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REQUEST FOR PROPOSALS

**FACILITY RELOCATION AND DEVELOPMENT SERVICES
RFP 6-150205LK
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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified individuals and organizations (**Offeror**) to furnish the Facility Relocation and Land Development Services in accordance with the terms and meeting the requirements and conditions hereof (the Services) to the Missouri Highways and Transportation Commission (**MHTC**). One original and five (5) copies of each proposal must be mailed in a sealed envelope to Ms. Leann Kottwitz, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri 65109. Proposals must be returned to the offices of General Services Procurement no later than 2:00 p.m., February 5, 2015. MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

- (1) The Offeror shall provide a proposal to MHTC as outlined in Section 5, Proposal Submission Information and Attachment A, Proposal Form in accordance with the terms of this RFP.

- (2) The Offeror agrees to provide the products/services in accordance with all accepted terms and conditions of this RFP and resulting agreement.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

(Date)

SUMMARY OF PROPOSAL

1. Base Proposal: To locate and improve a site per the attached plans and specifications so as to relocate the MoDOT facility currently located at 615 Viola Avenue, Eureka, MO, 63025.
2. Location: It is preferred that this facility be located along I-44 between S. Fox Creek Road and Lewis Road. MoDOT prefers the location to be within 2 miles of I-44.
3. Acreage Preferred (minimum): 10 useable (Lot to have no more than a 2 % grade)
Usable Acreage: Area to be used for operational purposes, serves a function. Examples of useable areas: Areas for buildings, parking, storage, detention ponds, retainage basins, etc. Detention ponds and/or retainage basins are not to occupy more than 5% of the total useable acres. Examples of non-useable areas: berms, ditches, screening or buffer areas, steep embankments, etc.
4. Utilities: Public utilities preferred – All utility connections to all buildings and improvements that require utilities at the new facility are to be provided in proposal.
5. Proposal Opening Date: February 5, 2015.
6. Proposal Surety Amount: \$70,000 See Section (4) Item B-12 for details of the Proposal Surety
7. Performance Surety Amount: 100% of the construction cost (site work and improvements). Refer to Section 4, Item B-12.
8. Improvements: Refer to Plans and Specifications. The attached construction documents detail the **preferred** design and desired improvements; however proposals may include the use of existing buildings that have been modified to include all of the features, components and functionality of the preferred design and desired improvements. If a proposal includes the use of an existing building, it shall be the proposer's responsibility to ensure the buildings meet all applicable codes, ordinance and regulations and that modifications of said building shall be designed and sealed by architectural/ engineering professionals registered in the state of Missouri.
9. Access: Should be able to access a state highway route within 1 mile and unimpeded by railroad crossings. Access road and driveway shall be paved. (Access and access road to have no more than a 4 % grade) Turning lanes for maintenance equipment should be provided at the main entrance to the facility, subject to a traffic impact study.
10. Zoning: Prefer commercial/industrial zoning for the site as well as adjacent properties.

**SECTION (1):
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified individuals and organizations to provide Facility Relocation and Development services to MHTC and the Missouri Department of Transportation (**MoDOT**).
- (B) **Background:** MHTC owns and operates a Highway Operations Facility on property located within the corporate limits of the City of Eureka, Missouri containing approximately 5.189 acres, known as the MoDOT site. The MHTC site is depicted and described on Attachment C attached to and incorporated by reference in this RFP. MHTC wishes to have a new Operations Facility constructed on new MHTC approved site at the Offerors Cost in exchange for MHTC's transfer of the MHTC Site.
- (C) **Environmental:** MoDOT completed a visual and desktop environmental screening and no known environmental problems were found to prevent the sale of this site.
- (D) **Fiscal Year:** The fiscal year runs from July 1-June 30.

**SECTION (2):
SCOPE OF WORK**

- (A) **Services:** The Offeror shall provide the services in accordance with the following:

FACILITY RELOCATION AND DEVELOPMENT SERVICES. Offeror shall provide or cause to be provided at Offerors sole cost and expense all necessary general contracting, subcontracting and construction administration services (and if and to the extent required professional architectural or engineering design services) and shall construct on a "turnkey" basis for MoDOT's use[in accordance with the plans and specifications described in Attachments D-K, attached to and incorporated by reference in this RFP (the Plans and Specifications)] a new Operations Facility to be designated by MoDOT as the Replacement Site. [It shall be further subject to requirements of Chapter 290 of the Revised Statutes of Missouri, as amended regarding payment of prevailing wages, if and as applicable for St. Louis County in Annual Wage Order 21, Incremental Increase #6(Attachment E), and the requirements of Chapter 107 of the Revised Statutes of Missouri, as amended, if and as applicable, regarding the provision of a Payment and Performance Bond.]

