# STATE OF LOUISIANA

# DEPARTMENT OF TRANSPORTATION

# AND DEVELOPMENT

## PROPOSAL

STATE PROJECT NO. 455-01-0034 (H.003453) (PART 2) (October 20, 2016)
FEDERAL AID PROJECT NO. 0009(803)
SALE OF BUILDINGS
LAFAYETTE PARISH
ADV-58A-P1

N O T I C E

SALE OF STATE-OWNED BUILDINGS AND APPURTENANCES
"WHERE IS - AS IS"

Sealed bids for the sale of State-owned buildings and appurtenances will be received by the Louisiana Department of Transportation and Development, Real Estate Section, 1201 Capitol Access Road, Baton Rouge, Louisiana 70802 until 4:15 P.M. on Wednesday, October 19, 2016, after which bids will be received in the Louisiana Department of Transportation and Development Auditorium, 1201 Capitol Access Road, Baton Rouge, Louisiana, from 9:00 A.M. until 10:00 A.M. on Thursday, October 20, 2016, at which time and place bids will be publicly opened and read. No bids will be received after 10:00 A.M.

**STATE PROJECT NO. 455-01-0034 (H.003453) (PART 2) (October 20, 2016)**
**FEDERAL AID PROEJCT NO. 0009(803)**
**I-49 CONNECTOR (LAFAYETTE)**
**ROUTE I-49**
**LAFAYETTE PARISH**

**SALE OF BUILDINGS AND APPURTENANCES**:
**1)** One (1) wood frame house on piers split duplex, located at 416 A&B Mudd Avenue, Lafayette, Lafayette Parish, Louisiana.
PERFORMANCE GUARANTY: Item No. ADV-58A-P1, $1,245.00

**REGIONAL RIGHT OF WAY MANAGER**: Robert Richard, (337) 262-6250 or **RIGHT OF WAY AGENT**: Kimberly Foreman Hamilton, (337) 262-6257, 428 Hugh Wallis, Lafayette, LA 70508 .

Bids must be submitted on forms provided by the Department. Bid forms may be obtained upon request from Real Estate Section, Room S207, East Wing of the Louisiana Department of Transportation and Development, 1201 Capitol Access Road, Baton Rouge, Louisiana,70802, Phone 225-242-4545. Bid forms may also be downloaded from the Department's Real Estate web site FOR VIEWING ONLY at, http://www.dotd.state.la.us/highways/project_devel/realestate/realestate.asp. Written requests for bid forms should be sent to Louisiana Department of Transportation and Development, Real Estate Section, 1201 Capitol Access Road, Baton Rouge, Louisiana, 70802. Bids should be mailed to Louisiana Department of Transportation and Development, Real Estate Section, 1201 Capitol Access Road, Baton Rouge, Louisiana, 70802.

Both the Cash Offer and a Performance Guaranty for each item bid shall be enclosed with the bid.

Buildings offered for sale may be occupied, locked or boarded up. The buildings may be inspected by prospective bidders by appointment only between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, by contacting the District Property Manager or his/her authorized representative.

The right is reserved to reject bids and waive informalities.

SECRETARY, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

# INSTRUCTIONS TO BIDDERS
# SALE OF BUILDINGS

SUBMITTAL OF BIDS: Bidders may bid on any or all items; however, a separate cash offer and a performance guaranty shall be submitted for each item bid. Bids must be submitted on the form provided herein and the cash offer shall be written in ink. The proposal and Act of Sale must also be signed in ink. The bidder must also execute his/her portion of the enclosed Act of Sale for each item on which he/she bids and have his/her signature witnessed by two witnesses. The portions of the Act of Sale which must be completed by the bidder are shown on the enclosed sample. Failure of the bidder to submit the Act of Sale properly executed along with his/her bid will be cause for rejection of his/her bid. If the bidder desires to change a bid price, he/she may do so by striking through the original bid price, writing the new bid price in ink and initialing. The proposal, cash offer, performance guaranty, Act of Sale and other information specified in the proposal shall be submitted in a sealed envelope so marked as to indicate its contents without being opened. This envelope shall be placed in another which shall be sealed, addressed and delivered to the Louisiana Department of Transportation and Development, Baton Rouge, Louisiana, before the time specified for opening bids. Bids received after the time specified will be returned to the bidder unopened.

