposing of it off-site in accordance with applicable laws and regulations.
- B. Buyer shall be responsible for keeping sidewalks, lawns, parking areas, and streets clear of all generated materials, debris, gravel, rock, and dirt attributed to the removal operations. Cleanup shall be on a daily and/or upon request basis as determined by the WSU Project Manager.

**5. LIFTING DEVICES AND HOISTING FACILITIES**

- A. Buyer shall provide cranes, hoists, towers, and other lifting devices necessary for the proper and efficient movement and removal of material or equipment, including operating personnel for removal equipment as required.

**6. CONSTRUCTION PARKING**

- A. Buyer and Buyer’s agents or employees shall park as directed by the WSU Project Manager.

**7. NOISE CONTROL**

- A. Any removal operations-related noise that interferes or is likely to interfere with normal operation and use of adjacent occupied space(s) shall be scheduled and approved by the WSU Project Manager.
- B. Buyer shall restrict any removal operations-related noise to the hours approved by the WSU Project Manager.
- C. Extended hours may be approved by and coordinated with the WSU Project Manager, as long as there is no additional cost to WSU.

**8. TRAFFIC OBSTRUCTIONS**

- A. In some cases, it may be necessary to develop a special route for removing large or unyielding material that could interfere with pedestrian or traffic movement. Buyer shall develop such a route in consultation with the WSU Project Manager and subject to WSU Project Manager's approval.
- B. Buyer shall avoid deliveries or equipment operations that block street traffic during peak times, as determined in consultation with the WSU Project Manager.
- C. Pedestrian Obstructions: Buyer's equipment located on sidewalks or other pedestrian ways shall be suitably barricaded. Barricades shall include a horizontal member at a maximum of two feet above the walking surface.

**9. REMOVAL OF TEMPORARY FACILITIES**

- A. Buyer shall remove temporary materials, equipment, services, and construction/demolition facilities prior to completion inspection by WSU.
- B. Buyer shall clean and repair damage caused by any installation or use of temporary facilities.
- C. Buyer shall restore existing facilities used during removal operations to specified or to original condition.

**10. EXISTING CONDITIONS**

- A. Buyer shall conduct demolition and/or removal to minimize interference with adjacent building areas and shall maintain protected egress and access at all times.
- B. Buyer shall provide, erect, and maintain as necessary, appropriate security devices and temporary barriers to protect the site and Buyer's materials and equipment.

**11. REGULATORY REQUIREMENTS**

- A. Buyer shall be solely responsible for compliance with all codes, regulations and/or laws regarding building demolition, equipment/materials removal, safety, disposal or other issues/conditions.
- B. Buyer shall ascertain and comply with all applicable OSHA and WISHA requirements, with other codes, regulations and/or laws related to demolition, removal or other activities regarding the buildings and materials contained within them, and with WSU guidelines/policies .

**12. EXECUTION**

- A. Buyer shall demolish and/or remove equipment/materials in an orderly and careful manner.
- B. Except where noted otherwise, Buyer shall immediately remove demolished materials from site.
- C. Buyer shall remove and promptly dispose in a manner consistent with applicable laws and regulations of contaminated, vermin infested, or dangerous materials encountered.

- D. Buyer shall not burn or bury materials on site.
- E. Buyer shall remove demolished materials from site as work progresses. Upon completion of work, Buyer shall leave areas of work in clean condition.

**13. DANGEROUS WASTE HANDLING**

- A. Buyer has direct and exclusive control over the work and operations at the removal site and is responsible for any Buyer generated dangerous waste and its treatment, storage, transportation, and disposal.
- B. Dangerous waste, defined in WAC 173-303, generated by the Buyer at the worksite shall be disposed of by the Buyer in compliance with all applicable federal, state, and local regulations/ordinances and laws. Further:
  - i. Prior to generating waste, the Buyer shall establish an acceptable satellite accumulation area at the worksite.
  - ii. The Buyer shall designate personnel who shall be responsible for managing the satellite accumulation area in accordance with applicable regulations. Buyer shall provide a phone number for contacting the responsible personnel.
  - iii. Buyer shall use a state approved Dangerous Waste Contractor.
- C. The Buyer and designated personnel who handle, transfer, accumulate, or otherwise work with dangerous waste shall meet the requirements set forth in Washington law and regulations including WAC 173-303-330 as well as all other applicable laws, regulations, codes and policies.

**14. ASBESTOS AND OTHER REGULATED MATERIALS**

- A. The Buyer assumes responsibility of all owner requirements related to asbestos worker safety and hazard communication provisions outlined in WAC 296-62 and 296-65. The Buyer shall notify the WSU Project Manager of any suspect asbestos-containing materials (ACM) or other suspected hazardous or regulated materials associated with the structure.
  - i. The Buyer is responsible for a “good faith” asbestos inspection, as required by WAC 296-62-07721. Such “good faith” inspection is not required if all suspect ACM is assumed to contain asbestos and is handled in accordance with WAC 296-62-07701 through 296-62-07753.
  - ii. The Buyer shall not proceed with removal work until friable ACM or materials that may become friable ACM during the course of removal or transportation activities are abated or encapsulated.
  - ii. Buyer will use contractors certified in the state of Washington as asbestos contractors to remove or encapsulated ACM associated with the structure.
- B. The buyer shall ensure all paint chips containing lead are removed from the site. Disposal of lead-containing paint chips containing lead shall be in compliance with 13. Dangerous Waste Handling (above).
  - i. WSU IAREC Facility Supervisor, Jeff Lunden will inspect the site prior to final acceptance to ensure no paint chips containing lead are present.

**15. WSU’S Project Manager**

- A. WSU’s Project Manager for this removal Agreement is WSU IAREC Facility Supervisor, Jeff Lunden.
- B. Unless otherwise indicated, all correspondence, and communication between WSU and the Buyer shall be directed through and distributed by the WSU Project Manager.