- (B) **Specific Requirements:** The Offeror will provide to the General Services Procurement Office one (1) original and five (5) copies of a program proposal which will include the following: Complete Facility Relocation and Development Services offered.

- (C) **Administration of Program:** The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

**SECTION (3):
AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's General Services Director is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (F) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the General Services Facilities Management Unit. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the General Services Facilities Management Unit throughout the effective period of the Agreement. We recommend that the successful Offeror have MoDOT review submittals as they come in to avoid any issues at the end of construction. We also intend to have a MoDOT representative inspecting the project as it progresses.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Subcontracting:**
1. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract

or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

2. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.

(F) Components of Agreement: The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

(G) Amendments: Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

(H) MBE/WBE Participation Encouraged:

1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

(I) Nondiscrimination: The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(J) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the MHTC has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the MHTC reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(K) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the MHTC may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(L) **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the

affidavit referenced herein is provided within this document, attached as Attachment D.

- (M) **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Attachment E.
- (N) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (O) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (P) **Cancellation:** MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (Q) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (R) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (S) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.

- (T) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (U) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (V) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
 2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- (W) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.
- (X) **Insurance:**
- (1) Prior to contract signing, the Offeror may be asked about its ability to provide certificates of insurance which meet, or approach, the following coverages:
 - a. General Liability Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

b. Automobile Liability

Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;

c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

(Y) Personal Protective Equipment Requirements: All contractor and subcontractor employees utilized in the performance of work resulting from this request must adhere to OSHA standards and at a minimum shall utilize appropriate head; eye and foot protection in the performance of work on MHTC owned property.

(Z) Environmental Compliance:

- 1) Attention of the Offeror is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- 2) The Offeror shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.
- 3) The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2011**, and any revisions thereto, unless modified by these specifications.

(AA) Title Insurance: The successful Offeror shall provide to the Commission, at Offerors sole expense, an owner's policy of title insurance that ensure the Commission's title to the replacement property, free of liens and encumbrances, in an amount no less than the value of the completed replacement site. The Commission will not provide title insurance for the Commission property at the Commission's expense.

(AB) Environmental Inspection: The successful Offeror shall provide to the Commission, at the Offerors sole expense, a Phase I Environmental assessment for the replacement property. If the Commission deems additional studies are required, the Commission may require a Phase II Environmental assessment at the Offerors sole expense. Environmental Inspection must be completed prior to construction.

**SECTION (4):
SPECIFICATIONS**

(A) SPECIFICATIONS FOR BUILDING AND SITE:

A-1. BUILDING SITE

A-1.1 The premises must not be located in an area designated as hazardous waste, landfill or designated wetland area and must be served by the Department of Natural Resources approved city utilities. The premises or access road to premises shall not be located in an area designated as a 100-year flood plain.

A-1.2 All proposals will be evaluated on the preferred acreage specified in Summary of Proposal (Acreage Required) at the proposed price.

A-1.3 The proposed site(s), including access to site must accommodate large equipment including tandem dump trucks and tractor-trailers.

A-1.4 The proposed site(s) shall not have noise or light restrictions, due to 24/7 operations.

A-1.5 Site Plan: Upon award of contract, the successful Offeror will submit a site plan suitable to MHTC with grading, building locations, utilities and improvements including but not limited to site lighting and fencing. MoDOT must approve the site plan.

A-2. CODES, STANDARDS AND GENERAL REQUIREMENTS

A-2.1 The Replacement site shall conform to all laws, codes, regulations, ordinances and requirements in effect at the time of construction. In the event of a conflict the most stringent shall apply.

A-2.2 The Replacement Site must meet all building codes according to the latest published edition of the International Building Codes, except for the metal building(s) which shall be built in accordance to MBMA 2012.

A-2.3 The Offeror shall be responsible for providing or securing all certificates, permits, construction, supervision, labor, materials, tools and construction equipment necessary for all execution and completion of the Replacement Site in compliance with the specifications, Proposal Forms and Prevailing Wages.

A-2.4 The Offeror must supply survey, plat map or aerial photo of the proposed site and include any maps from planning and zoning that will indicate current/future plans and zoning in the area of the proposed site.

A-2.5 Site Utilities: Design and distribution of all utilities is the responsibility of the Offeror. Site utilities include but are not limited to: gas, electric, water, sewer, telephone and telecommunication lines.

