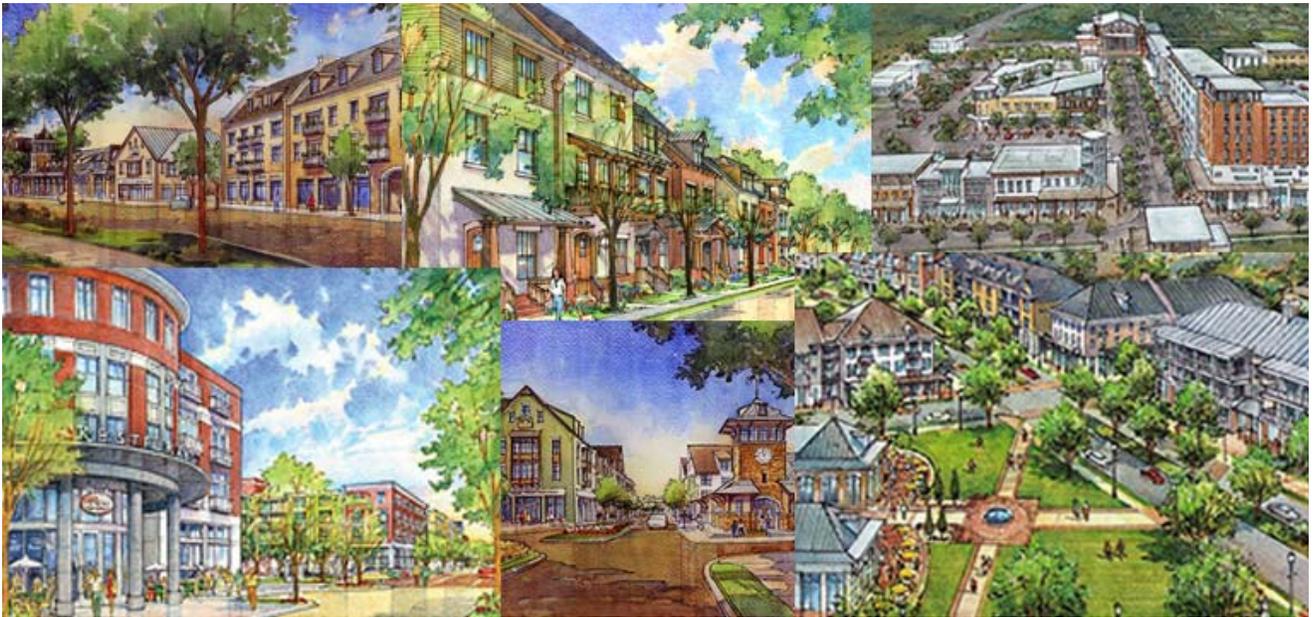


# REQUEST FOR DEVELOPMENT PROPOSALS



Images © Looney Ricks Kiss

## North Campus: Salem, Oregon

25-acre shovel-ready redevelopment opportunity, ideally suited for mixed-use development in Oregon's growing capital city.

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## INTRODUCTION

The Oregon Department of Administrative Services (“DAS”) is seeking development proposals for Lot 5, a vacant parcel of land (“Property”) located on Center Street NE in Salem, Oregon. The 25-acre parcel is bounded by Center Street NE, 25<sup>th</sup> Street NE, D Street NE, and Park Avenue NE. An additional “Optional Parcel” of approximately 2.3 acres is also available, but **proposals need not address the Optional Parcel.**



**FIGURE 1: PROPERTY. ALL BUILDINGS AND FOUNDATIONS ON PROPERTY HAVE BEEN OR ARE BEING REMOVED.**

The Property is currently being cleared of all buildings, foundations, and utility tunnel systems, with completion anticipated by June 30, 2017. All subterranean spaces will be filled with an engineered structural fill, leaving a clean, shovel-ready building site. Utilities, excepting some existing storm sewers, are being removed.

DAS is working with the City of Salem (“City”) to subdivide the Property from the larger parcel known as the North Campus, which is bounded by Center Street NE, 23<sup>rd</sup> Street NE, D Street NE, and Park Ave NE. Additional predevelopment work with the City is currently underway, and is described in the Due Diligence section of this RFP.

The Optional Parcel currently provides shared parking for Yaquina Hall (50 spaces) and the Dome Building (160 spaces). Acquisition and development of the Optional Parcel must accommodate parking for these facilities, either on the Optional Parcel or elsewhere within 500 feet of the respective buildings. DAS is open to sale of the entire Optional Parcel, the air rights above the parking facilities, or other arrangements.

