



**Salt Lake City Corporation**

**REQUEST FOR PROPOSALS  
FOR DEVELOPMENT OF THE PROPERTY AT**

**840 North Beck Street  
SALT LAKE CITY, UTAH**

August 17, 2016

**Proposals due:**

November 4, 2016 by 4:00 p.m.

Development Information Meeting and Site Tour:

September 14, 2016 at 9:00 A.M.

840 North Beck Street

NOTICE

All interested parties must register with [BidSync](#) in order to receive issued Addenda to this Request for Proposals. It is the responsibility of all parties submitting responses to the RFP to make inquiry as to the Addenda issued and to ascertain prior to submitting a response that all Addenda have been received. All such Addenda shall become part of the RFP documents and all respondents shall be bound by such Addenda, whether or not received by the respondents.

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## **SECTION I - PROJECT INFORMATION**

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### **REQUEST FOR PROPOSALS (“RFP”)**

Salt Lake City Corporation (“City”) is requesting proposals to develop property located at 840 North Beck Street in Salt Lake City (“Property”). The City is requesting proposals from qualified developers or development teams to purchase the Property, and design and rehabilitate the existing improvements (“Project”) in accordance with the City’s Development Requirements and Preferences (Exhibit “C”). The Property will be offered for sale to the successful developer, subject to the development restrictions set forth herein and determined during exclusive negotiations. The developer will be expected to secure approval from, and coordinate with, the City on the design and construction of the development. The City will consider responses to the RFP that propose a long-term lease as an alternative to the acquisition of the Property

### **BACKGROUND AND OBJECTIVES**

The Property consists of approximately 2.16 acres and includes a single, vacant, historic structure. The Property’s primary improvement is a 2-story building built in 1921 by Salt Lake City Corporation, which constructed the building for use as a new public bath and recreation facility. This building, known as the Warm Springs Plunge (“Warm Springs Building”) was designed by Cannon and Fetzer in Spanish Colonial Revival style. It is required that this building be rehabilitated as part of the contemplated redevelopment of the Property. This building is on the National Register of Historic Places, creating opportunities for the developer to pursue historic tax credits in addition to other applicable incentives that could apply to the rehabilitation of the building.

The Property was used by Salt Lake City as a recreation facility until the 1970’s. The two large swimming pools that were used during this time remain significant structures in the building, though their integrity has been compromised. From 1976 to 1980, Salt Lake City Corporation used the Property for storage. In 1981, the City began leasing the Property to the Children’s Museum of Utah (the “Children’s Museum”). The Children’s Museum operated on the site until 2006 when they moved to a new location. Since the Children’s Museum’s relocation, the facility has been vacant. As a result of the Property’s age and use, significant improvements will be required to bring the Property up to code.

The City has identified the Property as an opportunity to collaborate with a private sector developer to build a project that will rehabilitate the Warm Springs Building, compliment the adjacent open space, and support the surrounding urban neighborhood. The Property is located between North Gateway and Warm Springs Parks. The Property and portions of each park are located on one parcel that is currently zoned Public Land (PL). The City is currently pursuing a change to the PL Zone that will allow for the private reuse of a historic structures. While the City intends for this change to the PL Zone to be made in sufficient time to allow the selected developer to move forward with the development of the Property, its approval by the Planning Commission and the City Council cannot be guaranteed. If the proposed change to the PL Zone is not approved, it may be necessary for the selected developer to pursue other options, such a zoning map amendment, to allow for the redevelopment of the Property. The developer will be responsible for subdividing the Property. The developer will also be subject to utility, access, and parking easements for the continued operation of the parks.

Through the RFP process, the City is seeking a developer, or development team, that has experience in the design and rehabilitation of historic structures, as well as with the vision, skills, and resources to collaborate to successfully complete the development and operate the facility.

## **GENERAL DESCRIPTION OF PROPERTY**

Address: 840 North Beck St.  
Salt Lake City, Utah 84103

Total Acreage: 2.16 Acres (94,044 square feet)

Zoning: Public Lands (PL)

Copies of the Salt Lake City Zoning Ordinance are available on the Planning Division page of the City's website ([www.slcgov.com](http://www.slcgov.com))

Verification of the Property's status and condition shall be the responsibility of the selected developer.