A-3. **SITE SELECTION**

A-3.1 Offerors should make every effort to locate a suitable site prior to their proposal submittal. However, at the time of the proposal evaluation the Offeror must have identified a suitable site and, if requested, provide to the evaluation committee written documentation of an option to purchase or ownership of said property. Failure to provide this documentation is grounds for the rejection of the Offeror's proposal and forfeiture of proposal surety.

A-3.2 The successful Offeror has 30 days from the date of the Notice of Award to provide to MHTC documentation, including title insurance demonstrating Offeror's ownership of the selected site, if requested. Failure to provide this documentation is grounds for withdrawing the award and forfeiture of proposal surety. If at a future date it is determined that the selected site will not be able to be used, MHTC, at its option, will work with the successful Offeror to locate a new site. If a suitable site cannot be located, MHTC will withdraw the award. Withdrawal of the award will result in the forfeiture of the proposal surety.

A-4. **MHTC/MoDOT RIGHTS/RESPONSIBILITIES**

A-4.1 MoDOT is the exclusive representative of the MHTC in all real estate transactions except as otherwise noted by statute or Code of State Regulations. No individual, organization or group, other than MHTC, shall interpret, define or explain any part of these specifications or obligate MHTC in real estate leasing transactions in any form; verbal, written or otherwise. Any questions regarding the proposal process, specifications, or authority must be directed to the individual identified on the cover page of this document.

A-4.2 MHTC reserves the right to reject any and all proposals and waive all variances and informalities in proposals. MHTC will award the contract to the best Offeror, in writing only.

A-4.3 If no responsive or acceptable proposals are received, MHTC may, at its sole option, initiate a new proposal process or enter into negotiations with selected individual(s) to provide the replacement site.

A-4.4 Any signage displayed on the replacement site during construction or renovation that refers to the State of Missouri /MHTC or any of its agencies or offices must have prior written approval of MHTC.

A-4.5 MHTC will award the contract to the Offeror offering the "best" proposal. Unless noted, all stipulations set forth in the RFP represent minimum acceptable standards. When

assessing "best," additional consideration may be given to proposals offering features, equipment, services and auxiliary fiscal benefits that exceed minimum acceptable levels.

A-5. **CONSTRUCTION DOCUMENTS** – Attached and provided by MoDOT for the preferred design and desired improvements. Construction documents signed and sealed by engineer/architect for all improvements shall be provided by the Offeror.

A-6 **EXCHANGE OF TITLE**

A-6.1 Upon final inspection and approval of the replacement site the deeds will be recorded and released to each party.

A-6.2 Fee simple title for the replacement site will be conveyed by the Offeror to the MHTC by General Warranty Deed.

A-6.3 Possession of MHTC property will be dependent on the time of year the replacement site is ready to occupy. For example: In the event of snow fight operations, flexibility in possession will be necessary and dependent on weather conditions at the time.

A-6.4 The fixed structures that stay with the MHTC owned property are outlined in Attachment N.

A-6.5 MHTC will convey the MHTC Property by quitclaim deed; a copy of the anticipated quitclaim deed for the MHTC Property, including restrictions, is attached hereto as Exhibit P and incorporated herein by reference. The quitclaim deed will be executed by the Commission in accordance with its execution of documents policies.

(B) FACILITY SPECIFICATIONS AND DEFINITIONS

The terms and parties designated in the Specifications and Proposal Forms shall be defined as follows:

B-1. **Offeror/Principal:** The individual, firm or group of firms who submit a proposal to the MHTC as described in the Request for Proposal (RFP) and attachments.

B-2. **Missouri Highways and Transportation Commission (MHTC)/Missouri Department of Transportation (MoDOT):** MoDOT, shall serve as the Commission's exclusive representative in all real estate transactions except as otherwise noted by statute or Code of State Regulations. No individual, organization or agency other than MoDOT has authority to obligate the Commission in any form, verbal, written or otherwise. Any questions regarding the proposal process, specifications, or authority must be directed to the representative identified on the cover page of the RFP.

B-3. **Must/Will/Required:** Mandatory provisions; failure to comply will result in rejection of the proposal. Proposals that do not or cannot comply with these provisions will be judged non-responsive and eliminated from consideration.

B-4. **Should/May:** A strong expectation that the specified provision will be performed without a mandatory obligation to provide the requirement. If compliance is not possible or desirable, the Offeror must specify that item as a "variance" in the proper place on the Proposal Form and explain fully in attached material. Generic variances to the specification (i.e. all shoulds are variance, etc.) may result in the proposal being declared non-responsive. Consideration will be given to granting the variance in some situations. Acceptance of any variance is at the discretion of the MHTC.