**Proposals need not include the Optional Parcel.**

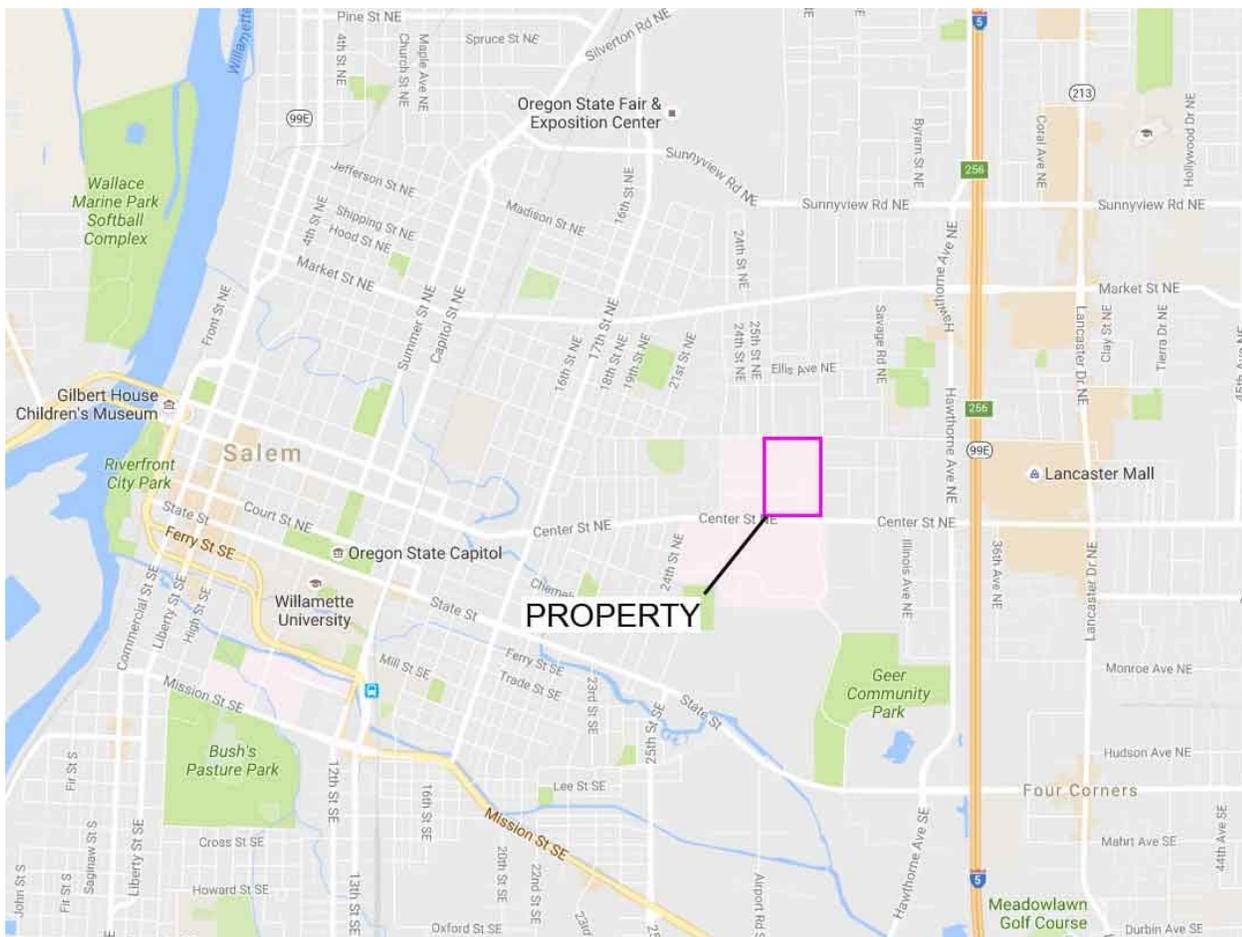


FIGURE 2: LOCATION MAP

## Property Features

The Property is located on Center Street NE, a major arterial with high-frequency transit, 15-minute headway weekdays. Across the street, the Oregon State Hospital employs 1,800, and Salem Health owns a multi-acre, recently-cleared redevelopment site east of 23<sup>rd</sup> Street NE and south of D Street NE. To the north and west are primarily single-family residential neighborhoods. Several mid-sized apartment complexes are located near Center and Hawthorne Streets NE.

The Property is one mile west of Lancaster Mall, Target, and Roth's grocery store, and one mile east of Safeway and the Capitol Mall state office campus. It is one and a half miles east of Salem's downtown shopping district, and the same distance from Willamette University. Please see the Due Diligence section for Salem demographics.

**Topography:** The Property is flat and outside of the 100-year floodplain.

**Environmental:** All underground storage tanks have been properly decommissioned, and there are no known environmental concerns for which Proposer will be responsible. Please see Due Diligence section.

**Zoning:** Current zoning is Public and Private Health Services (PH), and the Comprehensive Plan designation is Community Service - Hospital. DAS anticipates co-operating with the successful Proposer as Proposer pursues a Comprehensive Plan Map amendment and zone change to suit Proposer's development plan as a condition of closing.

## Request for Development Proposals

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**Utilities:** The Property is currently served by City water, Portland General Electric, Northwest Natural Gas, and telecom/data. The City of Salem plans to install, at the City's cost, a new public sewer main adequate to serve the Property and adjoining parcels. Please see Due Diligence section for information about specific public utility improvements.

**Transportation:** Please see Due Diligence section for information about specific transportation improvements.

**Regulatory:** The Property is located within the Oregon State Hospital National Historic District. The District has six zones of priority, ranked from 1 to 6. The Property is within the two lowest-priority zones, 5 and 6. Historic design review by the City of Salem Historic Landmarks Commission is required for any new development and streetscape improvements on the site. For details, please see Due Diligence section.

## Development Goals

DAS envisions a walkable mix of uses on this site which takes full advantage of transit access and proximity to major state offices and other employers. Development proposals should create a sense of place and avoid traditional strip-mall design, and ideally create a "center" for the surrounding neighborhood, while being sensitive to the local context.

## Contact Information

Proposals shall be submitted by the due date and time of 3:00 PM, Thursday, September 14, 2017 to:

Darrin Brightman, Oregon Department of Administrative Services  
1225 Ferry Street SE, U-100  
Salem, OR 97301  
Darrin.W.Brightman@oregon.gov  
503-373-7065

For questions about this RFP, please contact Darrin Brightman. Additional resources:

Community Development/Planning Also to schedule pre-application conference	Bryan Colbourne, Planner III City of Salem 503-540-2363 bcolbourne@cityofsalem.net
Historic District Requirements and Compatibility Also tree removal questions	Kimberli Fitzgerald, Historic Preservation Officer City of Salem 503-540-2397 kfitzgerald@cityofsalem.net
Public Utilities, Stormwater, Transportation, Systems Development Charges/Credits	Glenn Davis, Chief Development Services Engineer, City of Salem 503-588-6211 gdavis@cityofsalem.net
Urban/Economic Development	Annie Gorski, Economic Development Manager City of Salem 503-540-2480 agorski@cityofsalem.net

## PROPOSAL SUBMITTAL

Proposals shall be submitted as follows:

Sections 1 and 2 shall be submitted electronically in PDF format, with a cover email describing the contents and requesting confirmation of receipt, and in five hard copies. All materials in Sections 1 and 2 will be public information. **Do not include confidential information in these sections of your submittal.**

Sections 3 and 4 shall be submitted in hard copy format only and marked “Confidential”. Three full copies of these sections are required. **In accordance with ORS 192.502(4), DAS considers the documentation in Section 3 a public record exempt from disclosure.** Section 4 materials will also be considered exempt from disclosure until close of escrow.

Proposals must be self-contained. Proposals which make reference to resources not contained within the proposal as a means of addressing required elements may be considered non-responsive.

### Required Proposal Elements

#### Cover Page

- Lead partner/Proposer’s name and mailing address
- Proposer’s legal status (corporation, partnership, etc.); if incorporated or other, and where Proposer is based
- Federal ID number or Social Security number
- State/Province ID number, if applicable (Secretary of State registry or similar)
- Contact person’s name, title, phone number, email address
- Name and signature of an authorized officer for each entity proposing as part of a partnership or team

#### Section 1: Development Proposal – Public Information

- Provide a description of the proposed development. Include the following:
  - **Narrative** should describe how the proposed development will respond to the Design Requirements and Design Considerations noted on pages 7-10 below and explain proposed sizes of buildings, square footages of different uses, amount and type of parking proposed, circulation/access, phasing, etc.
  - **Preliminary Site Plan** showing vehicular, pedestrian, and cyclist access to and within site, proposed building footprints and uses, transit accommodation, parking, etc.
  - **Massing Diagrams or Elevations** showing, at minimum, how the proposed development relates to the surrounding context and creates spaces.
  - **Photographs, renderings, or other details** of other projects completed by Proposer or by others which will help the reviewers and public understand Proposer’s intent for the development.
- If you have had a pre-application meeting with the City of Salem, provide a copy of the Pre-Application Report and a brief narrative explaining how you addressed, or intend to address, concerns raised in the Report.

#### Section 2: Proposer Project Experience and Capability – Public Information

- Identify the entities involved in your team, the roles they will play, and the team’s experience working together.

