

CHAPTER 12

CLEARANCE AND DEMOLITION

INTERNAL CALTRANS EXHIBITS AND FORMS

Exhibit No.

12-EX-03

Title

Bill of Sale (for internal Caltrans use)

Form No.

RW 12-01

RW 12-02

RW 12-03

RW 12-04

RW 12-05

RW 12-06

Title

Inventory Disposal Record (for internal Caltrans use)

Improvement Disposal Authorization (for internal Caltrans use)

Register (for internal Caltrans use)

Notice of Sale – Verbal Bid (for internal Caltrans use)

Notice of Sale – Sealed Bid (for internal Caltrans use)

Notice of Sale – Sealed Bid (Accompanied by Deposit) (for internal Caltrans use)

Bill of Sale

Parcel No. _____
Co-Rte PM _____

State of California, Department of Transportation, of _____ [address of District] _____, in consideration of \$_____ paid and delivered by _____ [name of buyer] _____ of _____ [address of buyer] _____, the receipt of which is hereby acknowledged, does hereby sell, assign, convey, transfer and deliver to _____ [name of buyer] _____ the following improvements and/or personal property:

Inventory Disposal Record (IDR) Item No. _____
Description

Inventory Disposal Record (IDR) Item No. _____
Description

To Have and to Hold the same unto the said buyer and the heirs, executors, administrators, successors and assigns of the buyer forever.

Dated this _____ [date] _____.

State of California
Department of Transportation

[Type name of DD or Authorized Delegate]

DISPOSAL RECORD

ITEM NO.	PSR NO. AND DATE APPROVED	MINIMUM BID OR EST. DEMO. COST	MARKET VALUE/DATE OF SALE OR BID OPENING	SUCCESSFUL BIDDER	AMOUNT BID	BILL NO.	CSR NO.	DATE OF DISPOSAL CERTIFICATE
						OR R/W C.C. NO.		
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REG. NUMBER
PAR NUMBER

IMPROVEMENT DISPOSAL AUTHORIZATION

RW 12-2 (9/1993)

State of California

Business, Transportation and Housing Agency

Memorandum

To :

Date:

File No.:

From : DEPARTMENT OF TRANSPORTATION

Subject : IMPROVEMENT DISPOSAL AUTHORIZATION

It is necessary to dispose of the following improvements and/or personal property:**PARCEL NO.****RW 12-1 ITEM NOS.****REASON FOR DISPOSAL**

1. To clear for construction. Project Cert. Date is _____.
2. Not rentable due to poor condition and not warranty repair.
3. To prevent theft and acts of vandalism.

METHOD OF DISPOSAL

1. PUBLIC SALE. Minimum acceptable bid shown on attached forms represents _____ % of items' market value. This will ensure our sale of the items on first sale attempt, expedite clearance and avoid any unnecessary exposure, theft and liability.

If unsuccessful in selling, items will be demolished at the estimated corresponding cost set forth on the attached forms RW 12-1.

2. DEMOLITION.

REASONS FOR DEMOLITION INSTEAD OF SALE:

1. Moving and rehabilitation not economically feasible.
2. Substandard construction.
- 3.

Disposal of improvements, whether by sale or demolition, will be in accordance with procedures prescribed in the Right of Way Manual.

APPROVED: _____

Right of Way

Senior Right of Way Agent_____
Date

REGISTER

RW 12-3 (REV 7/1998)

Lock Data on Form

**RIGHT OF WAY IMPROVEMENTS AND PERSONAL
PROPERTY INVENTORY DISPOSAL RECORD**

SHEET NUMBER _____	
MONTH _____	YEAR _____

REGISTER NUMBER	GRANTOR	COUNTY, ROUTE, AND KP/PM	PARCEL NUMBER	R/W CONTRACT NUMBER	

(This form is to be used by District Accounting. Instruction for use will emanate from Headquarters Accounting.)

NOTICE OF SALE - VERBAL BID

RW 12-04 (REV 7/1998)

Lock Data on Form

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
(Address)**

PUBLIC AUCTION WILL BE HELD BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION,
for the sale of the following improvements:

Beginning at _____ M., _____, at the site and in order listed.
(time) (day and date)

(County, Rte., K.P./P.M., IDR#)

ADDRESS	TYPE OF IMPROVEMENT	REMOVAL DATE	MINIMUM BID	AMOUNT OF DEPOSIT
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NOTICE OF SALE - VERBAL BID (Cont.)