## **SCOPE OF DEVELOPMENT**

1. Development proposals must include all land identified developable in Exhibit "A".
2. Development proposals should incorporate the preferences specified in the Development Requirements and Preferences as shown in Exhibit "C".
3. Development proposals must adhere to the provisions outlined by Salt Lake City ordinance for the Public Lands (PL) Zone in Chapter 21A.32.070 of the Salt Lake City Municipal Code, as well as the provisions of all other applicable ordinance, including the H Historic Preservation Overlay Zone. A complete description of the zoning requirements can be found on the Salt Lake City Planning Division website ([www.slcgov.com/planning](http://www.slcgov.com/planning)).

## **WRITTEN AGREEMENTS REQUIRED**

The selected developer must be willing to enter into certain agreements with the City that pertain to the approved development and outline the type, size, and timeframe for development. These agreements include, but are not limited to:

1. Purchase and Sale Agreement for the purchase of the Property or Lease Agreement for the Lease of Property;
2. Development Agreement that addresses the proposed developer improvements, timeframe for construction, and any post construction requirements or restrictions for the Project; and
3. Special Warranty Deed with Right of Reverter that states if the Project is not completed and used as agreed, the property will revert to the City.
4. Easement Agreements – Utility, Access, and Parking

5. Preservation Agreement – The Selected Developer will be required to enter into an agreement with the City to ensure the long-term preservation of the Warm Springs Building façade. The form of the agreement will be determined during the exclusive negotiation period.

All provisions of the agreements must comply with established state law and City ordinance. Project-specific terms of these Agreements will be negotiated during the exclusive negotiation period.

## **DEVELOPER’S OBLIGATIONS**

It is incumbent upon the developer to read and comply with the attached Submission Requirements (Section II) and Selection Process and Criteria (Section III).

Certain items of the overall project development shall be required of the selected developer by the City. These items include the following:

1. The selected developer will be responsible for the construction and development of all aspects of the Project.
2. The developer will present schematic, design development, and final construction documents for review and approval by the Design Review Committee as required in the Purchase and Sale Agreement and Development Agreement. Approval by the Design Review Committee (outlined in *Section IV: Design Review*) does not in any way relieve the developer of its obligation to comply with zoning regulations, building codes, and all other applicable regulations adopted by the City.
3. The developer’s contractor will be required to obtain payment and performance bonds.
4. The developer will be required to maintain, or cause others to maintain, property, contractor, architect, and other applicable insurance in an amount and form approved by the City.

## **PURCHASE PRICE AND LEASE RATE**

The purchase price of the Property is **\$2,500,000**. The City will consider a reduction of the purchase price. Any adjustment to the Purchase Price will be subject to Utah Code 10-8-2. Any request to reduce the purchase price shall identify how the price reduction contributes to a quantifiable public benefit, addresses gaps in the project proforma, and impacts the developers anticipated financial returns for the project.

The City reserves the right to require repayment of the land purchase price reduction over time. The specific terms of the repayment will be addressed during the exclusive negotiation period.

If the Developer seeks to lease the Property from the City, the developer shall propose a lease rate and term, as well as propose how all other financial obligations associated with the lease, such as maintenance, utilities, and capital expenditures, will be funded.

## **BROKERAGE FEE**

The City will not pay a brokerage or sales commission on the sale of the Property.

## **DEVELOPER INFORMATION MEETING AND SITE TOUR**

The Property is currently vacant and secured. A Development Information Meeting is scheduled for September 14, 2016 at 9:00 A.M. at 840 North Beck Street. The Development Information Meeting is intended to provide an opportunity for prospective developers to ask questions regarding the Property and the RFP, as well as tour the historic Warm Springs Building. A summary of the meeting will be provided as an addendum to the RFP.

## **ADDENDA TO RFP**

Addenda, Supplemental Information, and Exhibits to the Request for Proposals, if issued, will be posted to the BidSync website (<http://www.bidsync.com/>), and will be on file in the office of the City. Links to the BidSync website as well as general information about this RFP will be available on the City's website (<http://www.slcgov.com/hand>). It is the responsibility of all parties submitting responses to the RFP to review the Addenda and Exhibits issued and to ascertain prior to submitting a response that all Addenda and Exhibits have been received. All such Addenda and Exhibits shall become part of the RFP documents and all respondents shall be bound by such Addenda and Exhibits, whether or not received by the respondents.

