



REQUEST FOR EXPRESSIONS OF INTEREST AND QUALIFICATIONS No. 379-2009
With respect to the design, construction, and operation of an
INDOOR WATER PARK

The City of Winnipeg (the City) is requesting Expressions of Interest (EOI&Q) from teams of designers, contractors, and developers interested in pursuing the design, construction, and operation of an Indoor Water Park (the Project).

Only Proponents who respond to the EOI&Q will be eligible to participate in this Project.

1. BACKGROUND

- 1.1 In Winnipeg and surrounding areas, there has been a growing interest in the concept of an indoor water park. The recreational amenities offered by an indoor water park are quickly being adopted by many progressive communities eager to attract tourist dollars and satisfy their resident's needs to temporarily escape the realities of our long, cold winters and hot summers. It is projected that the interest in this type of facility for the City will remain and grow in the future.
- 1.2 Recognizing the demand for an indoor water park, the City will make a maximum contribution of up to \$7 million towards the development of a privately owned and operated facility. The City will not assume an ownership position in this facility.
- 1.3 A requirement of the City funding is for the successful Proponent to enter into a satisfactory Public Access Agreement with the City guaranteeing public access to the facility for a period up to twenty-five (25) years, amongst other conditions, as outlined in Schedule "B".

2. GENERAL REQUIREMENTS

- 2.1 Proponents shall submit a Proposal Deposit, with their Proposal, in the form of an irrevocable standby letter of credit or a certified cheque or draft payable to "The City of Winnipeg" in the amount of \$100,000.00 issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg.
 - 2.1.1 The Proposal Deposit of unsuccessful Proponents will be returned at such time as:
 - (a) the City has determined that they will not enter negotiations with the Proponent; or
 - (b) the City has concluded negotiations and determined not to enter into an agreement with the Proponent.
 - 2.1.2 The Proposal Deposit of the successful Proponent will be returned at such time as the irrevocable Standby Letter of Credit for \$7,000,000.00 is provided to the City.
- 2.2 At the signing of the Funding, Public Access and Non-Competition Agreements the successful Proponent will be required to provide an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached as Schedule E: Irrevocable Standby Letter of Credit, in the amount of \$7,000,000.00.

2.2.1 The irrevocable standby Letter of Credit for \$7,000,000.00 will be returned the indoor water park reaching operational status.

2.3 **Proponents are advised that the City will not consider submissions that require any form of financial support from the City including:**

- (a) A mortgage or loan guarantee from the City of Winnipeg;
- (b) Any other sources of City funds or similar financial contributions
- (c) Any City contribution towards on-site or off-site improvements and infrastructure; and
- (d) Any City owned lands or assets.

3. PURPOSE

3.1 Indoor water parks have been built in many cities across Canada, but they vary greatly in terms of structure, cost, management models, and integration with other facilities and/or developments, such as hotels, shopping malls, recreational facilities, and destination developments. The purpose of this Request for EOI&Q is twofold.

3.1.1 Firstly, the EOI&Q will provide the City with general information related to various types of indoor water park facilities and structures that are proposed by Proponents to be built in Winnipeg, together with reasonable estimates of costs associated with those options. This information will assist the City in its decision-making process with respect to the funding of the development of an indoor water park.

3.1.2 Secondly, the EOI&Q will provide the City with information necessary to evaluate the qualifications and proposals of Proponents. The City will evaluate and select a short-list of qualified Proponents and Proposals for the design, construction, and operation of an indoor water park, and select a preferred Proponent for funding.

4. FACILITY DESIGN REQUIREMENTS

4.1 The indoor water park is expected to have a building footprint of approximately 55,000 to 70,000 square feet with a minimum capacity of approximately 600 persons, and is to be located in immediate proximity to major public transportation and City transit routes.

4.2 Additional information and detail in regards to the City of Winnipeg's requirements for an indoor water park can be found in Schedule "A" – Facility Design & Components Parameters.

