

ADVERTISEMENT FOR SALE AND REMOVAL

The University of Michigan is seeking proposals for the SALE AND REMOVAL of the House(s) located at 1009 Cornwell Place and/or 1011 Cornwell Place, Ann Arbor, Michigan. Purchaser shall move the House(s) from their present location to a Purchaser-provided site. Purchaser will have NO real estate interest in any University land.

Proposals must be submitted on the University's Form of Proposal and each proposal must include acknowledgement that the bidder has read and agrees to all terms in the Agreement for Purchase and Removal of House (House Removal Agreement.") The Agreement and Form of Proposal are available via web link <http://www.umaec.umich.edu/for-vendors/bids-proposals/> or will be furnished by Procurement Services upon request of prospective bidders.

Proposals must be clearly labeled; "Proposal for the purchase and removal of the house at 1009 Cornwell Place, Ann Arbor, MI" or "Proposal for the purchase and removal of the house at 1011 Cornwell Place, Ann Arbor, MI"

Proposals Due:

2:00 pm local time, February 16, 2023

The University of Michigan will receive proposals at the following e-mail address:

umaecbid@umich.edu

Tours will be conducted at the houses located at 1009 Cornwell Place and 1011 Cornwell Place, Ann Arbor MI on December 5, 2022 starting promptly at 2:00 pm at 1009 Cornwell Place with 1011 Cornwell Place immediately following.

Submit questions on the purchase or the removal of the houses to Procurement Services to both Lorri Doneth at ldoneth@umich.edu and Bill Erwin at wierwin@umich.edu .

The house must be removed from the site by purchaser between May 8, 2023 and August 15, 2023. If the house is not removed from the site by August 15, 2023, the University will have all remedies available to it under the Agreement for Purchase and Removal of House, including termination of the agreement.

The University of Michigan reserves the right to accept or reject any and all proposals and to negotiate any terms therein.

Prior to starting any work, the contractor responsible for the removal of any house must provide proof of insurance with limits acceptable to the University of Michigan as described in the Agreement for Purchase and Removal of House.

FORM OF PROPOSAL

OWNER: Regents of the University of Michigan
PROJECT: 1009 and 1011 Cornwell Place, Ann Arbor MI
Building No. 1080002 – Multiple Buildings
House Sale and Removal

U-M Project No. P00020136

Name of Bidder _____ Phone _____
Address _____ E-mail _____

To: The University of Michigan
Procurement Services – Facilities
Ann Arbor, Michigan 48109-1002
E-mail for bid submission: umaecbid@umich.edu

PROPOSAL

Purchaser will have NO real estate interest in any University land. Pursuant to and in compliance with your advertisement for sale and removal for 1009 Cornwell Place, Ann Arbor, MI and/or 1011 Cornwell Place, Ann Arbor MI, and House Removal Agreement Terms and Conditions dated November 14, 2022 relating to the above project, the Undersigned proposes to enter into an Agreement with the Owner for:

1009 Cornwell Place, Ann Arbor MI - House Sale and Removal

1011 Cornwell Place, Ann Arbor, MI - House Sale and Removal

(Circle the house(s) applicable to bid submission)

In accordance with said documents for the sum of _____
(\$ _____) as the Lump Sum Proposal.

Name of Contractor Relocating House _____ Phone _____
Contact Person _____ E-mail _____
Address _____

Proposed address for house relocation _____

Intended Reuse of House _____

Attach a detailed schedule for house removal.

PROPOSAL SIGNATURE

Date: _____ Signature: _____
Printed: _____

Witnessed in Presence of:
Date: _____ Signature: _____
Printed: _____

DRAFT AGREEMENT FOR PURCHASE AND REMOVAL OF HOUSE

This Agreement for Purchase and Removal of House (this “Agreement”) is entered into this _____ day of _____, 20____ (the “Effective Date”) by and between the REGENTS OF THE UNIVERSITY OF MICHIGAN (“University”), a Michigan constitutional corporation, having its principle office in Ann Arbor, Michigan and _____ (“Buyer”), whose address is _____ and who has been selected by the University as the successful bidder on the attached Proposal, which is incorporated into and made an enforceable part of this Agreement and _____ the contractor listed in Buyer’s bid (“Contractor”), whose address is _____. The University agrees to sell and Buyer agrees to buy and remove a house located at _____, Ann Arbor, Michigan (the “House”) pursuant to the terms and conditions of this Agreement.