In the event that a prospective developer has any questions, the developer shall submit them by email to Dan Rip at [daniel.rip@slcgov.com](mailto:daniel.rip@slcgov.com). Staff will respond to inquiries in writing by issuing and posting addenda on the City's website on a weekly basis. Interested developers should submit questions no later than 5:00 P.M. on October 20, 2016.

Parties interested in RFP and their agents, are instructed not to contact Selection Committee Members, City officials or employees, or attempt to externally manipulate or influence the RFP process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the agreement resulting from this solicitation. The City, in its sole discretion, may disqualify proposals from parties who violate this paragraph.

## **EQUAL OPPORTUNITY REQUIREMENTS**

The developer, its tenants, employees, contractors, and primary subcontractors will not discriminate against or with respect to any person or group of persons on any unlawful basis in the construction, sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any improvements erected or to be erected thereon, or any part thereof.

## **DEVELOPMENT REVIEW TEAM – PRELIMINARY REVIEW**

The City recommends that developers have their proposed site plan and uses reviewed by Salt Lake City's Development Review Team (DRT) prior to submission. The DRT meets regularly to review building and site plans to ensure that they meet City requirements. In order to arrange a DRT meeting, contact Salt Lake City's Building Services Division at 801-535-6629.

## PROPOSAL MANAGER

For additional information concerning this Request for Proposals, as well as any issued Addenda, interested parties may contact Dan Rip at the following e-mail address: [daniel.rip@slcgov.com](mailto:daniel.rip@slcgov.com). Please review all posted documents before contacting City staff.

## **SECTION II - SUBMISSION REQUIREMENTS**

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### **PROCEDURES FOR SUBMITTING A PROPOSAL**

The developer shall submit nine (9) copies (8.5" x 11" or 11" x 17' formats) of all documents required as a part of the Request for Proposals and one PDF copy on a CD or portable drive. Submissions lacking one or more of the requested documents may be considered incomplete or irregular.

It is the developer's sole responsibility to read and interpret this Request for Proposals and the written instructions contained herein.

Responses shall be submitted in a sealed envelope with the developer's name, address, date of response, and the title "Warm Springs Development." shown on the outside of the envelope.

Please submit responses to the Request for Proposals to:

Michael Akerlow, Director  
Housing and Neighborhood Development  
451 South State Street, Room 406  
P.O. Box 145488  
Salt Lake City, Utah 84114-5488

***Responses are due in the Housing and Neighborhood Development Office located in Room 406 of the City and County Building (451 South State St.) on or before November 4, 2016, by 4:00 p.m.***

It is the developer's responsibility to assure delivery of its proposal to the City prior to or at the designated date and time.

The City reserves the right to reject any incomplete or irregular submission and reserves the right to waive any non-material irregularity in submissions. Responses to the Request for Proposals that are not received in the Housing and Neighborhood Development offices prior to the time and date specified will be considered late. Late responses will not be considered for award. The City reserves the right, in its own discretion, to reject any and all responses.

Developers will not be entitled to withdraw or amend their proposals for sixty (60) days after the submission of proposals.

In order to facilitate review by the City, submit materials in keeping with the format outlined in the following section. Address all items and identify the sections within your proposals. Label all

graphics and tables.

## **INITIAL SUBMISSION REQUIREMENTS**

As part of the response to this Request for Proposals, the developer shall provide the following:

### **1. TITLE PAGE**

The first page of the proposal shall:

- a. State that the developer “has read and understands this Request for Proposals and accepts the written instructions contained herein.”
- b. Identify the Developer’s proposed purchase price. If the proposed purchase price is less than the Purchase Price identified above, the developer shall provide a justification for the reduction in the Purchase Price.
- c. Be signed by an officer or employee of the developer authorized to bind the developer contractually.
- d. Provide the name, contact phone number, email address, and mailing address of the person to whom all correspondence should be sent regarding questions about the proposal, requests for interviews, or notifications regarding proposal selection. (This person will be responsible for disseminating information to the development team.)

### **2. PROJECT DESCRIPTION**

- a. A written description of the proposed development, including the following information:
  - i. A vision for how the development will preserve the historic building and complement the character of the surrounding neighborhood.
  - ii. A description of the types of uses (e.g., residential, office, educational, etc.) included in the development.
  - iii. A description of how the development incorporates or addresses the Development Requirements and Preferences (Exhibit B).