B-5. **Variance:** A stipulated non-mandatory provision of these Specifications to which the Offeror requests an exclusion or exemption. The MHTC reserves the sole authority to determine whether a requested variance is acceptable. If the "Variance Requested" box on the Proposal Form is not checked and the requested variances specified on an attachment, the variance will not be accepted and the Offeror will be obligated to meet all provisions of these Specifications. A variance will not be granted for provisions designated as mandatory (see B-3 above).

B-6. **Replacement Site:** All land, buildings and equipment included as a part of the property.

B-7. **Architect/Engineer:** The Architect or Engineer retained and furnished by the Offeror. The Architect or Engineer must be registered with the State of Missouri and shall furnish all necessary architectural and engineering services as required to construct or renovate the project.

B-8. **Accessible/Accessibility:** A condition in which all features and facilities of the replacement site (land, buildings and equipment) are usable by a state employee or client, including those individuals with disabilities. The specifications set forth by the Americans with Disabilities Act Accessibility Guidelines will be used.

B-9. **ADAAG:** The Americans with Disabilities Act Accessibility Guidelines.

B-10. **RFP/Specifications/Proposal Package:** Any and all material contained within and/or attached to this document.

B-11. **Bid/Proposal:** The Proposal Form and any attachments submitted by the Offeror to MHTC.

B-12. **Proposal/Bid Guaranty/Contract Bond**

- a. Each proposal shall be accompanied by a Proposal Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue –

Credit State Road Fund for an amount equal to \$70,000. This is to act as a guarantee that the Offeror, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the construction cost.

- b. If a PROPOSAL BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful Offeror(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Proposal Bonds will not be returned except on specific request of the bidder.

B-13. Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): St. Louis. The Annual Wage Order #21 Incremental Increase #2 is Attachment E
- b. The Contractor shall submit notarized weekly payroll affidavit documentation. The successful vendor must provide a lien waiver from all material suppliers.

B-14. **Notice of Award:** Written notification issued by MHTC notifying Offeror that the MHTC will enter into a contractual arrangement upon compliance with the terms and conditions of the RFP.

B-15. **Notice to Proceed:** Upon review and approval of architectural/engineering plans, a written notification issued by MHTC notifying successful Offeror of approval to proceed with renovation/construction in accordance with the RFP and approved drawings.

B-16. **Certificate of Conditional Acceptance:** Written notification issued by MHTC notifying Offeror that the facility substantially complies with the RFP and occupancy will occur on the specified date. Issuance of this document in no way relieves the Offeror of responsibility for attaining total compliance with the RFP in the specified time period.

B-17. **Inspections and Quality Assurance:** This RFP solicits a complex transaction for real estate: land, construction of buildings, parking lots, sidewalks, and other structures and fixtures.

Attachment F (Divisions 1 through 16) outlines mandatory guidelines for products, methods, and codes that shall apply to all construction work. Therefore, inspection controls must be negotiated and agreed upon prior to commencement of construction.

Following applicable methods similar to Attachment F throughout the construction process as it relates to pre-construction and progress meeting as well as in process construction inspections should lead to a successful “turnkey” final site inspection.

Final quality assurance plan, process and procedures shall be settled prior to contract execution.

B-18. **Liquidated Damages:**

- a. In the event the successful Contractor fails to complete the contract within the time specified, the MHTC and the public will sustain damages because of such delay in completion, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that **the sum of five-hundred dollars (\$500.00) per day** for each assessable calendar day the completion of the contract is delayed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the MoDOT has suspended work** shall not be assessable days.

(C) **Structures:** The following structures will be constructed at the new site per the attached specifications: 1 – maintenance building; 1 – storage building; 1 – fabric salt structure; 1 – fuel island and pad; 7 new cinder bed racks; 1 – concrete containment structure; - deer incinerator pad; - video surveillance system. Each structure will require its own Schedule of Values during the construction phase.

C-1.1 **Maintenance building** – See Specifications and Plans in Attachments F & G.

C-1.2 **Storage building** – See Specifications and Plans in Attachments F & J.

C-1.3 **Fabric structure** – Relocate the existing fabric salt storage structure, by the successful Offeror, at 615 Viola Avenue, Eureka, MO 63025. Construct new interlocking blocks on site per the attached fabric salt building plans. The existing structure will require a new fabric top, two side walls, and two gather doors. MHTC will approve the final location during site plan development. The structure shall be installed on the new facility in

the condition it was removed or better. The successful Offeror will be responsible for the repairs if damaged during the relocation.