- Provide a bio or CV for each principal or key member of your team. Ensure that the document makes clear what capabilities and experience the team members bring.
- Provide a description, site plan, and photos of at least three and up to five projects your team has completed which represent the type of development you foresee on the North Campus site. Description should include number of units, square feet of office/commercial/other uses, the date of construction, and any other information you think will help reviewers understand the project. Include phasing schedule including construction dates; cost of project; time to stabilized occupancy; and rate of turnover for non-residential tenants. If your team has not completed three projects together, provide this information for at least two projects each from at least two principals, not exceeding five total projects.
- Provide at least two letters of reference from municipalities you have worked with on at least one of the projects described above.
- If you have already selected consultants and contractors, provide information explaining their capabilities and their contact information.

**Section 3: Proposer Financial Capability – Confidential Information**

- Conditional financing agreements are strongly encouraged, but not required.
- Formal letters of interest from non-residential tenants are encouraged, but not required.
- Provide a capital pro forma showing sources and uses of funds for acquisition and development.
- If capital stack will include tax credits or other financial resources beyond traditional debt and equity sources, please provide the relevant details.
- Provide high-level development pro forma for property, so reviewers may understand the economic assumptions made in proposal.
- Provide executed Proposer’s Statement of Financial Capability (Appendix B) and required attachments for lead developer and any Proposer contributing 20% or more of financial resources for the project.

**Section 4: Offer – Confidential Information**

- Provide your offer for the property, including timeline. Creative proposals are welcome.

## DESIGN REQUIREMENTS

### TRANSPORTATION

Streets within the Property may be private drives, depending upon the details of your Proposal. However, please take the following into account in your Proposal:

- Primary access should be from Center Street NE or 25<sup>th</sup> Street NE. Only secondary access is acceptable from D Street or Park Avenue.
- Public automotive access must be provided from all perimeter streets except D Street NE. Public access easements over private drives are one acceptable way to achieve this. Need for additional right-of-way dedication beyond that specified in the subdivision will depend upon your proposal's specific requirements for street frontage. Please discuss at your Pre-Application Conference.
- Bicycle-Pedestrian Connectivity
  - At least one clearly demarcated bicycle-pedestrian east-west connection between 25<sup>th</sup> Street NE and Park Avenue NE shall be provided crossing the Property in addition to the multi-use path proposed on the south side of D Street NE.
  - At least one clearly demarcated bicycle-pedestrian north-south connection is desirable, but not required.
    - These connections need not be in straight lines, as long as the paths are easily understood and public access easements are provided.
    - These connections may be adjacent to or components of public streets or private drives (such as bicycle lanes and sidewalks); adjacent to green stormwater infrastructure (see Stormwater) or open space; or may be separate, as suits your Proposal.
- Siting of automotive accesses will be specific to the needs of the development proposed.
  - Street spacing, SRC 803.030, specifies minimum and maximum spacing between streets and notes exceptions. This spacing does allow for a public street access from Center Street NE.
  - Public Works staff has offered preliminary support for the following, depending upon the needs of the proposed development:
    - SRC 804.025(a)(1) requires a Class 2 Driveway Approach Permit for a driveway entering a major or minor arterial. Should your Proposal prefer a driveway with public access easement instead of a public street as access from Center Street, this permit will be required. This is a Type II, administrative permit (see SRC Chapter 300).
    - Adjustment to SRC 804.035(d), minimum 370' spacing of driveways entering major and minor arterials, if the proposed development requires two driveways from Center Street (major arterial) or D Street (minor arterial) **and** if those driveways provide connectivity to multiple areas of development.
  - Property should have at least one automotive access via 25<sup>th</sup> Street NE and Park Avenue NE. These are local streets, and can accommodate multiple driveways.
- No automotive entrance from D Street is required if adequate access is provided from other streets.
- Note that stand-alone bicycle-pedestrian accesses do not count as "driveways" under SRC Chapter 804, and will not impact the number of driveways permitted. Such additional accesses, if included, should be paired with a crosswalk at a logical location along the perimeter street.

### STREETSCAPE

- Site taller buildings toward Center Street and 25<sup>th</sup> Street and shorter buildings toward D Street.
- Consider the character of D Street and Park Avenue in your development plans.
- Consider streetscape impacts in siting and designing parking facilities.

- The western façades of buildings along 25<sup>th</sup> between Center and B will form the backdrop for the high-priority historic Dome Building. Consider how they will relate visually to this context and potential noise, light, or other impacts of your proposal on the buildings west of 25<sup>th</sup> Street.

#### STORMWATER

City of Salem stormwater code is found in SRC Chapter 71. The Stormwater Design Handbook is available at <http://www.cityofsalem.net/Departments/PublicWorks/Stormwater%20Code/sw-code-large-project-handbook.pdf>. Green Stormwater Infrastructure (GSI) is required in development of this site.

GSI contributes to site landscape requirements.

The City of Salem may dedicate a portion of the property north of B Street and west of 25<sup>th</sup> Street for GSI to help accommodate stormwater runoff from the Property, and may allow GSI in the right-of-way planting strips along 25<sup>th</sup> Street. Providing an estimate of total impervious area during your Pre-Application Conference will allow Public Works to determine the capacity which may be served on the City's property and in the right-of-way, reducing your total GSI responsibility.

#### UTILITIES

Water adequate for the development is available in Center Street.

City of Salem will construct a sewer main, at City's cost, adequate to serve the site. Sewer will terminate north of the intersection of B Street NE and 25<sup>th</sup> Street NE.

## DESIGN CONSIDERATIONS

#### CREATIVE, THOUGHTFUL, AND INCLUSIVE DESIGN

The North Campus site is a unique opportunity to create a transit-oriented, pedestrian-friendly "center" for an existing neighborhood. We encourage creative place-making proposals. Some considerations:

- How will your proposed development create a special place that welcomes neighbors, employees from nearby businesses, and visitors from the rest of the city? How will it integrate with the surrounding community?
- How will your proposed development incorporate transit, cyclists, and pedestrians?
- How will your proposed development include a diverse mix of users and uses?
- How will proposed building masses give form to the Center Street corridor and relate to the multi-story development existing on the south side of Center Street?
  - Does your proposal site buildings close to Center Street NE and the main automotive access drive in a pedestrian-friendly manner, or site buildings behind parking lots?
  - Does your proposal use multi-story buildings to frame the Center Street corridor, or site single-story buildings next to it?
  - Does your proposal site any drive-through facilities where they have limited impact on the Center Street and 25<sup>th</sup> Street streetscapes, or are the queuing areas, order windows, etc. visible from these rights-of-way?
  - How will the spaces created between buildings define the overall development and relate it to Center Street?

#### PARKING AND FUTURE-PROOFING

Salem has an auto-oriented development pattern. While the Property benefits from direct access to transit, is biking distance from major employers and destinations, and can include a mix of uses—all of which reduce

dependence on the automobile—it is likely that in the near term, a majority of residents will own cars, and a majority of visitors to the site will arrive by car.

Some reduction in parking requirements can be attained through a compatible mix of uses which can share parking, such as daytime office/evening-weekend residential or entertainment. Creative ideas to address parking may also reduce total impervious surface and Green Stormwater Infrastructure requirements. Proposers are advised to discuss options with City of Salem staff at their Pre-Application Conference.