CASH OFFER: The cash offer for each item bid must be enclosed with the bid. The cash offer shall be either a certified check, official check, cashier's check, postal money order or bank money order; and shall be made payable to the Louisiana Department of Transportation and Development.
Cash offers of successful bidders will be used for payment of each item. Cash offers of unsuccessful bidders will be returned to bidders after determination of successful bidders.

PERFORMANCE GUARANTY: The performance guaranty for each item bid must be enclosed with the bid; must be in the amount specified in the "Notice" elsewhere herein; and must be made payable to the Louisiana Department of Transportation and Development.
The performance guaranty shall be either a bond, certified check, official check, cashier’s check, postal money order or bank money order. If the performance guaranty is a bond, it shall be similar to the bond form elsewhere herein and shall be guaranteed by a surety company authorized to do business in Louisiana.
Performance guaranties, except those of successful bidders, will be returned to bidders after determination of successful bidders.
All cost for furnishing performance guaranties shall be borne by the bidder.

REJECTION OF BIDS: Proposals submitted without both a Cash Offer and a Performance Guaranty for each item bid will be rejected. Proposals submitted with incomplete bids, additions not called for, or conditional or alternate bids not called for, or without the proper signatures will also be rejected.

LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

# CONDITIONS OF SALE
# BUILDINGS

GENERAL: The following conditions shall govern all offers to buy and shall apply to the sale of the buildings and all appurtenances thereto, "Where is - As is at the time sale is passed," listed in the "Bid Schedule" of this proposal, should any offer be accepted by the Department.

APPURTENANCES: "Appurtenance" shall be defined as: That which belongs to something else; something annexed to another thing more worthy as principal, and incident to it, such as outbuildings.

AWARD OF SALE: The award of sale, if awarded, will be made to highest responsible bidder on each item immediately after determination of the successful bidder.

ACT OF SALE: The Act of Sale for each item in the "Bid Schedule" will be prepared by the Department at no cost to the purchaser. In order to expedite the preparation of the Act of Sale there is included herewith an Act of Sale for each item listed in the "Bid Schedule". The bidder must execute his/her portion of the Act of Sale for each item on which he bids in ink and have his/her signature witnessed by two witnesses and enclose it with his/her bid. The portions of the Act of Sale which must be completed by the bidder are shown on the sample Act of Sale enclosed. Failure of the bidder to submit the Act of Sale properly executed along with his/her bid will be cause for rejection of his/her bid. The Department will execute its portion of the Act of Sale and date it immediately after determination of the successful bidder.

PAYMENT: The cash offer of the successful bidder (included with the bid) on each item shall become payable to the Department at the time of award of sale. Cash offers of unsuccessful bidders will be returned to bidders after determination of successful bidders.

FORFEITURE OF TITLE: If the purchaser of an item fails to remove his/her buildings and appurtenances within the specified time, otherwise delays, neglects or defaults in removal of said buildings and appurtenances in accordance with the requirements of this proposal, title to said buildings and appurtenances shall be automatically forfeited to the Department, even though the buildings and appurtenances have been partially demolished or partially removed from their original location. In addition, all monies deposited with the Department as payment for the item will become the property of the Department, and the punitive amount of the performance guaranty will become payable to the Department, and the purchaser will be ineligible for bidding on future sales.

LAWS TO BE OBSERVED: The purchaser shall comply with all Federal, State and local laws, ordinances and regulations affecting the purchase and removal of the buildings and appurtenances, and shall indemnify the Department and its representatives against any claim or liability arising from violation of any such law, ordinance or regulation.