C-1.4 **Fuel Island** - The existing fuel tank, dispenser, and card reader located at 615 Viola Avenue, Eureka, MO 63025 will be relocated by the successful offer and installed on the proposed site. An additional 2000 gallon fuel tank and dispenser shall be installed per the attached fuel island plans and specifications. Final location will be approved by MHTC during the site plan development. The fuel equipment shall be installed at the new facility in the condition it was removed or better. The successful offer will be responsible for the repairs if damaged during the relocation.

C-1.5 **Cinder Bed Racks** – Cinder Bed Racks – Remove, relocated and install the 8 free standing cinder bed racks, located at 615 Viola Avenue, Eureka, MO 63025, to the new site. Design, purchase, and install 7 additional 144’’H*144’’D*172’’W free standing racks identical to the 8 existing racks at the new site. MHTC will approve the final location during site plan development. MHTC will approve final cinder bed rack specifications.

C-1.6 **Containment area** - Construct 93’L*22’W concrete containment area. Specification attached. MoDOT will approve the final location during the site plan development.

C-1.7 **Deer incinerator pad** – Install a 30’W*30’L*6’’D concrete pad with a 50 amp electrical service panel. The concrete pad will be contained in an 8’T fenced area with a 16’ gate. MHTC will approve the final location during site plan development. Fence and concrete specification are attached.

C-1.8 **Video Surveillance system** – The replacement site will be outfitted with 12 video cameras and one DVR. 6 cameras must be Speco O2D4 and 6 cameras must be Speco O2B2 or equivalent. The DVR must be a Speco N16NS9TB or equivalent. The video surveillance plan must be designed by the offer and approved by MHTC.

(D) **Lot Improvements:** The following improvements will be constructed at the new site per the attached specifications: – fencing; – paving; – lighting; – landscaping; - sign; – mailbox; - flag pole.

D-1 **Fencing**: The entire lot must be fenced with 6’ chain link and three access gates. One gate will require an electric operator activated by keypad. Fencing site plan must be submitted during the site plan development. MHTC will approve final fencing site plan. Fencing specifications are attached.

D-1.2 **Paving** – Parking to include a minimum of 30 employee parking spots, 4 visitors and meet 2010 ADA standards. The amount of paving required will vary depending on the site location. A paving plan with specifications must be submitted during the site plan

development and must meet all standard highway specifications. MHTC will approve final paving site plan.

D-1.3 **Lighting** – Entire lot will be lit to requirements as set out in the IESNA lighting Handbook 10th edition (Illuminating Engineering Society of North America). Site lighting design and specifications shall be provided by Offeror. MHTC will approve the final location and material specifications during the site plan development.

D-1.4 **Landscaping:** Site will be seeded & strawed 50’ around all buildings, parking lots, graveled areas and any area disturbed during construction (Excluding paved and graveled areas) (Refer to specifications). Entrance area to be landscaped in a way to make it aesthetically appealing to adjoining property owners and the public.

D-1.5 **Sign:** A location for a sign near the entrance must be provided within the limits of the replacement property and installed by the successful Offeror. MHTC will provide the sign. Final placement will be determined by MHTC during site plan development.

D-1.6 **Mailbox:** A commercial size mailbox on a post which meets United Postal Services guidelines must be provided and installed by the successful Offeror.

D-1.7 **Flag Pole** – Install a 35’ flag pole model ECA35 per the attached specification. The flag pole must be lighted. MoDOT will provide the flags. MHTC will approve the final location during the site plan development.

SECTION (5): PROPOSAL SUBMISSION INFORMATION

(A) SUBMISSION OF PROPOSALS

1. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
2. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organizations. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
3. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be

directed to Leann Kottwitz, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 751-3685 or email at leann.kottwitz@modot.mo.gov. All written questions must be addressed to Leann Kottwitz no later than **10:00 a.m., local time, January 15, 2015**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at: http://www.modot.org/business/contractor_resources/Commodities.htm in the form of a written addendum. **It is anticipated this addendum will be issued on January 22, 2015. It is the sole responsibility of the Offeror to check for any and all addendums throughout the RFP process.**