RW 12-04 (REV 7/1998)

TERMS OF SALE

Deposit of *Cash, Cashier's Check* or *Certified Check*, in the amount of the deposit will be required to be made at the time of the auction, the balance in *Cash, Cashier's Check* or *Certified Check*, together with sales tax, unless exemption is claimed, must be paid within _____ () days, Saturdays, Sundays and holidays excluded.

Successful bidder will be required to execute a contract with the Department of Transportation agreeing:

- (1)
 - A. To remove the improvements within the specified time.
 - B. Within ten (10) days after removal of improvements, remove all combustible materials and other rubbish including shrubbery and trees which have been cut or uprooted during moving, leaving only concrete foundations and concrete flatwork on the premises.
 - C. All mudsill bolts and reinforcing steel left protruding shall be bent over or sheared at all exposed surfaces.
 - D. In the event there are basements under any of the building, upon completion of moving operations Buyer shall construct a temporary safety barricade fence around the basements to the satisfaction of the Department of Transportation, and in all other respects Buyer shall leave the premises in a reasonably safe condition.
 - E. If any utility service lines to other buildings or improvements are disconnected, destroyed or otherwise impaired during removal of said improvements, Buyer, at his own cost and expense, shall provide such other buildings or improvements with adequate substitute utility service lines in lieu of those affected.
 - F. Buyer, at his own cost and expense, shall either cap or cause to be capped by others (as State may elect) any sewer serving the improvements. Such capping shall be done in a manner satisfactory to the State.
 - G. To open any cesspools and/or septic tanks, pump out and dispose of contents, break bottom and backfill, all in accordance with local ordinances or regulations. Cesspools and/or septic tanks shall be backfilled only after the State's representative has inspected the open cesspools and/or septic tanks.
 - H. Should Buyer fail to comply with any of the provisions of A through G, inclusive, above, the State shall have the right to complete all operations therein described at Buyer's expense.
 - I. All underground tanks must be removed under permit from the local Fire Department.
 - J. If Buyer is an owner or purchaser of land immediately adjacent to the State right of way, improvements purchased must be set back from the said right of way line at least 15 meters.
- (2) Buyer shall only have the right to remove the improvements as specified and shall enjoy no other rights upon the premises.
- (3) To supply a satisfactory Faithful Performance Surety Bond in the Amount of \$ _____ on each item within 10 (ten) days from date of sale, Saturdays, Sundays, and holidays excluded. The necessary bond forms for execution by Bonding Company will be given to successful bidder by the Department of Transportation.
- (4) If Buyer fails to deposit the money, pay the balance due, or furnish the Department with a Faithful Performance Surety Bond, the State shall have the right at its option, to terminate or cancel the contract. Upon the exercise of such right, all rights of Buyer in the subject property granted by the contract shall cease and all monies paid to State under the subject contract terms up to the time of the breach *shall be retained to offset actual damages sustained by State* as a direct and proximate result of said breach of contract. Upon cessation of Buyer's right, title, and interest in the subject property, title to such property shall revert to State and State may resell or dispose of such property as it sees fit without recourse by Buyer.
- (5) Buyer shall not remove any property until full payment is made, bond is furnished, and the necessary Bill of Sale is issued.

NOTICE OF SALE - VERBAL BID (Cont.)RW 12-04 (REV 7/1998)

