

CITY OF BERKELEY, MISSOURI

**REQUEST FOR PROPOSALS (RFP)
FOR SALE OF REAL ESTATE**

**Parcel is at the end of Stansbury and contiguous with
4451 Brown Road, Berkeley, Missouri 63134**



RFP NO. 908

Opening Date: October 8, 2020

10:00am

In light of the current public health crisis and the Federal, State, and County Emergency Declarations, and in accordance with the provision of Sec. 610.020, RSMo., the City recognizes that it would be dangerous and impractical, if not impossible, for opening to be physically accessible to the public. The City also recognizes the need for the public's business to be attended to in order to protect the public health, safety, and welfare. In order to balance both the need for continuity of government and protection of the health and safety of our residents, business persons, and employees, this meeting of the City of Berkeley will not be open for public attendance in person; bidders will be notified via email and/or phone.

CITY OF BERKELEY, MISSOURI

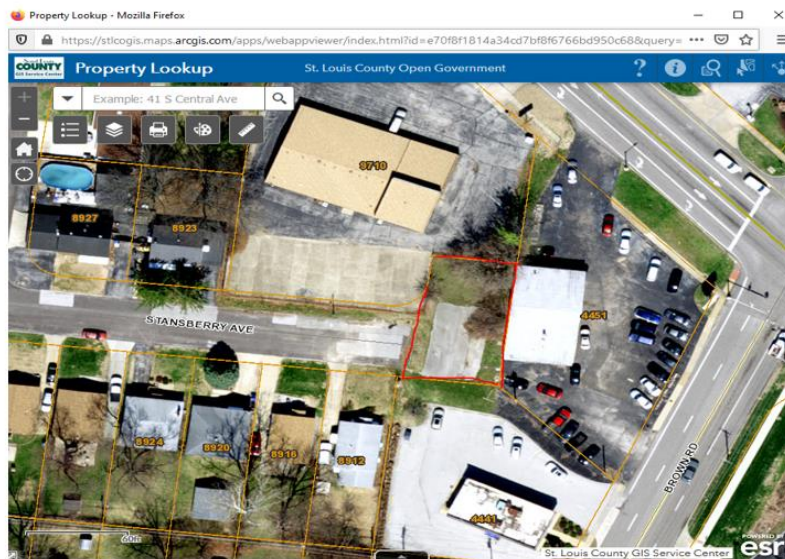
**REQUEST FOR PROPOSALS
(RFP) FOR SALE OF REAL
ESTATE**

The City of Berkeley (the “City”) hereby requests proposals for the sale and redevelopment of real estate currently owned by the City of Berkeley located at the end of Stansbury and contiguous with 4451 Brown Road, Berkeley, Missouri 63134 (the “Property”).

I. Property Details.

The Property is less than .025 (89’ x 56’) 4,984 sq. ft. consists of concrete slab and grassy areas, which is currently vacant and is zoned M-1. (See City of Berkeley Zoning Ordinance for M-1 zoning permitted uses.) Surrounding property uses include a pre-owned car lot, future medical marijuana retail store, shopping center and a dentist office.

**Stub Street – End of Stansberry Avenue
Berkeley MO 63134**



The Property is located less than one block away from Natural Bridge, which is a major thoroughfare in the western section of Berkeley.

Legal Description:

None on file

Parcel Identification Number: *None of file*

All information provided by the City should be independently verified by the bidder.

II. Terms and Conditions of Sale.

The sale of the Property will be subject to, but not limited to, the following conditions:

(1) **Minimum Bid.** The City reserves the right to reject any proposal to purchase the Property for an amount of less than \$5,000.00, without further notice to the bidder.

(2) **Fees and Costs.** Owner shall pay fees and redevelopment costs as follows:

- a. \$350.00 application fee for zoning change
- b. Owner shall obtain subdivision Plat to be filed with the City no later than December 31, 2020
- c. Owner shall apply with all zoning regulations
- d. Owner shall enhance the space to meet requirements of MSD storm water management
- e. Owner shall install a fence around new parking lot as not to impact the homes on Stansberry.
- f. Owner shall install concrete bollards on Stansberry to protect the fence from vehicular damage
- g. Costs of recording the Deed(s)
- h. Buyer's reasonable attorney's fees
- i. Escrow and closing fees, if any.

(3) **Opportunity for Inspection.** The City will allow the selected bidder a period of sixty (60) days, following the date that the bidder is selected by City staff, to enter the Property at the bidder's own risk for the purposes of surveying, testing, inspecting, or investigating the Property to determine if the Property is suitable for the bidder's purposes; provided, however, that the bidder shall keep the Property free and clear of any liens arising from or relating to any such activities. The bidder will be required to indemnify and hold the City free and harmless from and against any losses, damages, claims, suits or expenses resulting from any such activities and the bidder shall have any and all members of its due diligence team entering upon the Property to sign releases of liability for the City, its employees and its elected and appointed officials (collectively, the "Released Parties") prior to entering the Property.