Industry analysts predict that driverless vehicles will be on the market within five years, and have a significant impact on society within anywhere from 10-20 years. This change will likely reduce overall vehicle ownership and reduce need for visitor parking, while increasing the need for queuing locations.

How will your proposal address this coming shift? Some ideas you may wish to explore include on-street parking; sizing and locating surface parking lots where they can be readily redeveloped for other uses; and constructing buildings above at-grade parking which may later be converted to other uses.

#### MARKET-SUPPORTED DEVELOPMENT

What volume of various uses (square feet of non-residential use types, number of residential units, and mix of unit types) do you propose for the site, and upon what basis do you believe these are supported by the existing market or by creating a new market?

How do you see needs changing over time as the site approaches buildout, and how will your early phases adapt to these changes?

#### RESPONSE TO NEIGHBOR PRIORITIES

Neighbors have put forth nine priorities regarding the North Campus. While some do not apply to this RFP, they are presented in full for your information.

1. **Provide a 3-5 acre park.** Note: This is being addressed through sale of a parcel north of B Street and west of 25<sup>th</sup> Street to the City of Salem. **Proposer Responsibility: None.**
2. **Retain the street trees around the entire North Campus site with an adequate lawn to ensure their health.** Note: The street trees bordering the property along 23<sup>rd</sup>, D, and Park are part of the historic landscape and regulated by the City of Salem. Trees which have to be removed may be replaced with trees from the City of Salem pre-approved tree list (see Due Diligence). **Proposer Responsibility: Consider pre-approved tree list for replacement and new trees.**
3. **Do not widen D Street or and Park Avenue, or 23<sup>rd</sup> north of D Street, and minimize the impacts of through traffic.** Note: Street improvements are governed by the City of Salem Transportation System Plan. This Plan does not include widening 23<sup>rd</sup> Street north of D Street. City-required improvements to boundary streets and other transportation improvements and their cost estimates are listed in the Due Diligence section. A multi-use path inside the existing tree line is one option to providing required connectivity (bicycle lanes and sidewalk) without removing the trees or widening the streets. **Proposer Responsibility: Consider the character of D Street and Park Avenue in Proposal.**
4. **Scale development from less dense one- and two-story buildings along Park and D Streets to taller and higher density development toward Center and 23<sup>rd</sup> Streets.** Note: More accurately, focus higher-density and taller development toward Center and 25<sup>th</sup> Streets. The property between 25<sup>th</sup> and 23<sup>rd</sup> Streets is not included in this RFP. **Proposer Responsibility: Consider how proposed development relates to the surrounding context.**
5. **Create compatible successful development.** Note: Two different highest and best use studies recommend a mix of residential, office/education, and commercial uses. **Proposer Responsibility: Propose a market-supported mix of uses for the site.**

6. **Provide adequate utilities and services to the site and surrounding neighborhood.** Note: Utility capacity will be determined by Proposers in conjunction with the City of Salem during Pre-Application Conferences. **Proposer Responsibility: None in Proposal.**
7. **Encourage green building.** Note: We encourage Proposers to think creatively about efficiencies. However, decisions to pursue LEED-ND or other certifications rest with the Proposer. **Proposer Responsibility: Consider sustainability.**
8. **Preserve the Historic Dome Building and associated west grounds.** Note: The Dome Building and grounds are currently occupied as state offices and are not part of this RFP. However, Proposers should recognize that the 70,000 square foot Dome Building is a local historic landmark and at some point will be available for reuse. Proposers are encouraged to explore how their development will relate to and visually incorporate the Dome Building and suggest adaptive reuses for the Dome Building. **Proposer Responsibility: None.**
9. **Provide opportunities for neighborhood-based non-profits to locate on the site.** A mix of uses including office space, as anticipated in proposals, will satisfy this item. **Proposer Responsibility: None.**

Please note that the neighborhood and the City of Salem are in the process of developing a new neighborhood plan for the area. Plan completion and City Council adoption of Goals and Policies is anticipated in late 2017. A link to the project website is provided in the Due Diligence section, and the current draft section for the North Campus property is attached as Appendix B. Proposers are encouraged to review the available documents when crafting their proposals.

Patient rooms in the Oregon State Hospital, on the south side of Center Street, face the development site. Please consider nighttime lighting impacts and noise impacts to these patient rooms in your design.

#### HEALTHY COMMUNITY

How will your proposed development support healthy choices for residents and visitors? Some ideas Proposers may wish to consider include:

- **Active Transportation Focus** – Active transportation includes walking and biking, often with a connection to transit for longer distances. How does your proposed development encourage active transportation, and enhance the pedestrian experience?
- **Reduced Vehicle Dependence** – A mix of uses, combining living, working, and playing, reduces the need to drive. How does your proposed development mix uses?
- **Edible Landscapes** – Are there opportunities for common-area fruit and vegetable planting, available to all? Community garden space? Partnerships with community groups?
- **Community Spaces** – Indoor and outdoor spaces available for community use help to build a neighborhood. What spaces does your proposed development provide?

## RFP PROCESS

### POSTING

The Request for Proposals will be open to submissions for 120 days. It will be posted on the Oregon Procurement Information Network (ORPIN), advertised regionally and nationally, and distributed to developers known to DAS and the City of Salem. DAS strongly encourages all potential proposers to register on ORPIN and download from that location, even if they have the RFP in hand from DAS's website.

By registering on ORPIN, we will be certain to have your contact information, and be able to ensure you receive any updates, corrections, or answers to questions asked by other proposers.

### QUESTIONS AND UPDATES

Certain questions asked by proposers about the RFP and the answers provided, and any updated information, will be posted on ORPIN. The individual asking the question will not be identified, and types of questions or information posted will be limited to:

- Clarifications about the RFP requirements, including what forms of evidence of financial capability are acceptable
- Any updates or corrections to regulations or other statements of fact made
- Any additional concerns raised about development goals, regulations, requirements, etc. which may arise

DAS will **not** post questions or answers that are specific to a particular development proposal. These sorts of questions should be discussed in a Pre-Application Conference with the City of Salem.

### PRE-PROPOSAL TOUR

DAS will schedule individual tours of the Property with potential proposers as desired, and will request attendance by City of Salem staff depending upon their availability. Once demolition and fill work is completed, the entire Property will be unfenced and available to walk.

### PRE-APPLICATION CONFERENCE

DAS strongly recommends that Proposers review their site plan at least 30 days before the due date with the City of Salem at a Pre-Application Conference before submitting Proposal. A Pre-Application Conference will help ensure that you address potential pitfalls in your Proposal before final submittal for evaluation by the committee.

The DAS and City of Salem staff members listed in the Contacts section of this RFP are happy to answer questions you may have before your Pre-Application Conference, as you develop your Proposal.

Pre-Application Conferences may be completed by teleconference/videoconference, if desired.

### PRE-SUBMITTAL (OPTIONAL)

Any Proposer who wishes to submit a draft Proposal one week before the due date to be reviewed for completeness and red flags by DAS is welcome to do so. Please note that this does not substitute for a Pre-Application Conference.