4. Pre-Proposal Conference:

- 1) A pre-proposal conference for all potential Offerors is scheduled and noted in Section 5, RFP Schedule of Events. The pre-proposal conference will be held at 1590 Woodlake, Room 160, Chesterfield, MO 63017 at 1:00PM January 8, 2015. Each Offeror may send a maximum of (3) three representatives. The purpose of the conference is to discuss the work to be performed with the prospective Offerors and allow them to ask questions concerning the RFP.
- 2) MoDOT encourages all potential Offerors to attend the pre-proposal conference although attendance is not mandatory.
- 3) Specific questions concerning the FRP shall be submitted in writing no later than the deadline time detailed in Section 5, RFP Schedule of Events. MoDOT will attempt to prepare responses before pre-proposal conferences. Additional questions shall be entertained at the conference; however, responses may be deferred and provided at a later date.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description shall include a list of the agencies which your institution has served or currently serves.
2. **Personnel.** The proposal shall indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section shall highlight the Offeror's previous experience, as well as any work with other state agencies or local governments in

Missouri. Offeror must furnish a complete listing of each subOfferor, if any, and complete contact information for that subOfferor.

3. **References.** Proposals shall indicate the name, title and telephone number of at least three officials of clients within the past three years.

(C) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC, if any. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
 - A. Proposed Site/Layout/ location; 50 pts.
 - B. Experience, expertise and reliability; 10 pts.
 - C. Past MoDOT Experience; 10 pts.
 - D. Proposed timeline; 20 pts.
 - E. The affirmative action program of the Offeror; and 5pts.
 - F. Cash Paid to MHTC 5pts.
2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offerors proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offerors sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offerors proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offerors proposal.

MHTC reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Offerors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by MoDOT and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Offeror shall put such clarification in writing.

(D) SCHEDULE OF EVENTS

The following RFP Schedule of Events represents MHTC's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 and 4:00 pm Local Time.

MHTC reserves the right at its sole discretion to adjust this schedule, as it deems necessary.

Event	Date	Time
RFP Available	December 5, 2014	8:00 AM
Pre-proposal Conference	January 8, 2015	1:00 PM
Deadline for Written Comments	January 15, 2015	2:00 PM
Deadline for issuing MoDOT's Responses to Written Comments	January 22, 2015	2:00 PM
Deadline for Submitting a Proposal and Opening	February 5, 2015	2:00 PM

Event	Proposed Schedule
Review Proposals	30-45 Days
Award	30 Days
Contract execution by Offeror	15 Days
Contract execution by MHTC	30-45 Days
Notice to Proceed	1 Day
Site design/construction documents preparation	90 Days
Review of site design/construction documents	30 Days
Final Plans	30 Days
Approval of Final Plans	5 Days
Construction	180 Days
Acceptance	Date/Year

2. The Offeror shall indicate below a firm fixed one-time **payment** in addition to the base proposal to **the Missouri Highways and Transportation Commission** to furnish the Facility Relocation and Land Development Services as stipulated herein.

	Dollars (\$_____).
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3. **Variance(s) Requested:** Check this box if this proposal is contingent upon any variances to provisions of the Specifications and/or Attachment(s). All variances to the Specifications and Attachment(s) must be fully explained on a separate document attached to the completed Proposal Forms. Failure to comply with this requirement may result in disqualification of the proposal or, at the discretion of the MHTC, insistence on full compliance with Specifications.

4. **Specific Site Information:** The Offeror shall provide the proposed site address. (If the MHTC has a choice of more than one site, please submit a separate proposal form for each site.) **Submit plat map and/or survey of proposed property.**

Address of Proposed
Property:

4.1 The proposed premises are currently:

- (a) owned by the Offeror in clear fee simple title
- (b) owned by the Offeror, but encumbrances still need to be released
- (c) Offeror has a signed option to purchase contract
- (d) Offeror is acquiring an option to purchase contract
- (e) Offeror has a verbal agreement with the owner
- (f) Offeror has no ownership rights or obligations
- (g) Broker representing an individual
- (h) Other _____

4.2 In order to comply with local zoning requirements, the proposed premises:

- (a) are zoned correctly
- (b) must be rezoned

4.3 The proposed site

- (a) Has the minimum required 10 useable acres
- (b) Has more than the minimum required 10 useable acres
- (c) Has less than the minimum required 10 useable acres

Initial _____ **Date** _____

4.4 The sewer at the proposed site will be
_____ (a) public
_____ (b) private

4.5 The water at the proposed site will be
_____ (a) public
_____ (b) private

4.6 The gas at the proposed site will be
_____ (a) Natural Gas
_____ (b) Propane

4.7 Survey/Plat attached
_____ (a) Yes
_____ (b) No

5.0 Contract information

5.1 Estimated time of completion from Notice to Proceed this includes time for property acquisition.
_____ Calendar Days

5.2 Estimated costs:

5.2.1 Site Improvements: \$ _____

5.2.2 Site Work: \$ _____

5.2.3 Land Purchase: \$ _____

5.2.4 If Offerors proposal is accepted MHTC will require an appraisal by a Missouri general certified appraiser for the replacement land. The appraisal will be reviewed and approved by the MHTC.