### **3. DESIGN CONCEPTS**

- a. The following drawings:
  - i. Conceptual site plan that conveys the intent of the design and how the exterior of the building will be rehabilitated. The site plan should show auto and pedestrian circulation, materials, any parking, open space, conceptual landscape improvements, and other major design elements.
  - ii. Four conceptual elevation drawings (one each cardinal direction) showing the rehabilitation plan in appropriate context. The elevation drawings should identify design elements the applicant deems necessary to communicate the intent of their proposal.
  - iii. Proposed floor plan showing how the developer intends to utilize the existing structure.
- b. Such drawings are to be prepared to convey the developer's intentions for the development in a manner that can be fully and objectively evaluated.

#### 4. STATEMENT OF QUALIFICATIONS

- a. Identification of the type and ownership of the legal entity with whom the City would contract. If a single purpose entity will be formed to be the developer, then all of this information should be with regard to the parent company (i.e., the proposed guarantor). If a joint venture is proposed, then this information should be with regard to the potential joint venture partners.
- b. Organizational and management approach, and role of each development partner and major consultant, in the implementation of the development.
- c. Identification and role of key individuals in the development team who would be involved in negotiations, project design, and implementation, including their background and experience.
- d. The developer's previous relevant development experience including, (1) brief descriptions of projects (date; location; concept; land uses; number of residential units; affordability mix; square footage of commercial, office, or retail space; construction costs; sales prices or rents; leasing and/or sales strategy), (2) photographs of projects, (3) description and role of development entity, (4) current status of project, and (5) contacts enabling the City to verify information.
- e. A description of the financial capacity of the developer to undertake the proposed project. The selected developer will be required to submit additional financial information about the development entity and its owners during the exclusive negotiation period.
- f. Historic Rehabilitation Experience:
  - i) Examples of historic rehabilitation projects that meet the Secretary of the Interior's Standards for the Treatment of Historic Properties or the Salt Lake City Standards for Certificate of Appropriateness for Alteration of a Landmark Site.
  - ii) Examples of historic rehabilitation projects where the developer has received certification by the National Park Service to receive the federal rehabilitation tax credits or when the developer has received certification by the State Historic Preservation Office to receive state rehabilitation tax credits.

#### 5. PROJECT PROFORMA

The developer shall prepare and submit a project proforma for the proposed development. The proforma is intended to incorporate the best estimates of the developer at this proposed stage of predevelopment. As part of the proforma, it is important to provide the sources and uses for the project, along with a narrative that clearly and specifically indicates each of the sources of funds and how the developer intends to raise those funds. The sources and uses should also clearly and specifically outline how these funds will be used/spent as it relates to the project. At a minimum the proforma must include:

##### Project Costs:

- a. The developer's anticipated acquisition price of the Property.
- b. Required Insurance and Bonds
- c. Development fees (e.g. impact, permit, etc.).

- d. Construction cost estimate.
- e. All other project costs, including soft costs.

Project Funding:

- a. This should include a brief description of how the developer anticipates funding the project. The developer must specify the sources of funds and whether the funds are already secured or unsecured as of the date of submission of the proposal.
- b. If applicable, developer must state intent to request gap financing from the City.
- c. The amount of the developer's anticipated equity contribution.
- d. All other sources of project funding.
- e. Projected income including sales prices and lease rates per space, unit, and square foot.
- f. Expected rate of return (IRR).
- g. Return on Equity (cash-on-cash return)

Five-Year Operation Projections:

- a. Projected five-year operation and maintenance costs.
- b. Projected Project Revenue.
- c. Projected Net Operating Income.
- d. Projected Return on Equity (Cash-on-cash return).

6. DEPOSIT

Along with the proposal, the developers shall submit a check (certified or cashier's) made payable to Salt Lake City Corporation in the amount of \$1,000.00 to serve as a deposit. Deposits will be returned to the developers who are not selected. Please include a return mailing address for the check if it is different than the contact address on the first page of the proposal.

7. EXCEPTIONS

In the event that an applicant desires to take exception to any term or condition set forth herein or in City provided supplemental information, ***said exceptions must be clearly identified in developer's response to this RFP.*** Requested exceptions to or deviations from any of the terms and conditions must not be added to the proposal pages, but must be included separately as part of a developer's Statement of Preferred Scope of Development.