Now therefore, for the valuable consideration recited below the parties agree as follows:

1. Sale Price; Deposit. The purchase price for the House shall be \$_____ (cash, certified funds or wire transfer) (the “Sale Price”). Buyer will pay the University upon execution of this Agreement fifty (50%) of the Sale Price as an earnest money deposit (the “Deposit”).
2. Default.
 - a. If Buyer or Contractor breaches any term or condition in this Agreement then University may terminate this Agreement by written notice to Buyer (provided that the indemnity in Section 22 will survive indefinitely) and retain the Deposit as liquidated damages. In such a circumstance, the University may sell the House to someone else, demolish the House or take any other action it chooses in its sole discretion.
 - b. If University defaults so that the sale and purchase contemplated under this Agreement is not consummated, then University shall return the Deposit to Buyer and neither party shall have any further obligation to the other under this Agreement.
3. Financing. On or before the Effective Date, Buyer shall provide to University evidence satisfactory to University that Buyer will have funds adequate to consummate the purchase and accomplish the removal of the House. Buyer’s failure to meet this contingency shall constitute a default pursuant to Section 2(a).
4. Title Transfer. The closing of the sale of the House shall take place no more than three (3) days before the date movement of the House is commencing, on a date and at a location mutually agreed upon by the parties (the “Title Transfer”). The Title Transfer shall be no later than August 12, 2023. At the Title Transfer, Seller shall transfer title to the House by a bill of sale for the House in substantially the form attached as Exhibit A and the parties will execute any other documents as appropriate for this transaction. Buyer shall tender to University the Purchase Price, less the Deposit. Possession of the House shall transfer at Title Transfer.
5. Movement of House. Buyer shall, after the closing but before August 15, 2023 (the “Removal Deadline”), move the House from its present location to a location selected by Buyer. Seller shall start the movement of the house within three (3) days of the Title Transfer. All the costs of moving and the risks of damage to the House therefrom shall be

Buyer's. Movement of the House shall be deemed to commence when the House is prepared for the move and shall not be completed until Buyer removes all loose debris from the present location of the House. If Buyer fails to complete the movement of the House by the Removal Deadline, Seller may pursue such legal and equitable remedies against Buyer that it may have, including specific performance and those remedies under Section 2, above.

6. Removal Plan. No less than 21 days before commencing the movement of the House, Buyer and Contractor will provide a removal plan and construction safety plan for the removal of house to the University for review and comment by the University.
7. Contractor Qualifications. Buyer will hire the Contractor to remove the House, who Buyer represents is experienced and qualified in moving houses.
8. Buyer and Contractor Compliance. All requirements imposed upon Buyer in this Agreement for the actual removal of the House apply to Buyer's Contractor.
9. Restoration. Buyer and Contractor will not damage or destroy any University property or other property in removing the House and will repair such damage or reimburse University for such damage. Buyer and Contractor will leave the University's real property in good condition after removal of the House.
10. University Obligations – Utilities and Personal Property Removal. Prior to Title Transfer, the University will ensure that all utilities have been disconnected at the exterior of the House. It is the Buyer and Contractor's responsibility to disconnect any wiring or plumbing within the House to isolate the House from the basement/foundation (which will remain in place) and to work in consultation with the applicable utility providers to coordinate other logistical issues related to the removal of the House including, how to handle any power lines that are in the way of moving the House. The University will also remove its personal property in the House, if any.
11. Legal Compliance. Buyer and Contractor will comply with all applicable laws, regulations and ordinances in moving the House and will timely obtain any requisite permits, licenses or other approvals required by any governmental entity, including the City of Ann Arbor.
12. Supervision. Buyer and Contractor shall be responsible for the supervision of the activities of all of Buyer's and Contractor's agents, employees, contractors, subcontractors, licensees and invitees in connection with the removal of the House, and Buyer and Contractor shall take all precautions, including but not limited to the policing of the area, the posting of signs and the placing of fencing and barricades as are necessary in the interest of public safety and for the safety of any persons working on or traveling upon or in any way using the University's land on which the House is located or land adjacent thereto.
13. Coordination with City of Ann Arbor. Buyer and Contractor will work in consultation with the City of Ann Arbor to coordinate the timing of the removal of the House and other logistical issues, including traffic control, associated with the move.
14. DISCLAIMER OF WARRANTIES. Buyer agrees that (i) at Title Transfer Purchaser will have fully examined and investigated to its full satisfaction the physical nature and condition of the House and all other matters pertaining to the Property, including, without

limitation, the environmental condition of the House, (ii) Purchaser will acquire the House in an “AS IS” “WITH ALL FAULTS” condition, (iii) other than under Section 10, University will not be responsible for making (or contributing in any way to the cost of making) any changes or improvements to the House, including any repairs due to changes in the condition of the House from the Effective Date to the date of Title Transfer, and (iv) Purchaser has not relied upon any statement, promise, representation, or warranty that is not expressly set forth in this Agreement which has been made or given directly or indirectly, orally, or in writing, by University or any person or entity acting on behalf of University or whose acts or statements are attributable to or binding upon University. UNIVERSITY MAKES NO WARRANTY OR REPRESENTATION AS TO MARKETABILITY, FITNESS FOR ANY USE, HABITABILITY OR OF ANY OTHER NATURE WHATSOEVER WITH RESPECT TO THE HOUSE.