- (6) If Buyer defaults in the (a) payment of the balance due; (b) furnishing the required Faithful Performance Bond; (c) performance of any of the agreed-upon obligations stated in Paragraph (1) of these Terms of Sale; or (d) in the performance of any other agreed-upon obligation of the said Buyer pursuant to the subject contract, State may demolish or remove the improvements at Buyer's expense and Buyer pursuant to the subject contract, State may demolish or remove the improvements at Buyer's expense and Buyer will reimburse Sate for any and all expenses incurred for demolition, removal, and site clearance. Because of the necessity of having the real property of State cleared on or before the due date agreed upon in the contract, and for other good cause, time is specifically made of the essence of the contract.
- (7) The successful bidder may either remove the improvements himself or cause it to be done by others. While no State Contractor's License is required to purchase these improvements and to cause them to be removed by others, the person or company or successful bidder who performs the work of removing the building must be a licensed State contractor under Chapter 9, Division 3, of the Business and Professions Code, unless the total net remuneration received by the successful bidder, including cash and value of the removed improvements, is less than \$200.
- (8) The State of California makes no guarantee that any buildings sold will be movable or that permits will be granted to place them in any specific location. The purchaser of the building or buildings assumes all risk and responsibility in the wrecking and/or moving operations, including any loss by reason of vandalism after acceptance by State of the deposit as above provided.
- (9) Purchaser shall secure all necessary permits and certificates required in connection with the wrecking or removal of any building, and shall comply with all pertinent local ordinances.
- (10) The Sate reserves the right to reject any and all bids.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

NOTICE OF SALE - SEALED BID

RW 12-05 (REV 7/1998)

Lock Data on Form

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
(Address)**

PUBLIC AUCTION WILL BE HELD BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION,
for the sale of the following improvements:

Beginning at _____ M., _____, at the site and in order listed.
(time) (day and date)

(County, Rte., K.P./P.M., IDR#)

ADDRESS	TYPE OF IMPROVEMENT	REMOVAL DATE	MINIMUM BID	AMOUNT OF DEPOSIT
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NOTICE OF SALE - SEALED BID

RW 12-05 (REV 7/1998)

TERMS OF SALE

Prospective bidders will be furnished a written Bid Proposal at the site. All bids to be considered must be made upon said Bid Proposal and submitted in sealed envelopes (to be furnished) to State's representative at time of sale and prior to close of sale. Bidders or their duly authorized representatives are required to be personally present at the time of sale.

Immediately upon conclusion of sale, State's representative will open sealed bids and publicly announce highest amount bid.

Tie Bids: Bid forms will be numbered serially; in event of identical highest bids, the lowest numbered bid will be considered the successful bidder.

Deposit of *Cash, Cashier's Check or Certified Check*, for the amount of the deposit as shown on Sheet 1 of this notice will be required to be made at the time of the opening bids, the balance in *Cash, Cashier's Check or Certified Check*, being due within _____ () days, Saturdays, Sundays and holidays excluded.

The successful bidder will be required to pay retail sales tax on the improvements unless he holds a valid retailer's permit from the State Board of Equalization.

Successful bidder will be required to execute a contract with the Department of Transportation agreeing:

- (1)
 - A. To remove the improvements within the specified time.
 - B. Within ten (10) days after removal of improvements, remove all combustible materials and other rubbish including shrubbery and trees which have been cut or uprooted during moving, leaving only concrete foundations and concrete flatwork on the premises.
 - C. All mudsill bolts and reinforcing steel left protruding shall be bent over or sheared at all exposed surfaces.
 - D. In the event there are basements under any of buildings, upon completion of moving operations, Buyer shall construct a temporary safety barricade fence around the basements to the satisfaction of the Department of Transportation, and in all other respects Buyer shall leave the premises in a reasonably safe condition.
 - E. If any utility service lines to other buildings or improvements are disconnected, destroyed or otherwise impaired during removal of said improvements, Buyer, at his own cost and expense, shall provide such other buildings or improvements with adequate substitute utility service lines in lieu of those affected.
 - F. Buyer, at his own cost and expense, shall either cap or cause to be capped by others (as State may elect) any sewer serving the improvements. Such capping shall be done in a manner satisfactory to the State.
 - G. To open any cesspools and/or septic tanks, pump out and dispose of contents, break bottom and backfill, all in accordance with local ordinances or regulations. Cesspools and/or septic tanks shall be backfilled only after the State's Representative has inspected the open cesspools and/or septic tanks.
 - H. Should Buyer fail to comply with any of the provisions of A through G, inclusive, above, the State shall have the right to complete all operations therein described at Buyer's expense.
 - I. All underground tanks must be removed under permit from the local Fire Department.
 - J. If Buyer is an owner or purchaser of land immediately adjacent to the State right of way, improvements purchased must be set back from the said right of way line at least 15 meters.
- (2) Buyer shall only have the right to remove the improvements as specified and shall enjoy no other rights upon the premises.
- (3) To supply a satisfactory Faithful Performance Surety Bond in the Amount of \$ _____ on each item within 10 (ten) days from date of sale, Saturdays, Sundays, and holidays excluded. The necessary bond forms for execution by Bonding Company will be given to successful bidder by the Department of Transportation.