8. ADDITIONAL INFORMATION

Any additional information that the developer wishes to submit may be attached to the proposal in the form of appendices. Statements should be complete, but as brief as possible. No more than 3 additional pages beyond the information requested may be attached. **Please do not send brochures, corporate marketing materials, or models.**

The City shall have the right to verify the accuracy of all information submitted and to make such investigation as it deems necessary to determine the ability of a prospective developer to perform the obligations in the response. The City reserves the right to reject any response where the available evidence or information does not satisfy the City that the prospective developer is qualified to carry out properly the obligations of the response, a person or firm of good reputation or character for strict, complete, and faithful performance of business obligations, or if the prospective developer refuses to cooperate with and assist the City in the making of such investigation.

Upon selection, the developer shall submit a non-refundable check (certified or cashier's) made payable to the Salt Lake City Corporation in the amount of \$4,000.00 as earnest money for the purchase of the Property. The developer will be required to submit the earnest money within 10 calendar days of being notified that they have been selected or forfeit its position and the City will begin negotiations with an alternative developer selected by the City. The \$1,000 deposit submitted with the developer's proposal will be added to this amount, bringing the earnest money submission to \$5,000. An additional earnest money payment of up to 2% of the purchase price will be negotiated during the exclusive negotiation period and will be due upon execution of the Purchase and Sale Agreement. The earnest money will be applied to the purchase price at closing and can only be refunded prior to closing if the developer is unable to get Historic Landmark Commission, Planning Commission, or City Council approval (if needed). Should the chosen development team be unable to perform for any reason, the developer shall forfeit the earnest money and the City shall retain the earnest money as liquidated damages. If the selected developer seeks to lease the Property from the City, the earnest money will be used to fund the first lease payment(s) made by the developer.

### **SECTION III - SELECTION PROCESS AND CRITERIA**

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#### **SELECTION PROCESS**

Submittals will be reviewed by a Selection Committee comprised of nine people representing Salt Lake City Corporation and community

The Selection Committee will rank the proposals and may ask the top-ranked developers to present their proposed projects. The Selection Committee will recommend a first-ranked developer, a first- and second-ranked developer, or no developers for consideration by the Mayor of Salt Lake City ("Mayor"). The final selection will be made by the Mayor. The City will enter into exclusive negotiations with the selected developer, who will be given a six (6) month exclusive right to negotiate the terms of the written agreements described above. Exhibit "D" includes a partial list of requirements to be accomplished during the Exclusive Negotiation Period and prior to closing. If the first-ranked developer withdraws or cannot obtain approval of its design within this timeframe, the second-ranked developer may be given an opportunity to enter into an exclusive right to negotiate for purchase of the Property. The City reserves the right to reject any and all proposals received at any time prior to the execution of the Purchase and Sale Agreement.

The City reserves the right to negotiate changes in the terms of development with the selected developer as may be required.

## **SELECTION CRITERIA**

The City shall be the sole judge as to which proposal best meets the selection criteria. The City reserves, at its sole discretion, the right to reject any or all proposals received, to waive any submission requirements contained within this RFP, or to waive any irregularities in any submitted proposal.

The selected developer will be chosen on the basis of the quality of their proposal and proposed project. The following will be the criteria by which the Selection Committee will select the first- and second-ranked development proposals:

1. Complete Proposal: Did the developer submit a complete proposal?
2. Developer's Vision: Does the developer provide a clear and viable vision for their proposed development.
3. Scope of Development: How well does the development proposal address the development Requirements & Preferences (Exhibit C)
4. Developer Qualifications: To what degree do the developer and development team possess the qualifications and experience necessary to plan, design, and build the proposed development? Does the developer have experience rehabilitating historic buildings? Does the development team have experience with utilizing Historic Tax Credits?
5. Financing: Does the developer have the necessary financial expertise and backing to complete the proposed project? Does the project have a viable proforma?
6. Proposed changes to the terms included in the RFP.