4.3 Proponents shall clearly identify how their EOI&Q Proposal addresses these requirements.

5. BUILDING FUNCTIONALITY

5.1 In developing their EOI&Q Proposal, Proponents will consider the following aspects of building functionality:

- (a) The facility shall be designed for year round operations;
- (b) Consistent with Council adopted policies in *Plan Winnipeg: 2020 Vision*, the facility should incorporate environmentally-friendly practices in construction, and should promote energy-efficiency in its operations. The facility shall adopt elements of the (Leadership in Energy and Environmental Design) "Silver Level" program to achieve energy efficiencies, reduce the impact on the environment, and to reduce long term operational and maintenance costs.
- (c) The design and construction of the facility should conform to the City of Winnipeg's Universal Design Policy and Universal Design Standards, which can be found at

http://winnipeg.ca/ppd/Universal_Design.stm, and as assessed by the City's Universal Design Coordinator.

- (d) Cost estimates will provide for a completed facility that is ready for occupancy, including the provision of all finishes, signage, etc. However, furniture and fitness equipment need not be included in the estimates.

5.2 Proponents shall clearly identify how their EOI&Q Proposal addresses these requirements.

6. SITE DEVELOPMENT

6.1 The EOI&Q Proposal must identify a proposed site within the City of Winnipeg.

6.2 While the City will evaluate all proposed sites, preference will be given to the following:

- (a) Sites located within downtown Winnipeg as defined by Bylaw 100/2004 <http://winnipeg.ca/clkdmis/DocExt/ViewDoc.asp?DocumentTypeId=1&DocId=1770&DocType=C>;
- (b) Sites adjacent to existing major amenities and / or destinations;
- (c) Sites that are part of a larger development concept, such as a destination development

6.3 The site should be, at a minimum, of sufficient size to accommodate the indoor water park together with suitable parking facilities. Ideally, it should be a minimum of 5-8 acres; however, sites that are smaller due to integration with a destination development, adjacent existing major amenities and/or destinations, or locations within Downtown Winnipeg will also be evaluated.

6.4 The EOI&Q Proposal shall identify and quantify all costs associated with development of the site and indoor water park. This includes, but is not necessarily limited to: the cost of the land; the provision of sewer, water, and storm water services; electrical servicing; road access, service access, and parking; physical construction of the facility, landscaping surrounding the building and parking lot; and signage.

6.5 If the Proponent is proposing to construct the indoor water park as part of a larger development concept, the Proponent will identify the total costs of the larger development concept separately from those costs associated with the indoor water park described in 6.4. Note that costs associated with the development of any buildings or structures other than the indoor water park are outside the funding agreement parameters of this EOI&Q.

6.6 Due to the timelines involved for the delivery of a functional facility, Proponents are advised that sites that require a rezoning or Plan Winnipeg Amendment for development of this Project will have to demonstrate how they can meet the desired facility opening deadline outlined in 8.1(p).

6.7 Proponents are invited to submit proposals for more than one site, or concept. Such Proposals should be submitted separately.

7. FACILITY MANAGEMENT

7.1 The Indoor Water Park is to be a privately owned and operated facility. The requirements associated with the City funding for the Project are for the successful Proponent to:

- (a) Enter into a Funding Agreement with the City of Winnipeg, satisfactory to the City's Chief Administrative Officer;

- (b) Enter into a Public Access Agreement with the City of Winnipeg, satisfactory to the City's Chief Administrative Officer. The base parameters of the Public Access Agreement can be found in Schedule "B" – Public Access Agreement Parameters;
- (c) Enter into a Non-competition Agreement with the City of Winnipeg learn-to-swim programs, fitness programs, active living programs, active living passes, and active living or fitness facilities available to the general public;
- (d) Identify how the Project will acknowledge the City of Winnipeg's capital investment in the facility; and
- (e) Identify how the City of Winnipeg's capital investment in the facility will be protected for the duration of the Public Access Agreement.