(2) **Assumption of Responsibility for Inspection.** The bidder will be responsible for approving all inspections, investigations, tests, surveys and other due diligence deemed necessary by the bidder in connection with the acquisition of the Property, and the City shall assume no responsibility to the bidder for the scope and approval of any such due diligence.

(3) **No Representations or Warranties from the City.** The bidder must enter into an agreement with the intention of relying upon its own investigation and review of the physical, environmental, economic use, compliance, and legal conditions of the Property and the bidder must acknowledge that it is not now relying, and will not later rely, upon any representations and warranties made by the City or anyone acting or claiming to act, by, through, under or on the City's behalf concerning the Property. The bidder will review, prior to entering into an agreement with the City, all items which in the bidder's sole judgment affect or influence the bidder's acquisition and use of the Property. Accordingly, the City will only

agree to sell the Property on an “**AS IS, WHERE IS, WITH ALL FAULTS**” basis, and the City will make no representations or warranties of any kind whatsoever, either express or implied, in connection with any matters with respect to the Property. The bidder must be willing to accept the title to the Property on an “**AS IS**” and “**WHERE IS**” basis, with all faults and subject to any and all latent and patent defects, and, except as expressly set forth herein, without any representation or warranty, all of which the City hereby disclaims. No warranty or representation will be made by the City as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) the operation of, or the income to be derived from, the Property, (g) the feasibility or advisability of the bidder’s proposed redevelopment of the Property, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment, or (m) any other matter with respect to the Property except as expressly set forth herein. In particular, by way of example but not of limitation, the City will make no representations or warranties with respect to: the suitability of the Property for any and all development activities and uses which the bidder may conduct thereon; the use or condition of the Property, including, without limitation, the condition of the soils or groundwater of the Property and the presence or absence of asbestos, lead-based paint, toxic materials or hazardous substances in, on or under the Property; compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to zoning, subdivision, planning, building, fire safety, health or environmental matters; compliance with covenants, conditions and restrictions, including deed restrictions; and compliance with other local, municipal, regional, state or federal requirements or other statutes, laws, codes, ordinances, regulations or requirements.

(4) Release of the City from Liability for Property Condition. The bidder, for itself and its agents, employees, affiliates, successors and assigns, must agree to release and forever discharge the Released Parties from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of the execution of an agreement, which the bidder has or may have in the future, arising out of the physical or environmental condition of the Property, including, without limitation, claims in tort or contract and claims for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or to the extent allowable under any similar federal, state or local statute, rule or regulation now or hereafter in effect. The foregoing release will be set forth in the deed from the City.

The City reserves the right to impose other conditions to the sale of the Property.

III. Proposal Requirements.

Proposals should include the following items:

1. Proposed purchase price;
2. A description of the proposed use/reuse of the Property;
3. Redevelopment budget;
4. Company Information form

IV. Submission.

All bidders are encouraged to visit the Property prior to submitting a proposal. In addition, all

information provided by the City is deemed reliable but is not guaranteed and should be verified by the bidder before a proposal is submitted.

All proposals will be reviewed by City staff so that a recommendation may be made to the Mayor for consideration by the City Council. All information submitted may be used in the evaluation of a proposal.

Four copies of each proposal should be submitted to the City Clerk no later than **10:00 a.m. on Thursday, October 8, 2020**, and should be addressed as follows:

Deanna Jones
City of Berkeley
8425 Airport Road
Berkeley MO 6134

RE: Response to RFP NO. 908 for land sale, Berkeley, Missouri, 63134

The City reserves the right: (1) to cancel this RFP at any time for any reason; (2) to accept or reject any and all proposals and (3) to request additional information prior to or upon the final selection of a purchaser/developer (4) select any bidder the city deemed necessary for redevelopment.

In its selection of a proposal, the City reserves the right to negotiate with any or all bidders including without limitation by negotiating all or portions of different proposals or by requesting additional offers from any or all bidders, and to waive requirements of the RFP if it is in the best interest of the City to do so.

The final proposed agreement will be subject to approval by the Council of the City of Berkeley.

COMPANY INFORMATION FORM

Please print legibly, except where signature is required.

Date: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Cell Phone: _____

E-mail Address: _____

Website: _____

Authorized Officer: _____

Signature: _____

Title: _____

PURCHASE PRICE FORM

Date: _____

To: City of Berkeley Missouri
Deanna Jones, City Clerk
8425 Airport Rd
Berkeley, Missouri 63134

To Whom It May Concern:

1. The undersigned, having familiarized (himself) (themselves) (itself) with the existing conditions of the project affecting the cost of work, and with the specifications, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to perform the work associated with the installation of irrigation/sprinkler systems in various locations, including site restoration in connection with the work within the City of Berkeley.
2. In submitting this bid, the bidder understands that the right is reserved by the City to reject any and all bids. Basis of award will be the total base bid of the lowest qualified bidder. If written notice of acceptance of this bid is mailed or delivered to the undersigned within ninety (90) days after the opening thereof, or any time thereafter before the bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature.
3. The bidder is prepared to submit a financial statement for improvements.
4. **PURCHASE PRICE:** \$ _____

A description of the proposed use/reuse of the Property _____

Budget Form