5.2.5 If Offerors proposal is accepted, MHTC will require proof that all encumbrances to the title of the replacement site have been released and that clear fee simple title to the said replacement site will be transferred to the MHTC.

5.2.6 If Offerors proposal is accepted, MHTC will require a recordable boundary survey and legal description of the replacement site. Said recordable boundary survey and legal description shall be prepared by a Professional Land Surveyor.

NOTE: Subsequent to submission of proposals, Proposers may be requested to submit a complete schedule of values.

Initial _____ **Date** _____

6. In submitting this proposal, it is understood that the right is reserved by the Department of Transportation, State of Missouri, to reject any and all proposals, and it is agreed that the proposals will not be withdrawn for a period of 90 days from the specified time for receiving proposals.

6.1 IF AN INDIVIDUAL:

Name of Individual

Residence Address

Signature

Firm Name (if any)

Federal Tax ID # or SSN

Firm Address

Address for Communications

6.2 IF A PARTNERSHIP:

_____ General* _____ Limited
(Include names of all)

Name and Residence Address of Partners:

Name of Partnership

Partner

Signature

Partner

Signature

Address for Communications

Federal Tax ID # or SSN

*Include information of all partners by attaching additional pages if necessary.

6.3 IF A CORPORATION: (Exact Title)

Name of Corporation

Name and Title of Officer

Signature of Officer

Federal Tax ID # or SSN

Address for Communications

1. Incorporated under the laws of the
State of _____

2. Registered to do business in Missouri:
Yes _____ No _____ (Check one)

(ATTEST)

Secretary Signature

6.4 IF A BROKER REPRESENTING AN INDIVIDUAL:

Name of Broker

Signature of Broker

Name of Individual Represented

Signature of Individual Represented

Residence Address

Federal Tax ID # or SSN of Individual
Represented

(SEAL)

Each Offeror must complete the Proposal Form by signing on the proper signature line above and by supplying the required information called for in connection with the signature. Failure to properly sign the Proposal Form and to provide required information will constitute grounds non-acceptance of proposal.

**ATTACHMENT (B)
PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____,
as Principal, and _____, as Surety, are
held firmly bound unto the State of Missouri (acting by and through the Missouri Highways and Transportation Commission) in
the penal sum of _____ Dollars (\$ _____), to be paid
to the State of Missouri, or the Missouri Highways and Transportation Commission, to be credited to the State Road Fund and
Principal and Surety binding themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20_____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a Proposal to the Missouri Highways and Transportation Commission on
Project(s) _____, in _____ County(ies), for
construction or improvement as set out in said proposal.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the Proposal of the Principal, and if
said Principal shall properly execute and deliver to the Missouri Highways and Transportation Commission the Contract,
Contract Bond, Specifications and evidence of insurance coverage in compliance with the requirements of the Proposal, to the
satisfaction of the Missouri Highways and Transportation Commission, then this obligation shall be void and of no effect,
otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail to comply
with any requirement as set forth in the preceding paragraph, then the State of Missouri, acting through the Missouri Highways
and Transportation Commission, shall immediately and forthwith be entitled to recover the fees, and any other expense of
recovery.

Principal

Surety

By _____

Attorney in Fact (SEAL)

Attest: (CORPORATE SEAL)

Corporate Secretary

Note: This bond must be executed by the Principal and by a Corporate Surety authorized to conduct surety business in the State
of Missouri.