8. EOI&Q PROPOSAL SUBMISSION

8.1 The EOI&Q Proposal Submission shall include:

- (a) A description, including expertise and experience, of the proposed team members and team organizational structure, including principal-in-charge;
- (b) A Proposal Deposit in accordance with 2.1.
- (c) Evidence of their ability to provide an Irrevocable Letter of Credit, in accordance with 2.2.
- (d) A list of three references, at a minimum, who have served in a client capacity for the Proponent or its members – provide names of individuals and contact information;
- (e) A letter from a financial institution demonstrating that the Proponent has sufficient financial backing to bring the project to fruition;
- (f) A description of a proposed site with information related to its potential for development including location, dimensions, area, existing zoning and use, Plan Winnipeg designation, land ownership, etc.;
- (g) Evidence that the Proponent has legal interest in the subject site, i.e. Certificate of Title or executed copy of Offer to Purchase;
- (h) A design concept with sketches of floor plans and exterior perspectives at a minimum, including a site plan;
- (i) A description of the indoor water park and building including, in particular, all assumptions related to the type of structure, materials, and finishes together with approximate room sizes and occupation capacity of the various components of the indoor water park and building;
- (j) An estimate and breakdown of project capital costs and all associated costs including but not necessarily limited to bond fees, insurance costs, all development and building permits, all design fees, all contracting fees, a 20% contingency, and all applicable taxes including G.S.T.;
- (k) A description as to how the Proponent will acknowledge the City of Winnipeg's capital investment in the facility;
- (l) A description as to how the City of Winnipeg's capital investment in the facility will be protected for the duration of the Funding & Public Access Agreements;
- (m) Details of the daily guaranteed hours for public access to the indoor water park pursuant to the Public Access Agreement;
- (n) Details of the admissions and/or in kind services to be provided to the City pursuant to the Public Access Agreement;
- (o) The amount of funding being requested from the City, which amount must not exceed \$7,000,000.00;

- (p) A project schedule for the Water Park including cash flow amounts/milestones for funding payments being requested from the City in order to deliver such a project to an operational status by the specified date. There is an expectation for the indoor water park to achieve an operational status by **July 1, 2011** (such date **may** be extended in writing to a date which is mutually agreed to by the City and the Proponent).
 - (q) The name and contact information (address, phone, fax, and email) of the individual who will act as the Proponent's principal contact throughout the EOI&Q process.
- 8.2 The City may require the Proponent to clarify any portion of its EOI&Q Proposal. Responses to such requests shall be in writing and shall become part of the EOI&Q Proposal. Failure to respond in writing within 3 Business Days or such longer time period specified by the EOI&Q Evaluation Committee may be cause for rejection.
- 8.3 Notwithstanding 9.4, but with the exception of compliance with 11.5, if a Proposal is not strictly in accordance with any provision of the EOI&Q, the City may at its option:
- (a) If, in the City's opinion, the non-conformance is immaterial, waive the non-conformance; or
 - (b) If the non-conformance is an omission, but not material, the City may in its discretion, give the Proponent up to five (5) Business Days to provide the omitted material; or
 - (c) If, in the City's opinion, the non-conformance is material, reject the submission.

9. EVALUATION OF EOI&Q PROPOSALS

- 9.1 EOI&Q Proposals will be evaluated on the basis of broad financial, operational, recreational, and strategic merit to the City, and according to the criteria listed in Schedule "C" – EOI&Q Evaluation Parameters.
- 9.2 The EOI&Q Proposals will be reviewed and evaluated by an Evaluation Committee comprised of members of the Public Service.
- 9.3 Right to Reject - The City reserves the right to reject any or all EOI&Q Proposals.
- 9.4 Notwithstanding 8.3 where the Proponent fails to submit the required information, the Proposal may be evaluated with a zero (0) rating applied to that category or item.

10. ANTICIPATED PROCESS

PHASE I – EOI&Q EVALUATION

- 10.1 The Proponents are advised to present their best Proposal. The City will only negotiate with a short list of Proponents submitting, in the City's opinion, the most advantageous Proposals.
- 10.2 The City will review, and clarify as required, all EOI&Q Proposals received. If the City determines that none of the EOI&Q Proposals submitted are acceptable, the EOI&Q process may be terminated and the Proponents so notified.
- 10.3 After completion of the Phase I evaluation of all EOI&Q Proposals, the City will short list the Proposals that are considered to have the most merit and benefits for the City and will prepare and submit a report, to the Executive Policy Committee, recommending negotiations with the short-listed Proponent(s) or not to proceed with the Project. If approval for negotiations is granted, the City will contact those short listed Proponents and commence negotiations in accordance with 10.4 and 10.5 Phase II – Negotiations.