### SUBMITTAL

Submittals are due by the specified due date and time noted on page 4. Proposers are responsible for ensuring that complete Proposals are received in their entirety by the due date and time. Late or incomplete Proposals may be disqualified.

## FIRST PHASE REVIEW

### **DAS Review**

DAS will review all sections of each Proposal.

DAS may, in its sole discretion, request additional review of Sections 2 and 3 by the City of Salem Urban Development Department. In such event, DAS will retain control of all confidential Section 3 documents at all times.

If, in DAS's estimation, the Proposer demonstrates capability to perform on the project, and if the Offer is within an acceptable negotiable range, the Proposal will proceed to the Second Phase Review.

If the Proposer does not demonstrate Project Experience and Capability or Financial Capability, DAS may, in its sole discretion, request additional information or reject the Proposal. If additional information is requested and found inadequate, DAS will reject the Proposal.

If the Offer is not within an acceptable negotiable range, DAS may choose to reject the Proposal or may choose to make a counter-offer, at DAS's sole discretion. If a counter-offer and negotiation results in an Offer within an acceptable negotiable range, the Proposal will proceed to the Second Phase Review.

## SECOND PHASE REVIEW

### **Committee Review**

Section 1 and Section 2 of Proposals eligible for Second Phase Review will be provided to the Selection Committee. The Committee consists of the following:

- One City of Salem representative
- One DAS representative
- One North East Salem Community Association representative
- One North East Neighbors representative
- One Department of Land Conservation and Development – Transportation Growth Management Program representative

The Committee will receive the eligible Sections 1 and 2 electronically one week before presentations, to allow time for review. The Committee members will be asked to keep these sections confidential until the Committee Presentation and Interview.

### **Release to Media**

Section 1 and Section 2 of each eligible Proposal will be released to local and regional media two days before the Committee meeting and public presentation.

### **Committee Presentation and Interview**

Proposers will have one hour each to present and discuss their Proposals with the Committee, allowing the Committee to better understand the nuances of the Proposals. Non-voting observers and advisors may be present, including elected officials and representatives of DAS and certain City of Salem departments. This Committee meeting will be open to the general public and will be recorded.

Members of the public will observe but not participate in the Committee meeting. DAS will provide a period for recorded public comment following all presentations and interviews, and attendees will be provided with comment forms to rank the proposals and specify what features they like, dislike, or would like to see modified.

A summary of the comment forms will be provided to all Proposers. The comment forms will be public record.

Following the public meeting, the Committee will determine whether it needs to meet again. If a particular Proposal is the clear favorite, the Committee may make an immediate recommendation or make recommendation via email or other means. If no Proposal is a clear favorite, the Committee will have a second meeting.

If the Committee has a second meeting, DAS will provide the summary of comment forms and any testimony given at the public meeting. Non-voting observers and advisors may be present, including elected officials and representatives of DAS and certain City of Salem departments, but the second meeting will be private. The Committee members will discuss the merits of the Proposals and rank them, providing a final Committee recommendation to DAS.

### **Final Selection**

Final selection and approval of terms is the statutory responsibility of DAS, which must balance local community needs with fiduciary responsibility to the taxpayers of the State of Oregon.

DAS anticipates a successful negotiation with the Proposer of the top-ranked Proposal.

If two or more Proposals tie for first place, DAS may, in its sole discretion, consider them equally ranked for purposes of local community needs and may negotiate with each of these Proposers exclusively on the basis of fiduciary responsibility.

If no agreement meeting DAS's fiduciary responsibility can be reached on the top-ranking Proposal, DAS may, in its sole discretion, negotiate with Proposers of lower-ranking Proposals in ranked order.

DAS may, in its sole discretion, reject any Proposals that do not enable DAS to meet its fiduciary responsibility.

### **Purchase and Sale Agreement**

The successful Proposer will execute a Purchase and Sale Agreement (PSA) with DAS. A standard PSA is attached to this RFP as Appendix C.

Condition of sale: DAS and the City of Salem expect that the ultimate development will substantially conform to the preliminary site plan submitted with the successful Proposal. Proposer will agree to submit a copy of Section 1 of the successful Proposal and a narrative explaining any substantive revisions when submitting for Comprehensive Plan Map Amendment, Zone Change, and other land use processes, and will explain such revisions in any public hearings.

## EVALUATION

### Phase 1

All Proposals deemed complete and responsive, with Proposers deemed capable of performing, based upon the documentation presented within Sections 1 and 2 and follow-up with references, will proceed to Phase 2 if the Offer is within an acceptable negotiable range.

### Phase 2

Each member of the Evaluation Committee has one vote. The Committee may agree via general consensus on a ranking order, or the Committee may decide to rank Proposals individually and average the rankings, at the Committee's discretion.

Scoring/ranking sheets and notes will be considered public record.

Minutes of the discussion will be considered public record.

#### Evaluation Criteria:

- Team Experience and Past Performance
  - Quality of past projects (design, materials, etc.)
  - Success of past projects (time to stabilized occupancy, turnover)
  - Comparability of past projects (scale, mix of uses, etc.)
  - References
- Pre-Application Conference
  - Is a Pre-Application Report included with Proposal?
  - Are Pre-Application comments addressed within Development Proposal, or is a narrative explaining how Proposer will address the comments provided?
- Design Requirements
  - Transportation requirements
  - Streetscape requirements
  - Stormwater/GSI requirements
- Design Considerations
  - Creative and Inclusive Design
    - Does Proposal welcome diverse users with a range of incomes?
    - Does the Proposal create a welcoming sense of place?
    - Are alternate modes of transportation (transit, cycling, walking, etc.) meaningfully incorporated?
    - Does the design relate to and welcome the surrounding community and context?
    - Is stormwater/GSI thoughtfully integrated with the site?
  - Parking and Future-Proofing
    - Does the Proposal take creative approaches to incorporating parking and planning for the future?
  - Market Support
    - Is the mix of uses supported by either the existing market or by creating a new market?
  - Response to Neighbor Priorities
    - Are the neighbor priorities accommodated?
  - Healthy Community

- Does the Proposal incorporate any wellness-oriented amenities?
- Dome Building
  - Does the Proposal connect to the Dome Building and include it in the vision?
- Public Meeting Response and Comments

## APPENDIX A: DUE DILIGENCE DOCUMENTATION

The following documentation is available at <http://northcampus.oregon.gov>:

- Site Information
  - Location map
  - Demographic information
  - ALTA Survey, CAD and PDF
  - Subdivision plat
  - Post-demolition as-built drawings \*Coming in July\*
  - Tree survey and diagram
  - Phase 1 and Limited Phase 2 Environmental Site Assessments
  - Hazardous Materials Abatement and Underground Storage Tank decommissioning documentation
  - Demolition plan, schedule, and status
- Infrastructure
  - Sewer plan
  - Traffic impact analysis
  - Required transportation improvements, costs, funding sources
- Valuation
  - Appraisal
  - Appraisal Review
  - Leland Highest and Best Use Study
- Regulatory
  - Historic District info
  - Recommended tree list
  - Community Development Department
  - Salem Historic Landmarks Commission
  - Public Works Department
  - Urban Development Department
  - NESCA-Lansing Neighborhood Plan
  - Zoning Code

## APPENDIX B: NEIGHBORHOOD PLAN INFORMATION

### ABOUT THE NEIGHBORHOOD PLAN

North East Salem Community Association (NESCA) and Lansing Neighborhood Association have partnered with the City of Salem to prepare a new neighborhood plan. The joint NESCA-Lansing Neighborhood Plan will capture the two neighborhoods' priorities for the future.