NOTICE OF SALE - SEALED BID

RW 12-05 (REV 7/1998)

- (4) If Buyer fails to deposit the money, pay the balance due, or furnish the Department with a Faithful Performance Surety Bond, the State shall have the right at its option, to terminate or cancel the contract. Upon the exercise of such right, all rights of Buyer in the subject property granted by the contract shall cease and all monies paid to State under the subject contract terms up to the time of the breach *shall be retained to offset actual damages sustained by State* as a direct and proximate result of said breach of contract. Upon cessation of Buyer's right, title, and interest in the subject property, title to such property shall revert to State and State may resell or dispose of such property as it sees fit without recourse by Buyer.
- (5) Buyer shall not remove any property until full payment is made, bond is furnished, and the necessary Bill of Sale is issued.
- (6) If Buyer defaults in the (a) payment of the balance due; (b) furnishing the required Faithful Performance Bond; (c) performance of any of the agreed-upon obligations stated in Paragraph (1) of these Terms of Sale; or (d) in the performance of any other agreed-upon obligation of the said Buyer pursuant to the subject contract, State may demolish or remove the improvements at Buyer's expense and Buyer will reimburse State for any and all expenses incurred for demolition, removal, and site clearance. Because of the necessity of having the real property of State cleared on or before the due date agreed upon in the contract, and for other good cause, time is specifically made of the essence of the contract.
- (7) The successful bidder may either remove the improvements himself or cause it to be done by others. While no State Contractor's License is required to purchase these improvements and to cause them to be removed by others, the person or company or successful bidder who performs the work of removing the building must be a licensed State contractor under Chapter 9, Division 3, of the Business and Professions Code, unless the total net remuneration received by the successful bidder, including cash and value of the removed improvements, is less than \$200.
- (8) The State of California makes no guarantee that any buildings sold will be movable or that permits will be granted to place them in any specific location. The purchaser of the building or buildings assumes all risk and responsibility in the wrecking and/or moving operations, including any loss by reason of vandalism after acceptance by State of the deposit as above provided.
- (9) Purchaser shall secure all necessary permits and certificates required in connection with the wrecking or removal of any building, and shall comply with all pertinent local ordinances.
- (10) The State reserves the right to reject any and all bids.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

NOTICE OF SALE - SEALED BID (ACCOMPANIED BY DEPOSIT)

RW 12-6 (REV. 7/1998)

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
(Address)**

Lock Data on Form

Sealed Bids will be received by the State of California, Department of Transportation, _____
_____, California, until _____ M. on _____
(address) (day and date)

_____ at which time they will be publicly opened and read for the purchase of property of
said
Department of Transportation located in _____, California.

(County, Rte., K.P./P.M., IDR #)

ADDRESS	TYPE OF IMPROVEMENT	REMOVAL DATE	MINIMUM BID	AMOUNT OF DEPOSIT
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TERMS OF SALE

All Bids shall be presented as aforesaid under sealed cover and should be plainly marked, "BID FOR STATE PROPERTY IN _____ TO BE OPENED AT _____ M., _____, 20____," and should be accompanied by *cash, cashier's check or certified check* made out to the order of the Department of Transportation in the amount of the required deposit, and no bid shall be considered unless such *cash, cashier's check or certified check* is enclosed therewith as a proposal of guarantee. Personal checks will not be accepted.

On or before _____, 20____, the successful bidder is hereby required to deposit with said Department of Transportation at the above address *cash, cashier's check or certified check* in the amount of the unpaid balance of the bid, together with _____ % sales tax unless exemption is claimed.

