

**SECTION 9.99
DISPOSAL OF BUILDINGS**

9.99.01--Description: Under this item, the Contractor shall, if ordered by the Engineer, dispose of any or all buildings within the right of way or slope limits, or both, as shown on the plans and on the supplemental sheet entitled "Disposal of Buildings," which is made a part of the proposal. Upon written order of the Engineer to dispose of any building, said building shall become the property of the Contractor; and he shall, at his option, demolish, remove or otherwise dispose of said building. Upon receipt of said notice, the Contractor shall accept title and ownership of such buildings as listed thereon, also all risk of loss and any and all liability in connection therewith, and shall not rent or otherwise use them without written permission of the Engineer.

The Commissioner reserves the right to delete from the contract the removal of any of the buildings listed in the contract documents.

The Contractor's attention is called to the fact that buildings shown on the plans within the construction limits, and not included under this item, have been or will be removed by others at or about the time of beginning of construction work.

The State does not engage to protect any buildings against damage, in any form including loss of fixtures or equipment, or vandalism in the period between the bidder's inspection of such building and the time such building is formally released to him as described herein. The Contractor shall take this into account in placing his bid.

9.99.03--Construction Methods : The Contractor shall dispose of the buildings and, unless otherwise ordered by the Engineer, remove from the site all material resulting therefrom. He shall remove the structure to the top of the foundation elevation and shall break up any paved floors.

Upon receipt of the aforementioned written notice or notices, he shall as part of this item indemnify and save the State harmless for damages which might occur before, during or after the removal of the buildings and shall provide such shoring, bracing, barricades, fencing and other devices as may be necessary to protect adjacent properties and the public.

The Contractor shall arrange for the discontinuance or removal or both of all utility services at his own expense, unless otherwise provided.

Should the Contractor intend to move a building or have it moved, he shall advise the Engineer in writing at least ten days in advance of the move of his proposed method of operation and proposed location of the building.

Should the Contractor's progress be delayed for any reason, due to his decision to relocate or otherwise dispose of any structures, no claims for additional compensation or adjustment of time will be allowed by the Commissioner.

9.99.04--Method of Measurement: The Contractor shall submit a lump sum bid price for the disposal of all buildings on the project as shown on the supplemental sheet entitled "Item 999001A--Disposal of Buildings," attached to the proposal and in accordance with the instructions shown on the sheet "Bidding Procedure" included with the Proposal. This lump sum shall be the total of the amounts shown by the Contractor on the above-mentioned list for each individual unit. This lump sum total shall be the difference between the "Plus (+)" and "Minus (-)" columns shown on the Supplemental Sheet entitled "Item #999001A--Disposal of Buildings." Should any unit so listed to be disposed of be deleted for any reason, the lump sum bid will be adjusted by the amount bid for the unit as shown on the supplemental sheet attached to the proposal.

9.99.05--Basis of Payment: This work will be paid for by the State or paid for by the Contractor at the contract lump sum for the "Disposal of Buildings" as adjusted in accordance with the provisions of the above paragraph, which price shall include all materials, equipment, tools, labor and work incidental thereto.

Pay Item	Pay Unit
Disposal of Buildings	L.S.