- 10.3.1 The Proposal Deposits of the Proponents who are not shortlisted will be returned at this time.

PHASE II – NEGOTIATIONS

- 10.4 The City reserves the right to negotiate details of the Proposals from the short listed Proponents in Phase II - Negotiations. The City may enter into negotiations with one or more Proponent(s) without being obligated to offer the same opportunity to other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- 10.5 If within 2 months from undertaking Phase II – Negotiations the City is unable to negotiate satisfactory arrangements with at least one Proponent, the City may terminate the EOI&Q process and so notify the Proponents. The City shall have no obligation to enter into a final agreement with any Proponent.
- 10.6 Notwithstanding any other section of the EOI&Q, the City may, in its sole discretion, at any time by written notice, terminate the EOI&Q or, after the selection of the preferred Proponent, elect not to proceed and by written notice terminate the Project procurement process. After termination as described above, the City will be under no obligation to any Proponent.
- 10.7 Proponents are advised that funding for the indoor water park is subject to City Council approval.
- 10.8 Upon completion of Phase II, the Evaluation Committee will prepare and submit a report to the Executive Policy Committee with a recommendation to proceed with an agreement for an indoor water park with the preferred Proponent, or not to proceed with agreement pursuant to this EOI&Q. If Council approves funding and a decision is made to proceed, the City will enter into a Funding Agreement, a Public Access Agreement and a Non-Competition with the successful Proponent for the indoor water park.
- 10.8.1 If the successful Proponent does not in a timely manner provide the Irrevocable Standby Letter of Credit for \$7,000,000.00 and sign the Funding, Public Access and Non-Competition Agreements, after the funding has been approved by Council, the City reserves the right to discontinue the negotiations, cancel the funding and retain the \$100,000.00 Proposal Deposit.
- 10.9 However, if the City determines that none of the short listed Proposals are acceptable, the EOI&Q process may be terminated and the Proponents will be so notified.

11. SUBMISSION OF EOI&Q PROPOSALS

- 11.1 Proponents shall submit one (1) unbound original (marked “original”) and six (6) copies (standard 8.5 x 11) plus one (1) copy in an MS Office compatible electronic format on a standard CD or DVD. If there is any discrepancy between the electronic version and the unbound original hard copy, the original hard copy shall take precedence.
- 11.2 Each requirement should be addressed separately and be clearly marked.
- 11.3 The City reserves the right to make additional copies of all submissions for the evaluation process and to provide such copies to its staff.
- 11.4 Proponents shall submit their EOI&Q Proposals in accordance with 11.1 and 11.2, in an envelope clearly marked with “ EOI&Q 379-2009 Indoor Water Park” and the Proponent’s name and address to:

The City of Winnipeg
Corporate Finance Department

Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

- 11.5 The submission deadline for EOI&Q Proposals is **4:00 p.m. Winnipeg Time, July 20, 2009**.
- 11.6 EOI&Q submissions determined by the Manager of Materials to have been received later than the EOI&Q deadline will not be accepted and returned upon request.
- 11.7 The Contract Administrator or the Manager of Materials may extend the submission deadline by issuing an Addendum at any time prior to the Submission Deadline in accordance with 15.1.
- 11.8 EOI&Q Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- 11.9 EOI&Q Proposals will not be opened publicly.

GENERAL CONDITIONS

12. NO CONTRACT

- 12.1 **This is an inquiry only. By submitting an EOI&Q Proposal and participating in the process as outlined in this EOI&Q. Proponents expressly agree that no contract of any kind is formed under, or arises from this EOI&Q and that no legal obligations will arise.**

13. PROPONENT'S COSTS AND EXPENSES

- 13.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting an EOI&Q Proposal and participating in the request for EOI&Q including the provision of any additional information or attendance at meetings.