Liquefied petroleum gas tanks and systems shall be removed in accordance with rules and regulations of the Liquefied Petroleum Gas Commission, Baton Rouge, Louisiana.

SANITARY PROVISIONS: The purchaser shall observe rules and regulations of the State Board of Health and of all local health officials, and shall take all necessary precautions to avoid unhealthy conditions.

PERMITS AND LICENSES: The purchaser shall procure all permits and licenses, pay all charges and fees, and give all notices necessary to lawful removal of the buildings and appurtenances.

RESPONSIBILITY FOR DAMAGE CLAIMS: The purchaser shall indemnify the Department and its representatives against all claims arising from injuries to persons or damages to property due to neglect by the purchaser.

PRESERVATION AND RESTORATION OF PROPERTY, TREES, MONUMENTS, ETC.: The purchaser shall be responsible for preservation of public and private property, trees, shrubs, monuments, etc., adjacent to the right of way on which the buildings and appurtenances are located and shall take every precaution to prevent damage thereto. Land monuments, property markers and right of way markers shall not be removed by the purchaser without proper authority.
The purchaser shall be responsible for damage done to public or private property due to any act, omission, neglect or misconduct in the execution of the work, or defective work or material, and shall restore, at his/her expense, such property to a condition similar or equal to that existing before damage was done by repairing, rebuilding or otherwise restoring same, or shall make good such damage in an acceptable manner.

REMOVAL: All removal activities shall be coordinated with Department's roadway contractor if project contract has been awarded.
Each building and appurtenances shall be removed to ground level. **THIS DOES NOT INCLUDE SLABS.** Removal shall include piping, wiring, plumbing and other accessories above and below ground which are attached to or are part of a building, all sheds, garages, outhouses and other appurtenances; however, removal of fences, shrubs, plants and other growth shall be optional with the purchaser. The purchaser shall also remove and dispose of all trash, debris, house piers, steps, broken concrete, bricks and other materials that would interfere with grass cutting operations, and shall mow each lot.
**PLEASE SEE ASBESTOS REPORT.** Upon satisfactory removal of the item and acceptance of the site by the Department, the performance guaranty will be immediately returned to the purchaser.

TIME LIMIT: The purchaser shall remove all buildings and - appurtenances to which he/she has acquired title within sixty (60) calendar days after notification by the Department to begin moving operations.

STATE PROJECT NO. 455-01-0034 (H.003453) (PART 2) (October 20, 2016)
Sheet 1

PHOTOGRAPHS AND DESCRIPTIONS

Item No. ADV-58A-P1
Address: 416 Mudd Avenue
Lafayette, LA 70501
Description: A 1,262 square foot wood frame duplex house on piers

SALE OF BUILDINGS

STATE PROJECT NO. 455-01-0034 (H.003453) (PART 2) (October 20, 2016)

# BID SCHEDULE

Sale of State-owned buildings and appurtenances "WHERE IS - AS IS AT THE TIME THE SALE IS PASSED" located within the right-of-way limits of the I-49 Connector (Lafayette)

| ITEM NO. | ADDRESS | BID AMOUNT |
|---|---|---|
| ADV-58A-P1 | 416 A&B Mudd Avenue<br>Lafayette, LA<br>70501 | $_____ |

NOTE: The buildings offered for sale shall be numbered by the Department and the number shown on each building shall correspond to the respective item number as shown in the "Bid Schedule" of the proposal.

FOR EXAMPLE: The buildings to be sold under Item No. ADV-58A-P1 shall be numbered ADV-58A-P1 on the premises.

# PROPOSAL

SALE OF BUILDINGS

STATE PROJECT NO. 455-01-0034 (H.003453) (PART 2) (October 20, 2016)

FEDERAL AID PROJECT NO. 0009(803)

SALE OF STATE-OWNED BUILDINGS AND APPURTENANCES LOCATED WITHIN THE RIGHT-OF-WAY LIMITS OF I-49 CONNECTOR (LAFAYETTE)

LAFAYETTE PARISH

ROUTE I-49

Department of Transportation and Development
Baton Rouge, Louisiana

The undersigned offers to purchase for cash payment the state-owned buildings and appurtenances at the price offered for each item in the "Bid Schedule" attached hereto.