The planning project – known as *Envision* – kicked off in early 2016 and is expected to reach completion in late 2017. The neighborhood plan will address a wide range of topics such as:

- Land use
- Transportation
- Housing
- Parks and open space
- Public facilities and services

### HOW IS A NEIGHBORHOOD PLAN USED?

NESCA, Lansing, and City boards and commissions will consider the neighborhood plan when making decisions that affect the two neighborhoods. Specifically, the neighborhood plan will be the basis for NESCA and Lansing's recommendations to any city board, commission, or agency.

City boards, commissions and agencies will consider the neighborhood plan when making decisions or recommendations that would affect the NESCA or Lansing neighborhoods. The City Council may also consider the neighborhood plan before making any final decision as to the acquisition, construction, or improvement of public facilities in NESCA or Lansing.

Only the Goals and Policies (not the Recommended Actions) of a neighborhood plan are considered for adoption as part of the Salem Area Comprehensive Plan. The Goals and Policies must also be consistent with the Salem Area Comprehensive Plan.

Draft Goals, Policies, and Recommended Actions specific to the North Campus follow. The Goals and Policies, when finalized, will be adopted by City Council in late 2017.



**for  
North East Salem Community Association & Lansing Neighborhood Association**

## ***Envision* Draft Goals, Policies, and Recommended Actions**

### **North Campus of the State Hospital**

The following are draft Goals, Policies, and Recommended Actions that have been developed by City planning staff based on public comments received throughout the Envision planning process. The draft Goals, Policies, and Recommended Actions will be reviewed by the Envision Steering Committee and others, and they will be revised accordingly.

### **GOAL 14 North Campus of the State Hospital**

Support the redevelopment of the North Campus of the State Hospital into a coordinated development that provides a mix of uses that enhance and are compatible with surrounding neighborhoods.

### **POLICIES**

P14.1 Pedestrian and bicycle access to, through, and along the North Campus site should be provided with the redevelopment of the property to facilitate safe travel by those on foot and bike.

P14.2 Traffic generated from the redevelopment of the North Campus site should be mitigated to minimize negative impacts on surrounding streets and neighborhoods.

### **RECOMMENDED ACTIONS**

A14.1 The North Campus site should be redeveloped into a mix of compatible uses that complement the surrounding neighborhoods in scale and provide useful services. Uses should include small-scale neighborhood-serving retail businesses and services as well as a variety of housing types such as single-family and two-family homes, townhouses, and small apartment buildings.

A14.2 The layout and design of development on the North Campus site should be sensitive to the scale of surrounding neighborhoods. Lower-density housing, for example, should be located closer to D and Park streets NE, and taller, higher-intensity housing, mixed-use development, and commercial uses should be located closer to Center Street NE.

A14.3 Primary vehicular access to the North Campus site should be located on Center and 23<sup>rd</sup> streets NE, as opposed to Park and D streets NE, to minimize negative traffic impacts on adjacent residential neighborhoods.

A14.4 Ample open space should be preserved and established on the North Campus site to serve future residents or employees on the property and surrounding neighborhoods. Open spaces should include a City park at the northwest corner of the property at D and 23<sup>rd</sup> streets NE and opportunities for passive recreation.

A14.5 Existing mature trees on the North Campus site, including those along the perimeter, should be preserved to the extent possible. If trees cannot be preserved, new trees should be planted to replace them.

A14.6 New or improved internal streets on the North Campus site should be narrower in width than the typical street design cross sections for different street classifications in the Salem Transportation System Plan. The City should explore requiring the minimum street width necessary to adequately provide for internal circulation without encouraging significant traffic through the site or cut-through traffic in surrounding neighborhoods.

A14.7 New development on the North Campus site should be designed to encourage alternative modes of transportation and associated amenities to support those modes such as benches and bike racks. Buildings with ground-floor commercial businesses, for example, should be located adjacent to sidewalks, and expanses of parking lots should be avoided.

A14.8 The historic Dome building and its associated site features and Yaquina Hall should be preserved on the North Campus site.

## APPENDIX C: PROPOSER'S STATEMENT OF FINANCIAL CAPABILITY

**Purpose / Instruction:** The following information will be used by DAS in determining whether or not the Proposer has, in the opinion of DAS, the financial capability to successfully complete the project for which they have submitted a proposal.

**NOTE: In accordance with ORS 192.502(4), DAS considers this information a public record exempt from disclosure.**

A fillable PDF Statement of Financial Capability form is available at: <http://northcampus.oregon.gov>.

### **Name and Address of Proposer:**

The financial condition of above-named Proposer is as reflected in the attached financial statements.

Instruction: Attach to this statement an audited and dated financial statement showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the audited financial statement precedes the date of this form by more than 6 months, also attach an interim balance sheet not more than 60 days old.

### **Name and Address of auditor or public accountant who performed audit:**

### **Sources and amount of cash available to Proposer to meet equity requirements of the proposed undertaking:**

Name and Address of Bank 1, Amount of Cash

Name and Address of Bank 2, Amount of Cash

Please attach additional sheets if necessary. Provide bank statements and contacts if preferred.

**Ready Salable Assets: Please attach a statement describing any assets to be sold to finance this project, their current market value, and any mortgages or liens against those assets.**

**Banking and Financial Institution References and Contact Information**

**Has the above-named Proposer, any parent corporation, or any subsidiary or affiliated corporation, if any, of Proposer or Parent Corporation, or any of Proposer's officers or principal members, shareholders, or investors, or other interested parties, been adjudged bankrupt, either voluntarily or involuntarily, within the past ten (10) years?**

Yes/No

If Yes, please attach a statement providing the date, place, and under what name bankruptcy was declared. Please include any explanation deemed necessary.

**Has the above-named Proposer, any parent corporation, or any subsidiary or affiliated corporation, if any, of Proposer or Parent Corporation, or any of Proposer's officers or principal members, shareholders, or investors, or other interested parties, been indicted for or convicted of any felony within the past ten (10) years?**

Yes/No

If Yes, please attach a statement providing the date, charge, location, court, docket number, and action taken. Include any explanation deemed necessary.

**By my signature below, I attest that the above statements and attached documentation are true and accurate to the best of my knowledge.**

---

**Signature and Date**

## APPENDIX D: POTENTIAL TENANTS

These organizations have expressed interest in siting facilities at the North Campus in the past, and have agreed to be listed in this appendix. They are willing to discuss their potential needs and interests with developers preparing proposals in response to this Request for Proposals.

