

TERMS AND CONDITIONS OF SALE

(For Removal of Improvement(s) located at 1139 Escobar Street, Martinez)

To Be Sold at Public Auction

The successful bidder (Purchaser) will be required to execute a Purchase Agreement with Contra Costa County (County) agreeing that the removal of the improvement(s) shall be done according to the Terms and Conditions of Sale as hereinafter specified:

1. At the conclusion of the auction sale, Purchaser agrees to pay by cash, cashier's check, certified check or money order (no personal checks) the amount of \$2,500 for the improvement(s), with the balance to be paid within ten (10) days from date of the sale. Upon full payment to Contra Costa County as aforesaid, the Board of Supervisors or its designee, upon approval, will execute a Bill of Sale to be delivered to Purchaser under the terms and conditions herein. Receipt by Purchaser of the Bill of Sale will constitute authority to commence the removal of the improvement(s).
2. The removal from County property of the improvement(s) shall be completed on or before December 16, 2016.
3. Said removal or demolition, after the purchase, once work begins thereon, shall be done diligently and continuously each working day until completed. Work may be suspended only during inclement weather or when required under these Terms and Conditions.
4. Purchaser agrees, at no cost to County, to obtain and maintain during the entire time Purchaser or Purchaser's contractor, agents or assigns is/are working at the site, Worker's Compensation Insurance pursuant to state law, Comprehensive Liability Insurance, including coverage for owned and non-owned vehicles with a minimum combined single limit coverage of \$1,000,000 for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof, arising out of each accident or occurrence. Purchaser agrees to provide County with a certificate of said insurance naming Contra Costa County and its officers, agents and employees as additional insureds, within ten (10) days after the date of sale, and agrees to furnish County with thirty (30) days written notice of any policy lapse or cancellation.
5. The property is to be entirely cleared of all combustible materials, debris, and other rubbish, including shrubbery and trees which have been cut or uprooted to facilitate removal of the improvement(s). In the event there are basements under any buildings, upon completion of moving operations, Purchaser shall construct a temporary barricade fence around said basements and/or excavation to the satisfaction of the Real Property Agent, and in all other respects Purchaser shall leave the property in a reasonably safe condition. Only concrete foundations, asphalt driveways, and concrete flatwork may be left on the property provided, however, that all mud-sill steel tie bolts, nails, and reinforcing steel protruding from said remaining concrete foundations shall be removed or sheared at all exposed surfaces. Dust must be controlled during the removal process in accordance with local ordinances.

6. Purchaser shall secure all necessary permits and certificates required in connection with the removal of any building, shall cap all sewer laterals, and shall comply with all pertinent local ordinances. County makes no guarantee that any buildings sold will be movable, or that permits will be granted to relocate them in any specific location. Purchaser assumes all risk and responsibility in the wrecking or removing operation, including any damages or loss by vandalism, after acceptance by County of the \$2,500 initial payment. The improvement(s) are sold on an "as is" basis with no warranty whatsoever, including no warranty as to the condition or movability of the improvement(s).
7. Purchaser shall defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, arising directly or indirectly from or connected with the purchase or removal of the improvement(s). If requested by County, Purchaser shall defend any such suits at its sole cost and expense. If County elects to provide its own defense, Purchaser shall reimburse County for any expenditure, including reasonable attorney's fees and costs.
8. If County deems it to be in its best interest, it may, on a refusal or failure of the Purchaser to deposit the balance of the bid amount, or failure to provide necessary insurance certificates within the specified time, award the bid to another bidder.
9. County reserves the right to reject any and all bids received without stated cause.
10. Time is of the essence of this agreement. County reserves the right to declare a forfeiture of any and all rights of Purchaser in the event of Purchaser's default or failure to perform this agreement in whole or in part, and all payments made by Purchaser may be forfeited and become the property of County.
11. Unless the improvement(s) are purchased for resale, retail sales tax must be added to the amount of the bid. If purchased for resale, Purchaser will be required to present satisfactory proof that Purchaser holds a Retailer's Permit from the State Board of Equalization and has purchased the improvement(s) for resale of personal property. Retail sales tax will be computed at 8.5 percent of the bid amount.
12. Only contractors licensed by the State of California will be allowed to physically remove the improvement(s) referenced herein. Evidence of such license is to be presented to County's Real Property Agent prior to removal work.