14. OWNERSHIP OF PROPOSALS

- 14.1 The City will be entitled to retain all Proposals in response to this request for EOI&Q 379-2009 without pay or compensation. However, the site plan if provided, floor plan, exterior perspective, and other information provided as part of the design concept will be used for evaluation purposes only. Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) and that any documents or other records provided to the City may, by law, be subject to disclosure.

15. RIGHT TO ALTER

- 15.1 The City reserves the right to at any time prior to the Proposal submission deadline, issue Addenda correcting errors, discrepancies or omissions, alter any of the conditions and criteria outlined in this EOI&Q, or clarify the meaning or intent of any of the provisions therein, by posting Addenda on Bid Opportunity page at the City of Winnipeg, Corporate Finance, Material Management Branch internet website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- 15.2 The Proponent is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Branch internet site for Addenda regularly and shortly before the submission deadline.

16. GOOD FAITH DECLARATION

16.1 The Proponent declares that, in submitting its EOI&Q Proposal, it does so in good faith and that to the best of its knowledge no member of Council or any officer or employee of the City would have any pecuniary interest, direct or indirect, should the Proponent enter into an agreement with the City.

17. NO LOBBYING

17.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this EOI&Q process is strictly prohibited. Failure to comply with this provision may result in disqualification from the EOI&Q process or, if the City becomes aware of your breach of this provision during evaluation, disqualification from the evaluation process.

18. CONFIDENTIALITY

18.1 Information provided to a Proponent by the City, or acquired by way of further enquiries or through investigation, is strictly confidential. Such information shall not be used or disclosed by the Proponent in any way without the prior written authorization of the City.

18.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the EOI&Q to the media or to any member of the public without the prior written authorization of the Director of the Planning, Property and Development Department.

18.3 Disclosure of the details of the successful Proposal is in the sole discretion of the Council of the City of Winnipeg, or its Designated Authority. The City may be obligated to disclose the name of the successful Proponent and amount of City funding after approval by the Standing Policy Committee on Property & Development and / or the execution of the Funding and Public Access Agreements.

18.4 The Proponent shall comply with all laws, by-laws, ordinances, regulations, codes and orders of authorities having jurisdiction which are or come into force during the term of this Project, including without limiting the generality of the foregoing, all legislation governing their industry of activity and those of the parties to their business offering.

19. CONTRACT ADMINISTRATOR

19.1 All enquiries should be directed to:
Contract Administrator
Joedi Pruden, BA, CRA, FRI(E)
A/Land Enhancement Coordinator
Real Estate Division
Planning, Property and Development Department
2nd Floor, 65 Garry Street
Winnipeg, Manitoba R3C 4K4
Tel: (204) 986-7533
Fax: (204) 944-8476

20. ENQUIRES

20.1 All enquiries shall be directed to the Contract Administrator identified in 19.1.

20.2 If the Proponent finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

- 20.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the submission deadline.
- 20.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- 20.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- 20.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to Section 20.1 unless that response or interpretation is provided by the Contract Administrator in writing.

Schedule “A” - Facility Design & Components Parameters

- A1. The indoor water park facility is expected to occupy a footprint of 55,000-70,000 square feet with a capacity of approximately 600 persons, and is to be adjacent to or in immediate proximity of major transportation and transit routes. Within the identified facility size, the following are the **minimum** components that the facility must have:
- (a) An entrance, lobby, reception and change rooms consisting of male, female and family change rooms;
 - (b) One wave pool of up to 5,000 square feet;
 - (c) One lazy river with a minimum 100 foot run and a symbiotic relationship with other components;
 - (d) One swirl pool with an approximately 30 person capacity or two swirl pools, one adult focused and one child focused each with an approximately 15 person capacity;
 - (e) One children’s activity pool/water play zone of approximately 2000 square feet;
 - (f) Three to five water slides, with a minimum of one tube slide, and two to four body slides;
 - (g) Viewing towers;
 - (h) Master Blaster (water coaster) or equivalent;
 - (i) Corkscrew (vortex) slide or equivalent; and
 - (j) Surf Rider (deep water sheet wave attraction) or equivalent.
- A2. Additional amenities such as fitness areas or arcades will not be considered to be included in areas to meet the identified facility size of 55,000-70,000 square feet.