15. Disclosures. Given its age, the House is likely to contain lead based paint, asbestos and/or other materials that may be hazardous and/or regulated. Buyer accepts the House in such condition and assumes any and all responsibility and liability associated with the presence of such materials in the House, if any. University may, at its option, remove any containers of potentially hazardous materials (paint, oil, cleaners, etc.) that it may locate in the House, prior to releasing the House to the Buyer.
16. Buyer Inspection. Buyer has toured the House prior to execution of this Agreement and is aware of its condition and the logistics of moving the House from its present location.
17. No Real Estate Interest in University Land. The execution of this Agreement and the University’s sale of the House to Buyer gives the Buyer NO interest in the real property upon which the House is located, such real estate being solely owned and controlled by the University.
18. Subcontractors. Buyer and Contractor will make their employees and any subcontractors involved in the removal of the House aware of the conditions of this Agreement.
19. Health and Safety. Buyer and Contractor, and not the University, are solely responsible for the health and safety of those involved in removing the House.
20. Liability for Contractor Actions. Buyer is liable to the University for the acts, errors or omissions of Buyer’s Contractor.
21. Indemnification. Buyer is fully responsible for any claims, damages and liabilities caused by moving the House. Buyer and Contractor will indemnify and hold the University harmless (including its Regents, officers, employees, students and agents) from and against any all claims, losses, damages, liabilities, or costs of any nature, including reasonable attorney’s fees and defense costs, that arise from Buyer’s ownership or moving of the House. The indemnity from Buyer to the University includes the acts, errors or omissions of Buyer and its Contractor. The requirements in this paragraph survive indefinitely, regardless of whether the Agreement is terminated before the House is moved.

23. Insurance. Within seven (7) days of execution of this Agreement, Buyer will provide the University with evidence satisfactory to the University that potential liability associated with moving the House is insured with coverage limits of not less than one million dollars (\$1,000,000.00) and that adequate workers compensation insurance is in place.
24. Assignment. Buyer may not assign or transfer this Agreement.
25. Removal of Entire House. By executing this Agreement, Buyer agrees to move the House in its entirety and not just parts of the House, the latter being a breach of this Agreement.
26. Casualty. If subsequent to the Effective Date and prior to the Title Transfer the House is substantially damaged or destroyed, other than by the acts of Buyer, Seller shall give Buyer written notice of such damage. Within fifteen (15) days following receipt of such notice, Buyer may elect to terminate this Agreement by giving written notice to Seller on or before the expiration of such fifteen (15) day period, the Seller shall return the Deposit to Buyer, and, except as otherwise provided in this Agreement, the parties shall have no further liability or obligation under this Agreement. The date of Title Transfer shall be extended if necessary to grant Buyer the aforesaid fifteen (15) day period. Otherwise the Agreement shall remain in full force and effect and if any damage is not material or if Buyer does not elect to terminate this Agreement as above, then the Title Transfer shall occur as scheduled.
27. Risk of Loss. Risk of loss or damage to the House is Buyer's from and after the date of Title Transfer.
28. Time is of the Essence. Time is of the essence in this Agreement.
29. Entire Agreement. This Agreement contains all of the representations and statements by each party to the other and expresses the entire understanding between the parties with respect to the transactions contemplated by this Agreement.

The undersigned fully agree to all of the terms and conditions above.

REGENTS OF THE UNIVERSITY
OF MICHIGAN,
a constitutional corporation.

Buyer

By: _____
Its: _____

Contractor:

By: _____
Its: _____

EXHIBIT A

DRAFT BILL OF SALE

THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a Michigan constitutional corporation whose address is 326 E. Hoover Street, Ann Arbor, MI 48109-1002 (the "University"), for the sum of \$ _____ (\$ _____) and other good and valuable consideration, receipt of which is acknowledged, does hereby sell, transfer and set over to _____ of _____, Michigan ("Buyer") the following described personal property, to wit:

One House previously located at _____
and moved by Buyer to _____ on
_____, _____.

The University hereby represents and warrants to Buyer that the University is the owner of said personal property, that the University will defend Buyer's title against the lawful claims and demands of all persons, and that said property is free and clear of all security interests, liens and encumbrances.

This sale is made AS IS with all faults. UNIVERSITY MAKES NO WARRANTY (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO SAID PROPERTY.

In witness whereof, the University has executed this Bill of Sale by its duly authorized agent this _____ day of _____, _____.

NAME AND TITLE