By agreeing to be listed in this appendix, these organizations have made no commitment to tenancy or other business arrangement, and no contract is implied.

Western Oregon University

Eric Yahnke, VP for Finance and Administration  
yahnkee@wou.edu  
503-838-8459

State of Oregon – DAS negotiates all leases for state agency office tenants

Darrin Brightman, Real Estate Project Manager  
Darrin.w.brightman@oregon.gov  
503-373-7065

## APPENDIX E: STANDARD PURCHASE AND SALE AGREEMENT

Provided for your or your attorney's information. Not required as part of a Proposal.

### PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017 (the "**Effective Date**"), by and between The State of Oregon, acting by and through its Department of Administrative Services ("**Seller**"), and \_\_\_\_\_ of \_\_\_\_\_, ("**Buyer**"). Buyer and Seller are each a "**Party**" and together the "**Parties**."

### RECITALS

- A. Seller is the owner of that certain real property located in Marion County, Oregon, being Lot 5 of Subdivision \_\_\_\_\_ in Salem, as shown on Exhibit A (the "**Property**"). The Property consists of approximately 25.1 acres.
- B. The Property is part of a larger parcel of real property, approximately 47.37 acres, commonly known as the North Campus of the Oregon State Hospital (the "**Master Parcel**"), as shown on Exhibit A.
- C. Buyer desires to purchase the Property from Seller, and Seller wishes to sell the Property to Buyer, on the terms and conditions contained herein.

### AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Seller and Buyer agree as follows:

1. **Agreement of Purchase and Sale.** Subject to and upon the terms and conditions herein, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property, together with all of Seller's right, title and interest in and to any rights licenses, privileges, reversions and easements appurtenant to the Property except for any mineral rights.
2. **Purchase Price.** The purchase price for the Property (the "**Purchase Price**") is \_\_\_\_\_ (\$\_\_\_\_\_).
3. **Earnest Money.**
  - (a) Generally. As of the Effective Date, Buyer has delivered to Seller the amount of Ten Thousand Dollars (\$10,000.00) (the "**Earnest Money**"), payable to the Title Company (as defined in Section 4(a) below). On or before three (3) business days after the Effective Date, Seller shall deposit such Earnest Money with the Title Company.
  - (b) Release to Seller. If this Agreement has not earlier been terminated on or before the Review Deadline (as defined in and pursuant to Section 6(b) below), the Earnest Money shall be released to Seller, and the Earnest Money shall be credited to the Purchase Price at Closing (as defined in Section 7 below).

**4. Title Company and Title Report.**

- (a) **Title Company.** On or before three (3) business days after the Effective Date, the Parties shall deposit an executed copy of this Agreement with First American Title Company in Salem, Oregon (the “**Title Company**”).
- (b) **Title Report.** On or before ten (10) business days after the Effective Date, Seller shall deliver to Buyer a current preliminary commitment for title insurance for the Property, issued by the Title Company, together with copies of the underlying documents (the “**Title Report**”).

**5. Subdivision of Master Parcel.** Seller is in the process of severing the Property from the Master Parcel pursuant to a subdivision application (the “**Subdivision Application**”) with the City of Salem (the “**City**”). Seller shall, at its own cost and expense, continue to use its reasonable best efforts to pursue and secure the City’s approval of the Subdivision Application, and Buyer shall reasonably cooperate with such efforts.

**6. Buyer’s Review Period.**

- (a) **Contingencies.** Buyer’s purchase of the Property is contingent on the following:
  - (i) Buyer’s approval of any and all aspects and characteristics of the Property (including, without limitation, environmental matters, survey matters and zoning); and
  - (ii) Buyer’s approval of the Title Report.
- (b) **Objection and Termination.** If any condition set forth in Section 7(a) above is not satisfied within forty-five (45) days after the Effective Date (the “**Review Deadline**”), then Buyer may terminate this Agreement by notifying Seller on or before ten (10) business days after the Review Deadline, in which event the Parties shall have no further obligations under this Agreement and the Earnest Money shall be returned to Buyer. Buyer’s failure to timely terminate this Agreement pursuant to this Section 7(b) shall be deemed a waiver or satisfaction of the conditions set forth in Section 7(a) above.
- (c) **Access.**
  - (i) *Generally.* From the Effective Date through the Review Deadline, Seller grants to Buyer and Buyer’s agents a right of reasonable access to the Property, for the purposes of inspecting the Property pursuant to Section 7(a) above. With respect to any inspection or testing that is invasive or involves digging, boring or removing any portion of the Property, Buyer must first submit to Seller a written request for any such invasive testing, and Buyer may not proceed with any such invasive testing unless Seller has given written approval of Buyer’s plan; and Seller’s approval shall not be unreasonably withheld, conditioned or delayed. Buyer shall conduct any such invasive testing in strict accordance with the plan approved by Seller. Seller will be entitled to have a representative present at all times during any inspection or testing on the Property. Buyer shall pay when due all costs and expenses of Buyer’s inspections, tests and studies of the Property, regardless of whether the Closing of the purchase and sale of the Property occurs.
  - (ii) *Indemnification.* Buyer shall protect, defend, indemnify and hold Seller and Seller’s agents and employees harmless for, from and against any claims, liabilities, damages, liens, attorneys’ fees, penalties, demands, causes of actions and suits of any nature whatsoever which are the proximate result of the entry onto the Property by Buyer, its agents, employees, representatives or contractors. This indemnity obligation shall survive the Closing or the termination of this Agreement, as applicable.

7. **Closing.** So long as all conditions precedent to closing set forth herein have then been satisfied or waived in accordance herewith, the closing of the purchase and sale of the Property (“**Closing**”) under this Agreement shall take place within thirty (30) days after the later of the following days:

- (a) the Review Deadline; or
- (b) the City’s approval of the Subdivision Application.

The date on which Closing occurs is the “**Closing Date.**”

8. **Conveyance of Property.** At Closing, Seller shall convey the Property to Buyer by a bargain and sale deed, with a reservation of mineral rights (the “**Deed**”).

9. **Closing Costs.**

(a) Buyer’s Closing Costs. In connection with the transactions contemplated herein, Buyer shall pay the following costs and expenses:

- (i) all legal and professional fees and fees of other consultants incurred by Buyer;
- (ii) the costs of the additional premium for the Title Insurance Policy (as defined in Section 10(b)(ii) below) for extended coverage, if requested by Buyer;
- (iii) all recording fees;
- (iv) the costs of any duplicating, delivery or other administrative charges imposed by the Title Company; and
- (v) all property taxes and assessments for the Property arising on or after the Closing Date.

(b) Seller’s Closing Costs. In connection with the transactions contemplated herein, Seller shall pay the following costs and expenses:

- (i) all legal and professional fees and fees of other consultants incurred by Seller;
- (ii) the costs of the title insurance premiums, commitment fees and search fees for the issuance of an ALTA standard owner’s policy for the Property (the “**Title Insurance Policy**”); and
- (iii) all property taxes and assessments for the Property arising before the Closing Date.