The undersigned certifies that he/she has examined the buildings and appurtenances offered for sale and has satisfied himself/herself as to their condition, and conditions to be encountered in removing said buildings and appurtenances.

The undersigned further certifies that he/she has examined the "Conditions of Sale" attached hereto and agrees to abide by said conditions.

BIDDER'S NAME _____
(Please Print)

STREET ADDRESS _____

P.O. BOX _____ TELEPHONE _____

CITY _____ STATE _____ ZIP _____

SIGNATURE OF BIDDER _____

DATE _____

SOCIAL SECURITY NO. _____

TAX ID NO. (If applicable) _____

LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

# PERFORMANCE BOND

SALE OF BUILDINGS

_____

as Principal, and _____

_____

a surety company authorized to do business in Louisiana, as Surety, are bound, in solido, unto the Department of Transportation and Development and unto all subcontractors, workmen, laborers, mechanics, and furnishers of materials and equipment, in the sum of

_____

_____DOLLARS ($_____),

payable in lawful money of the United States, and to this bond do obligate their heirs, successors and assigns.

The condition of this bond is such that if the Principal performs the work as described in the proposal made and entered into on this

_____ day of _____, 2016, to complete

State Project No. 455-01-0034 (H.003453) (Part 2) (October 20, 2016)

entitled "SALE OF BUILDINGS" Route No. I-49, Lafayette Parish,

according to the stipulations in said proposal; pays all sums due on materials and supplies used and wages earned by workmen employed on the work; abides by the terms in said proposal at the time and in the manner and form specified; performs all labor and work; and furnishes all materials specified in said proposal in accordance with the terms of said proposal; this obligation shall be void; otherwise to remain in effect.

It is agreed by the parties to this Bond that the same is given in accordance with Louisiana Revised Statutes of 1950, Title 38, Chapter 10, Sections 2241 to 2248 inclusive.

In faith whereof, we have subscribed this obligation at Baton Rouge, Louisiana.

WITNESS OUR HANDS AND SEALS, this _____ day of

_____, 2016.

W I T N E S S E S

_____ _____
PRINCIPAL

_____ By_____

_____
Typed or Printed Name

_____
Surety

_____ By_____
Attorney-in-Fact

_____ _____
Typed or Printed Name

I certify that I am, as of the date of this bond, a licensed Resident Agent of Louisiana in good standing with the Louisiana Insurance Commission and authorized to Countersign this bond on behalf of the surety identified herein.

By_____

_____
Typed or Printed Name

_____
Name of Agency

_____
Address

ITEM NO. ADV-58A-P1

STATE PROJECT NO. 455-01-0034 (H.003453) (PART 2) (October 20, 2016)

# ACT OF SALE

SALE OF BUILDINGS

This agreement is executed on this _____ day of _____, 2016, between the Department of Transportation and Development, acting through the Real Estate Administrator, Party of the First Part, hereinafter designated as "Department", and

_____

_____, domiciled and doing business in

_____, Party of the Second Part, hereinafter designated as "Purchaser".

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Purchaser shall furnish all materials, equipment and labor and perform the required work, consisting of removing buildings identified as Item No. ADV-58A-P1 and described on the Photographs and Descriptions sheet, in a thorough and workmanlike manner to the satisfaction of the Real Estate Administrator in accordance with the proposal filed with the Department dated _____, said proposal is made a part hereof as fully as if set out herein and hereby becomes a part of this Act of Sale.

All removal activities shall be coordinated with Department's roadway contractor if project contract has been awarded.