Successful bidder will be required to execute a contract with the Department of Transportation agreeing:

- (1)
 - A. To remove the improvements within the specified time.
 - B. Within ten (10) days after removal of improvements, remove all combustible materials and other rubbish including shrubbery and trees which have been cut or uprooted during moving, leaving only concrete foundations and concrete
 - C. flatwork on the premises.
 - D. All mudsill bolts and reinforcing steel left protruding shall be bent over or sheared at all exposed surfaces.
In the event there are basements under any of the buildings, upon completion of moving operations Buyer shall construct a temporary safety barricade fence around the basements to the satisfaction of the Department of Transportation, and in all
 - E. other respects Buyer shall leave the premises in a reasonably safe condition.
If any utility service lines to other buildings or improvements are disconnected, destroyed or otherwise impaired during removal of said improvements, Buyer, at his own cost and expense, shall provide such other buildings or improvements
 - F. with adequate substitute utility service lines in lieu of those affected.
Buyer, at his own cost and expense, shall either cap or cause to be capped by others (as State may elect) any sewer
 - G. serving the improvements. Such capping shall be done in a manner satisfactory to the State.
To open any cesspools and/or septic tanks, pump out and dispose of contents, break bottom and backfill, all in accordance with local ordinances or regulations. Cesspools and/or septic tanks shall be backfilled only after State's Representative has
 - H. inspected the open cesspools and/or septic tanks.
Should Buyer fail to comply with any of the provisions of A through G, inclusive, above, the State shall have the right to
 - I. complete all operations therein described at Buyer's expense.
 - J. All underground tanks must be removed under permit from the local Fire Department.
If Buyer is an owner or purchaser of land immediately adjacent to the State right of way, improvements purchased must be set back from the said right of way line at least 15 meters.

 - (2) Buyer shall only have the right to remove the improvements as specified and shall enjoy no other rights upon the premises.

 - (3) To supply a satisfactory Faithful Performance Surety Bond in the Amount of \$ _____ on each item within 10 (ten) days from date of sale, Saturdays, Sundays, and holidays excluded. The necessary bond forms for execution by Bonding Company will be given to successful bidder by the Department of Transportation.

 - (4) If Buyer fails to deposit the money, pay the balance due, or furnish the Department with a Faithful Performance Surety Bond, the State shall have the right at its option, to terminate or cancel the contract. Upon the exercise of such right, all rights of Buyer in the subject property granted by the contract shall cease and all monies paid to State under the subject contract terms up to the time of the breach *shall be retained to offset actual damages sustained by State* as a direct and proximate result of said breach of contract. Upon cessation of Buyer's right, title, and interest in the subject property, title to such property shall revert to State and State may resell or dispose of such property as it sees fit without recourse by Buyer.

 - (5) Buyer shall not remove any property until full payment is made, bond is furnished, and the necessary Bill of Sale is issued.
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- (6) If Buyer defaults in the (a) payment of the balance due; (b) furnishing the required Faithful Performance Bond; (c) performance of any of the agreed-upon obligations stated in Paragraph (1) of these Terms of Sale; or (d) in the performance of any other agreed-upon obligation of the said Buyer pursuant to the subject contract, State may demolish or remove the improvements at Buyer's expense and Buyer pursuant to the subject contract, State may demolish or remove the improvements at Buyer's expense and Buyer will reimburse State for any and all expenses incurred for demolition, removal, and site clearance. Because of the necessity of having the real property of State cleared on or before the due date agreed upon in the contract, and for other good cause, time is specifically made of the essence of the contract.
- (7) The successful bidder may either remove the improvements himself or cause it to be done by others. While no State Contractor's License is required to purchase these improvements and to cause them to be removed by others, the person or company or successful bidder who performs the work of removing the building must be a licensed State contractor under Chapter 9, Division 3, of the Business and Professions Code, unless the total net remuneration received by the successful bidder, including cash and value of the removed improvements, is less than \$200.
- (8) The State of California makes no guarantee that any buildings sold will be movable or that permits will be granted to place them in any specific location. The purchaser of the building or buildings assumes all risk and responsibility in the wrecking and/or moving operations, including any loss by reason of vandalism after acceptance by State of the deposit as above provided.
- (9) Purchaser shall secure all necessary permits and certificates required in connection with the wrecking or removal of any building, and shall comply with all pertinent local ordinances.
- (10) The State reserves the right to reject any and all bids.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**