(c) Shared Closing Costs. All Closing costs not set forth in Section 10(a) or (b) above shall be allocated and prorated between the Parties in accordance with common commercial practices in Marion County, Oregon.

10. **Buyer’s Closing Deliveries.** On or before the Closing Date, Buyer shall deliver to the Title Company:

- (a) all documents required to be executed in connection with this Agreement; and
- (b) immediately available funds in the amount of the Purchase Price minus the Earnest Money, and the amount of all Closing costs and other expenses to be paid by Buyer at Closing pursuant to Section 10(a) above.

11. **Seller’s Closing Deliveries.** On or before the Closing Date, Seller shall deliver the Title Company:

- (a) the executed and acknowledged Deed; and
- (b) immediately available funds in the amount of all Closing costs and expenses to be paid by Seller at

Closing pursuant to Section 10(b) above.

**12. Conditions Precedent to Buyer's Obligation to Close.** The following are conditions precedent to Buyer's obligations to consummate the transaction described herein:

- (a) Seller shall have timely performed, in all material respects, all of the obligations required to be performed by Seller by the terms of this Agreement, including delivery of all of the items required to be delivered by Seller pursuant to this Agreement;
- (b) Buyer shall have obtained a commitment from the Title Company to issue the Title Insurance Policy;
- (c) the City's approval of the Subdivision Application and the recording of the applicable subdivision document(s) in the records of Marion County, and Buyer's approval of same, which shall not be unreasonably withheld, conditioned or delayed; and
- (d) Seller's completion of the Haz-Mat Abatement pursuant to Section 6 above.

**13. Conditions Precedent to Seller's Obligation to Close.** The following are conditions precedent to Seller's obligations to consummate the transaction described herein:

- (a) Buyer shall have timely performed, in all material respects, all of the obligations required to be performed by Buyer by the terms of this Agreement, including delivery of all of the items required to be delivered by Buyer pursuant to this Agreement; and
- (b) the City's approval of the Subdivision Application and the recording of the applicable subdivision document(s) in the records of Marion County.

**14. Representations, Warranties and Covenants.**

(a) Parties' Representations and Warranties. Each Party makes the following representations and warranties which are true on the date hereof and shall be true on the Closing Date as if made on such date:

(i) *Power and Authority.* The Party is duly organized and existing under the laws of the state of its organization, and has the requisite right, power and authority to enter into and carry out the terms of this Agreement and the execution and delivery hereof and of all other instruments referred to herein. The Party has taken all action necessary to authorize the execution, delivery and performance of this Agreement. The performance by the Party of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, document or instrument to which the Party is a party or by which it is bound or affected. All proceedings required to be taken by or on behalf of the Party to authorize it to make, deliver and carry out the terms of this Agreement have been duly and properly taken.

(ii) *Validity of Agreement.* This Agreement and all other documents required by this Agreement to be executed by Party shall constitute, when so executed, the valid and binding obligation of the Party thereto, enforceable against it in accordance with their respective terms.

(b) Buyer's Covenant Regarding Post-Closing Obligations. Buyer covenants that it shall design and remodel the Property such that that the primary entry and exits for the Building are on the Building's north side, and any doors on the south side of the Building are designated and used for emergency purposes only. This covenant shall be memorialized in the Deed as a restriction against the Property.

(c) Survival. All representations, warranties and covenants made by the Parties hereunder shall survive Closing.

**15. Purchase AS-IS; Documents Regarding Property.**

(a) Buyer understands, acknowledges and agrees that Buyer is buying Property “AS-IS” and “WHERE-IS,” with all faults and without any representations or warranties, express, implied or statutory, of any kind whatsoever (including, without limitation, any representations or warranties regarding environmental matters), by Seller, its agents, brokers, consultants, counsel, employees, managers or any other person.

(b) Prior to the Effective Date, Seller has delivered to Buyer certain documents regarding the environmental condition of the Property, as listed below in this Section 16(b). Buyer understands and acknowledges that Seller’s deliver of these documents to Buyer does not in any way constitute a representation or warranty from Seller about any matter, but rather is merely a conveyance to Buyer of documents in Seller’s possession regarding environmental matters relating to the Property. Buyer further understands and acknowledges that Seller does not represent or warrant that these documents constitute all of the documents or information in Seller’s possession regarding environmental matters relating to the Property.

Title	Date
Phase I Env. Site Assessment	May 2013
Phase II Env. Site Assessment	December 2013

**16. Statutory Disclaimer.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**17. Notices.**

(a) Addresses. An “**Address**” means the address set forth beneath a Party’s signature on this Agreement. Any notices, demands, deliveries or other communications required under this Agreement

shall be made in writing and delivered by one of the methods set forth in Section 18(b) below to the other Party's Address, unless one Party modifies its Address by notice to the other Party, given in accordance with Section 18(b) below.

(b) Delivery.

<b>Method of delivery</b>	<b>When notice deemed delivered</b>
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email or Fax	the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax shall be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Agreement for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

**18. Miscellaneous.**

(a) Time is of the Essence; Calculation of Days. Time is of the essence in relation to the Parties' performance of any and all of their obligations under this Agreement. Any reference in this Agreement to "days" shall mean calendar days, unless specified as "business days." A business day is any day that is not a Saturday, Sunday or a federal or State of Oregon holiday.

(b) Integration. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. The Parties have no understandings, agreements or representations, oral or written, regarding this Agreement that are not specified herein.

(c) Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

(d) No Waiver of Performance. No waiver by a Party of performance of any provision of this Agreement by the other Party shall be deemed a waiver of nor prejudice the other Party's right to otherwise require performance of the same provision, or any other provision.

(e) Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

(f) Counterparts. This Agreement and any amendments hereto may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same document, notwithstanding that both Parties are not signatories to the same counterpart.

(g) Governing Law; Consent to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim between Seller (or any other agency or department of the State of Oregon) and Buyer that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon. In no event shall this Section 19(g) be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

(h) No Presumption against Drafter. No inference, presumption or conclusion shall be drawn against either Party by virtue of that Party having drafted this Agreement or any portion thereof.

(i) Exhibits. The Exhibits listed below are incorporated as part of this Agreement:

Exhibit A: Property and Master Parcel

*[remainder of page intentionally left blank]*

**Request for Development Proposals**

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Each person signing this Agreement below on behalf of a Party represents and warrants that he or she is duly authorized by such Party and has legal capacity to do so.

**SELLER:**

The State of Oregon, by and through its Department of Administrative Services

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Shannon Ryan

Its: Enterprise Asset Management Division Administrator

Address: 1225 Ferry Street SE  
City, State, ZIP: Salem, OR 97301  
ATTN: Darrin Brightman  
Phone Number: 503-373-7065  
Email Address: Darrin.W.Brightman@oregon.gov  
Fax Number: 503-373-7210

**BUYER:**

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_

By:

Date:

Name:

Its:

Address:  
City, State, ZIP:  
ATTN:  
Phone Number:  
Email Address:  
Fax Number:

# EXHIBIT A

## Property and Master Parcel