Schedule “B” - Public Access Agreement Parameters

PUBLIC ACCESS

- B1. The Proponent is required to enter into a formal Public Access Agreement satisfactory to the City’s Chief Administrative Officer, which recognizes the contribution of public funds in the construction of the facility. The Agreement shall be in effect up to 25 years and include the following terms to ensure the overall community benefit of the facility:
- (a) The Proponent shall provide the City of Winnipeg on an annual calendar basis, an annual subsidy valued at \$700,000 for free public admission to the facility. This shall be in the form of daily admission vouchers/and or in kind services
 - (b) A maximum of 14 closure days for annual maintenance or repairs.
 - (c) The Proponent is not required to accept free or discounted admissions provided to the public by the City on recognized statutory holidays or long weekend resulting from a statutory holiday. For the purposes of this agreement Statutory holidays include New Year’s Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, and Christmas Day.
 - (d) The Proponent is required to provide on a quarterly basis commencing for the period ending on the 3rd complete month following the date of completion of the facility and continuing quarterly thereafter, the number of vouchers used, operating hours, and planned closures.
 - (e) The Proponent shall provide and maintain commercial general liability insurance, in the amount of at least twenty-five million dollars (\$25,000,000.00) inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Annual general aggregate limit, if any, must not be less than \$25,000,000. Aggregate limit can be achieved through primary or umbrella liability insurance. Said policy will also add The City of Winnipeg as an additional insured and shall also contain contractual liability and a cross-liability clause.
 - (f) The City will not provide operating dollars to support public access to the facility.
 - (g) The Proponent shall guarantee public access to the facility for a period of up to twenty five (25) years. Further, the City may register and maintain a caveat against the Lands on which the indoor water park is constructed, to ensure the performance of covenants contained within the Public Access Agreement. The Proponent may be required to grant the City interest in these lands.
 - (h) The Proponent shall retain the right to refuse access to the facility.

Schedule “C” - EOI&Q Evaluation Parameters

- C1. EOI&Q Proposals will be evaluated on the basis of broad financial, operational, recreational, and strategic merit to the City, and according to the following primary and secondary criteria:

PRIMARY CRITERIA

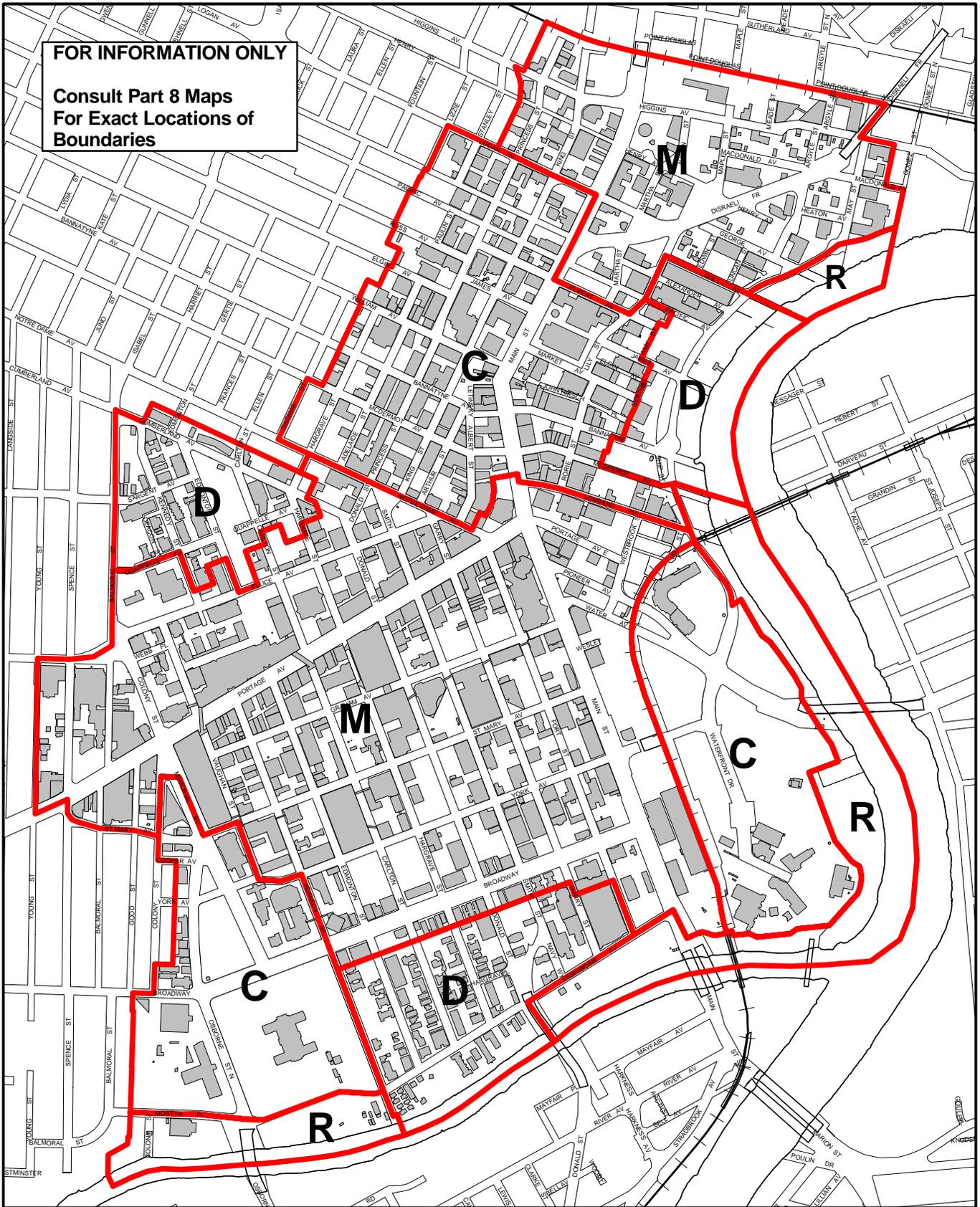
1. Proponents must comply with Sections 2.1 and 8.1(c) and(e) of this EOI&Q
2. Completeness of the EOI&Q Proposal, that is, provision of all of the components identified in Sections 4 through 8;
3. Expertise of the members of the Proponent's Team;
4. Experience of the members of the Proponent's Team;
5. Conformance with the Facility Design & Components listed in Schedule “A”;
6. Conformance with the Public Access Agreement Parameters listed in Schedule “B”;
7. Conformance with Plan Winnipeg & Zoning By-Laws;
8. Overall Facility & Architectural Design, Site Plan, and strength of design concept;
9. Strength of the site development Proposal, including Project location;
10. Access to major public transportation routes, City transit, and parking;
11. Integration with surrounding properties and neighbourhood;
12. Financial Costs and Benefits to the City of Winnipeg;
13. Utilization of environmentally-friendly practices in construction, and promotion of energy-efficiency in operations;
14. Conformance with the City of Winnipeg's Universal Design Policy and Universal Design Standards.

SECONDARY CRITERIA:

15. Greenspace and landscaping;
16. Utilities and Infrastructure Servicing.

Schedule "D" - Downtown Boundaries Map

FOR INFORMATION ONLY
Consult Part 8 Maps
For Exact Locations of
Boundaries



SECTOR MAP

By-Law No. 100/2004

- | | |
|------------------------------|---------------------------------|
| M Multiple-Use Sector | D Downtown Living Sector |
| C Character Sector | R Riverbank Sector |



SCHEDULE "E": IRREVOCABLE STANDBY LETTER OF CREDIT

(Date)

The City of Winnipeg
Corporate Support Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: SECURITY – RFQ 379-2009

WITH RESPECT TO THE DESIGN, CONSTRUCTION, AND OPERATION OF AN
INDOOR WATERPARK

Pursuant to the request of and for the account of our customer,

(Name of Proponent)

(Address of Proponent)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian
dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts

drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per:

(Authorized Signing Officer)

Per:

(Authorized Signing Officer)