## **SECTION IV - DESIGN REVIEW**

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1. The City expects all proposed projects to incorporate high quality and enduring exterior building materials that are compatible with the original materials on the historic structure. Proposals that do not meet this expectation will be subject to a more rigorous design review, if selected.
2. This design review process will require the selected developer to obtain approval for the Schematic Design, Design Development, and Final Construction Documents for the proposed development. A Design Review Committee comprised of staff representatives from the Housing and Neighborhood Development Division and Planning Division shall be responsible for the review and approval of the Schematic Design, Design Development, and Final Construction Documents. This review process is intended to ensure that the project meets the requirements of the RFP. This design review process does not change the developer's obligation to obtain all other design approvals required by City code.
3. Design Review Approval Milestones:
  - a. Basic Design: The Basic Design drawings shall consist of the drawings that were submitted in response to the RFP and any modifications to the development proposal required by the Selection Committee or the Mayor as part of their approval of the first- and second-ranked developers. The selected developer will be expected to

- present the Basic Design to the Capitol Hill Neighborhood Council at their first regularly scheduled meeting after completion of the selection process.
- b. Schematic Design: The schematic design shall be conducted when the design is 30% complete. The submittal shall include a narrative description of the development, a presentation site plan, exterior concept elevation drawings, and two project sections.
  - c. Design Development: The Design Development submittal shall include the 60% complete construction documents. The submittal will include samples of exterior materials, as well as drawings that specify the location and appearance of all exterior design features.
  - d. Final Construction Documents: The Final Construction Documents submittal shall include all drawings, specifications, and related documents necessary for construction of the development.

## **SECTION V - MISCELLANEOUS**

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1. All development concept information submitted by the developer will be binding upon the developer. Unless authorized by the City in writing, subsequently prepared plans and specifications must be consistent with, and be a logical development or reasonable inference of the information submitted.
2. All proposals, including attachments, supplementary materials, and addenda shall become the property of the City at the time of submission and will not be returned to the developer. Information contained in the proposals, excepting financial statements of the development entity or partners and information labeled “Not for Public Disclosure” in accordance with Utah law, will be available to the public upon inquiry immediately following the execution of a written agreement with the selected developer by the City.
3. The developer, by submitting a response to the RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of the RFP including, but not limited to, the City’s selection of a developer with whom to enter into negotiations, the City’s rejection of any or all responses, and the terms of any subsequent Option to Purchase Agreement and Development Agreement that might be entered into as a result of the Request for Proposals.
4. The City reserves the right to negotiate changes in the terms or scope of development with the selected developer as may be required.
5. The City shall have the right to post signage on each street face of the development throughout construction. The signage shall be used to recognize the contributions of the City to the development and provide development information.
6. The selected Developer shall agree to provide a written Project Report to the City and County Assessor within 4 weeks of receiving a Certificate of Occupancy. The report shall include the following information:
  - a. Total square footage of Property improvements.
  - b. Total development cost.

- c. Description of the development.
  - d. Lease rates for the development.
  - e. Actual sales prices (if applicable)
7. The selected Developer shall agree to provide an annual leasing and sales report to the City and County Assessor that discloses the lease rates being charged to all tenants and the actual prices of the for sale units.

**CITY NON-LIABILITY AND RELATED MATTERS**

1. No Representation or Warranties. All facts and opinions stated herein, any additional data including, but not limited to statistical and economic data and projections, are based on available information, and no representation or warranty is made with respect thereto by the City.
2. Building Permits, Zoning Approvals, and Financial Viability. The City through the sale of the Property in no way guarantees or warrants the issuance of building permits, zoning approvals, or the financial viability of the Project.
3. City Discretion, Non-Liability, Waivers, and Hold Harmless. Developers acknowledge by submitting information and proposals to the City that the City does not undertake and shall have no liability with respect to the development program, the RFP, and responses thereto or with respect to any matters related to any submission by a developer. By submitting a proposal in response to the RFP, the developer releases the City from all liability with respect to the development program, the RFP, and all matters related thereto, covenants not to sue the City regarding such matters, and agrees to hold the City harmless from any claims made by the developer or anyone claiming by, through, or under the developer in connection therewith.

**RIGHT TO REJECT/WAIVE IRREGULARITIES**

The City reserves the right to reject any and all proposals and to waive any non-material irregularity, informality, or technicality in proposals received, in the interest of the City.

**SECTION VI – SUPPLEMENTAL INFORMATION**

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The following supplemental information is available on the BidSync website and can be found at <http://www.bidsync.com/>.