The Department agrees to accept and the Purchaser agrees to pay for the buildings at the price stipulated in said Proposal in lawful money of the United States at the time and in the manner set forth in the Conditions of Sale.

Performance will begin on the date stipulated that the parcel will be vacated or as directed in writing by the District Property Manager. If a parcel is vacated by the occupant prior to the specified date the Purchaser may request and the District Property Manager may authorize the Purchaser to begin work on that parcel. In no event will the Purchaser begin work prior to the occupant vacating the premises and all personal belongings of the occupant being removed. All work required in connection with the sale will be completed within the time limit specified in the proposal subject to such extensions as may be authorized.

STATE PROJECT NO. 455-01-0034 (H.003453) (PART 2) (October 20, 2016)

Total cost of Item No. ADV-58A-P1 is _____

DOLLARS ($_____).

This contract shall become effective on the date that it is signed by the Real Estate Administrator.

In witness whereof, the Purchaser and the Real Estate Administrator have hereunto subscribed their names.

W I T N E S S E S

_____ _____
Purchaser

_____ State of Louisiana
Department of
Transportation and Development

_____ By_____
Real Estate Administrator

_____

# SAMPLE

ITEM NO. ADV-58A-P1

STATE PROJECT NO. 455-01-0034 (H.003453) (PART 2) (October 20, 2016)

**ACT OF SALE**

SALE OF BUILDINGS

This agreement is executed on this _____ day of _____, 2016, between the Department of Transportation and Development, acting through the Real Estate Administrator, Party of the First Part, hereinafter designated as "Department", and

_____(Name of Purchaser)_____,

domiciled and doing business in _____(City, State)_____, Party of the Second Part, hereinafter designated as "Purchaser".

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Purchaser shall furnish all materials, equipment and labor and perform the required work, consisting of removing buildings identified as Item No. ADV-58A-P1 and described on the Photographs and Descriptions sheet, in a thorough and workmanlike manner to the satisfaction of the Real Estate Administrator in accordance with the proposal filed with the Department dated ____(date of proposal)____, said proposal is made a part hereof as fully as if set out herein and hereby becomes a part of this Act of Sale.

All removal activities shall be coordinated with Department's roadway contractor if project contract has been awarded.

The Department agrees to accept and the Purchaser agrees to pay for the buildings at the price stipulated in said Proposal in lawful money of the United States at the time and in the manner set forth in the Conditions of Sale.

Performance will begin on the date stipulated that the parcel will be vacated or as directed in writing by the District Property Manager. If a parcel is vacated by the occupant prior to the specified date the Purchaser may request and the District Property Manager may authorize the Purchaser to begin work on Property Manager may authorize the Purchaser to begin work on that parcel. In no event will the Purchaser begin work prior to the occupant vacating the premises and all personal belongings of the occupant being removed. All work required in connection with the sale will be completed within the time limit specified in the proposal subject to such extensions as may be authorized.

# SAMPLE

STATE PROJECT NO. 455-01-0034 (H.003453) (PART 2) (October 20, 2016)

Total cost of Item No. ADV-58A-P1 is _____(Bid price in words and numbers--Example: TWO THOUSAND ONE HUNDRED ONE AND 50/100 DOLLARS ($2,101.50)_____.

This contract shall become effective on the date that it is signed by the Real Estate Administrator.

In witness whereof, the Purchaser and the Real Estate Administrator have hereunto subscribed their names.

W I T N E S S E S

_____(Signature)_____

_____(Signature)_____

_____

_____

_____(Signature)_____
Purchaser

State of Louisiana
Department of
Transportation and Development

By_____
Real Estate Administrator

❖ ❖ ❖ ❖ ❖ ❖ ❖ ❖ ❖ ❖ ❖ ❖ ❖ ❖ ❖

## DID YOU REMEMBER TO . . .

1. **Enclose Bid Schedule?**
2. **Proposal?**
3. **Cash Offer and Performance Guaranty? (**IN ONE OF THE FORMS STATED)**
4. **Act of Sale?**