ATTACHMENT (C)
GENERAL DESCRIPTION
MHTC SITE

A tract of land being part of Lot 40 of Louis Courtois or the Hamilton Creek Tract in U.S. Survey 3206, Township 44 North, Range 3 East in the City of Eureka, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the intersection of the northern right of way line of Missouri Interstate 44, being 110.00 feet north of the centerline of the east bound lane with the east line of adjusted parcel B of "Stegmann-Fletcher Boundary Adjustment Plat" as recorded in Plat Book 353, Page 28 of the St. Louis County records; thence departing the northern right of way line along the eastern line of said adjusted parcel B, north 00 degrees 48 minutes 467.85 feet to a point being the southwest corner of a tract of land as described in a deed to Norbert A. Helleg, III recorded in Deed Book 10837, Page 736; thence departing the eastern line of said adjusted parcel B, along the southern line of said Helleg tract and along the southern line of a tract of land as described in a deed to Gary D. Waltman as recorded in Deed Book 11047, Page 2525 and the southern line of a tract of land as described in a deed to James D. and Colleen D. Cofer as recorded in Deed Book 11705, Page 2152, south 89 degrees 37 minutes 03 seconds east, 482.48 feet to a point being the southeast corner of the said Cofer tract and said point being on the western right of way line of Viola, (40' wide) Lane as described in a deed to the City of Eureka, Missouri recorded in Deed Book 7214, Page 2438; thence departing the southern line of said Cofer tract along the western right of way line of Viola Lane south 00 degrees 42 minutes 20 seconds west, 468.61 feet to a point on the aforesaid northern right of way line of aforesaid Missouri Interstate 44, said point being 110.00 feet north of the centerline of the west bound lane; thence departing the western right of way line of said Viola Lane along the northern right of way line of Missouri Interstate 44, north 89 degrees 31 minutes 37 seconds west, 483.28 feet to the point of beginning and containing 226,052 square feet or 5.189 acres. According to a survey by EFK Moen, LLC dated April, 2007.

PLEASE NOTE: The exact legal description of the MoDOT site shall appear on the deed conveying the site to the successful Offeror as provided for in Section (4), paragraph A-7.1.

ATTACHMENT P

CCO FORM: RW01
Approved: 6/93 (TLP)
Revised: 08/14 (AR)
Modified:

COUNTY: St. Louis
ROUTE: I-44
PROJECT: _____
FED. PROJECT: _____
PARCEL: E6-1182

QUITCLAIM DEED

THIS INDENTURE, made this _____ day of _____, 20__, between the State of Missouri, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, 105 W. Capitol Avenue, Jefferson City, Missouri 65102, (hereinafter, "Grantor") and _____ *[insert name and mailing address]* of the County of _____, State _____, (hereinafter, "Grantee(s)").

WITNESSETH: In consideration of the payment of the sum of _____ DOLLARS, the receipt of which is hereby acknowledged, the Grantor does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the *Grantee(s)* a tract of land, lying situated and being in the County of St. Louis, State of Missouri, the exact legal description of which is located in **EXHIBIT A – LEGAL DESCRIPTION**, attached hereto and made part hereof.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said *Grantee(s)*, *his/her/its/their* heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first written above.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By _____

ATTEST:

By _____
Secretary to the Commission

EXHIBIT A LEGAL DESCRIPTION

A tract of land being part of Lot 40 of Louis Courtois or the Hamilton Creek Tract in U.S. Survey 3206, Township 44 North, Range 3 East in the City of Eureka, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the intersection of the northern right of way line of Missouri Interstate 44, being 110.00 feet north of the centerline of the east bound lane with the east line of adjusted parcel B of "Stegmann-Fletcher Boundary Adjustment Plat" as recorded in Plat Book 353, Page 28 of the St. Louis County records; thence departing the northern right of way line along the eastern line of said adjusted parcel B, north 00 degrees 48 minutes 467.85 feet to a point being the southwest corner of a tract of land as described in a deed to Norbert A. Helleg, III recorded in Deed Book 10837, Page 736; thence departing the eastern line of said adjusted parcel B, along the southern line of said Helleg tract and along the southern line of a tract of land as described in a deed to Gary D. Waltman as recorded in Deed Book 11047, Page 2525 and the southern line of a tract of land as described in a deed to James D. and Colleen D. Cofer as recorded in Deed Book 11705, Page 2152, south 89 degrees 37 minutes 03 seconds east, 482.48 feet to a point being the southeast corner of the said Cofer tract and said point being on the western right of way line of Viola, (40' wide) Lane as described in a deed to the City of Eureka, Missouri recorded in Deed Book 7214, Page 2438; thence departing the southern line of said Cofer tract along the western right of way line of Viola Lane south 00 degrees 42 minutes 20 seconds west, 468.61 feet to a point on the aforesaid northern right of way line of aforesaid Missouri Interstate 44, said point being 110.00 feet north of the centerline of the west bound lane; thence departing the western right of way line of said Viola Lane along the northern right of way line of Missouri Interstate 44, north 89 degrees 31 minutes 37 seconds west, 483.28 feet to the point of beginning and containing 226,052 square feet or 5.189 acres. According to a survey by EFK Moen, LLC dated April, 2007.

THIS CONVEYANCE is made upon the express condition that Grantee, their successors and assigns, shall have no right of direct access from the land herein conveyed to the adjacent highway now known as State Route I-44, all such rights of direct access being reserved by Grantor.