- Supplemental Document 1    Historic Structure Report and Feasibility Assessment (2006)
- Supplemental Document 2    Property Survey
- Supplemental Document 3    Warm Springs Plan Set (1920)

## **SECTION VII – EXHIBITS**

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- A. Property Description
- B. Site Map
- C. Development Requirements and Preferences
- D. List of Closing Requirements

**EXHIBIT "A"**

**Property Description**

**Property Address:** 840 North Beck Street, Salt Lake City

**Parcel Number:** 08-25-403-001

**Acreage:** 2.16 (94,044 square feet)

**Zoning:** Public Land (PL)

**Legal Descriptions:**

Beginning at a point on the northeasterly line of Beck Street which is South 730.11 feet and East 149.00 feet from the Center of Section 25, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence N65°37'07"E 228.83 feet; thence S24°22'53"E 69.12 feet; thence N65°37'07"E 56.48 feet to the southerly line of Victory Road as shown on U.D.O.T. Plan and Profile Maps Project #NR-181(1) Sheet 4; thence S81°52'38"E along said southerly line of Victory Road 27.88 feet; thence S24°22'53"E 238.90 feet; thence S65°37'07"W 308.82 feet to said northeasterly line of Beck Street; thence N24°22'53"W along said northeasterly line 323.00 feet to the point of beginning.

**EXHIBIT "B"**  
**Site Map**  
**840 North Beck St.**



## EXHIBIT “C”

### **Development Requirements & Preferences**

#### **A. Requirements:**

1. The development must be designed and programmed in a manner that is compatible with the surrounding neighborhood, and is consistent with adopted City master plans, including, but not limited to, the Capitol Hill Master Plan and Community Preservation Plan.
2. The development must be designed and programmed in a manner that is consistent with adopted City master plans, including, but not limited to, the Capitol Hill Master Plan and Community Preservation Plan.
3. The Beck Street side of the building shall be designed to be the front of the building.
4. The exclusive parking for the proposed development shall be minimized and shall incorporate existing parking areas on the Property.
5. The development shall include features that ensure the Property is accessible to people with mobility impairments.
6. The Warm Springs Building is recognized for its significance through listing on the National Register of Historic Places and the Salt Lake City Register of Cultural Resources. Given the building’s recognized historic status and the building’s architectural significance, development proposals must include the rehabilitation of the building as part of an adaptive reuse. The rehabilitation of the building should conform to the Secretary of the Interior’s Standards for Rehabilitation. The selected developer will be responsible for securing historic rehabilitation incentives, if required as part of the project financing.

#### **B. Preference will be given to developments that include:**

1. Publicly accessible uses within the Warm Springs Building. Examples include, but are not limited to, museums, community meeting space, and art displays.
2. Active uses that draw people from the region, city, or surrounding neighborhood to the development.
3. Uses that integrate the Warm Springs Building with the adjacent parks.
4. Designs that include features that enhance the energy efficiency of the development.
5. A design that integrate the Warm Springs’ Building with the adjacent parks.

## EXHIBIT “D”

### **List of Closing Requirements**

The following is a partial list of requirements and conditions that the selected developer will need to provide or address in order to close on the purchase of the Property. These are standard requirements that are included in the City’s Purchase and Sale Agreement and Development Agreements. Developer must agree to enter into these agreements with the City to design, construct, and oversee the operation of the development.

1. Design Submission and Approval. The developer will be required to secure approval by the City of schematic, design development, and final construction drawings.
2. Title. The developer accepts title subject to the City’s Right of Reverter, and also the requirement that the developer and all subsequent owners will operate the construction and management of the Property as an equal opportunity employer.
3. Schedule. The developer shall provide the City with a Schedule of Development for approval prior to Closing.
6. Performance Security. The developer will be required to obtain Payment and Performance Bonds.
5. Closing. Closing will take place simultaneously with closing on the development’s financing for the Project and only upon the City having received and approved Final Construction Documents and Schedule of Development, and the developer receiving a building permit for the Project.
6. Financing. If the selected developer opts to include for-sale housing in the development, developer will be required to secure written assurance from a bank confirming that bank’s commitment to provide financing for the purchase of those units by the end user. For a rental project, the developer will need to provide the City with verification of construction and long-term financing for the approved project prior to closing on the purchase of the Property.
7. Financial Information. The selected developer will be required to submit additional financial information about the development entity and its owners during the exclusive negotiation period. The financial information will include audited financial statements for the entity, and personal financial statements of individual partners or owners within the entity.
9. Miscellaneous. Other terms as required by the City’s attorney.