



Winnipeg Parking Authority • Direction du stationnement de Winnipeg

**REQUEST FOR EXPRESSIONS OF INTEREST AND PROPOSALS FOR THE  
INVESTMENT STRUCTURE, DESIGN, CONSTRUCTION AND FINANCING OF THE  
JAMES AVENUE PARKADE**

**No. 272-2011**

*The Winnipeg Parking Authority (WPA), a Special Operating Agency of the City of Winnipeg (City), is seeking a Proponent to develop and present a proposal which will bring private sector experience to the design, construction, financing, operation and maintenance of the WPAs James Avenue Mixed-Use and Parkade project (the Project). The contemplated proposal will plan for equity contributions by WPA and the Proponent in a legal structure that limits legal liability, maximizes financial return to the Proponent, preserves capital to the WPA and provides an exit strategy for the WPA from the Project.*

**1. PURPOSE OF THIS REQUEST**

- 1.1. The WPA is seeking proposals for the design, construction, financing, operation and maintenance of a mixed-use development and parking structure (the Parking Facility) for a site that is situated in the heart of the City's cultural district and that is complimentary to the area.
- 1.2. The minimum requirement for parking is 450 parking stalls. This is the minimum specification, however, the WPA will also entertain proposals that include additional residential or commercial components above or at grade that meet the requirements outlined in Schedule A.
- 1.3. This Request for Expressions of Interest and Proposals (EOI&P) is designed to allow the WPA to identify developers with the creativity, expertise, financial commitment and capacity to work with the WPA to undertake this Project. The WPA will invest up to five million dollars (\$5,000,000) to take an equity position in this Project.
- 1.4. The WPA seeks to determine the extent of interest and identify a Proponent for this Project.

**2. BACKGROUND**

- 2.1. The City has traditionally provided fee-based on-street and off-street parking and enforcement operations.
- 2.2. The WPA was created as a Special Operating Agency (SOA) of the City by City Council on January 1, 2005 for the purpose of managing all current and future parking and enforcement operations for the City.

- 2.3. Included in this mandate was a requirement to investigate and introduce, where appropriate, new facilities to aid in downtown development. The WPA, in an effort to fulfill this mandate, seeks an improved basis under which to procure required design and construction services and alternative options for financing the construction of parkade projects
- 2.4. The WPA has identified a potential location on James Avenue in the East Exchange district and is soliciting proposals for the development of the Parking Facility. Sites that are within close proximity (as determined by the WPA) will be considered.
- 2.5. The WPA must advance and provide for timely completion of this Project to support redevelopment of the East Exchange District, the expanded need for parking to accommodate the relocation of Sport Manitoba, the expansion of the Manitoba Museum, the development of the James Avenue Pumping Station, the Harbourmaster Site, and the conversion of vacant James Avenue and Market Avenue properties into residential units. The WPA anticipates completion of the Project in 2012.
- 2.6. Proponents are advised that Montrose Mortgage Corporation provided information to the City that was used in the development of this EOI&P. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because the information provided is fully disclosed in the EOI&P document, and the organization will have no advantage or will not likely have a perceived advantage for having provided this information.
- 2.7. As a result of their retainers with the City on this Project, Duboff, Edwards, Haight and Schacter are not eligible to be a Proponent, participate as team members of a Proponent, or act as advisors to a Proponent or to any of its team members or to otherwise participate in the development and preparation of Proposals for the Project. A Proponent may be disqualified if the above-noted ineligible persons participate in the development and preparation of the Proponent's Proposal for this Project.

### **3. OBJECTIVES**

- 3.1. No financial or performance guarantees will be provided by the City or WPA for the Project. The WPA's financial contribution to the construction and operation of the Parking Facility shall be limited to its initial capital contribution of up to five million dollars (\$5,000,000). The Proponent's capital investment in the Parking Facility shall be at least equal to that of the WPA.
- 3.2. The City's interest in the Project is for the Parking Facility to be developed with specified minimum criteria (area, number of spaces, design elements and components acceptable to WPA) consistent with the minimum specifications in 1.2 and Schedule A. Any addition to the Project beyond the development of the Parking Facility will be wholly the responsibility of the Proponent and the City will take no equity position in that addition to the Project.
- 3.3. There will be a right available to the Proponent whereby the interests of the WPA in the Project can be called (bought) at any time for a price equal to a return of capital to WPA combined with a return on capital to WPA at least equal 6% per annum or the City's cumulative cost of Capital project borrowing.
- 3.4. WPA will have the right to Put its interest in the Project to the Proponent for a price equal to a repayment of its capital contribution. The Put may be

exercised by WPA at such time as the equity in the Project (calculated based on the outstanding long term debt on the Project relative to the appraised value of Project) following the exercise of the Put by WPA exceeds 50% of appraised value of the Project.

- 3.5. WPA will have the right to appoint 49 % of the representatives sitting on the board of directors of the body operating the Parking Facility.

#### **4. PROPONENT ROLE**

- 4.1. The Proponent and WPA are to develop a superior design for the Parking Facility, minimize cost and schedule overruns and, accordingly, maximize value for Winnipeg's citizens.
- 4.2. The Proponent is expected to bring the highest available level of resources, skill and experience to deliver :
- a) the most efficient utilization of space;
  - b) aesthetic integration of the Parking Facility with the surrounding area;
  - c) appropriate operating and maintenance planning to assure a quality asset over its 50 year expected life cycle;
  - d) operating and maintenance obligations as identified by WPA;
  - e) capacity to incorporate future technologies e.g. installation of charging stations for Plug-in Hybrid Electric Vehicles and Battery Electric Vehicles;
  - f) integration of crime prevention elements of the Parking Facility which integrate environmental design standards into the development.

#### **5. SUBMISSION REQUIREMENTS ( TO BE PROVIDED BY PROPONENTS)**

- 5.1. Each Proponent responding to this EOI&P should:
- a) identify the lead member(s) of the Proponent's team;
  - b) provide the name and contact information (address, phone, fax and email) for the individual who will act as the Proponent's principal contact throughout the EOI&P process;
  - c) identify members of the Proponent's development team, and their role (such identification to include and describe Firms and their principals, officers, directors, engineers, architects, key staff and other third parties that comprise its development team).
  - d) identify the legal entity that will carry out the development on behalf of the Proponent and enter into agreements with the City, its ownership structure, including specific reference to whether the Proponent/Developer has other business interests or is an entity created specifically for the project;
  - e) demonstrate very high level, proven technical and practical experience of the Proponent and proposed key personnel in all of the following disciplines:
    - (i) Parkade Design – provide examples to demonstrate experience in leading edge design integrating environmental and safety elements;
    - (ii) Engineering – provide examples to demonstrate experience relating to all aspects of engineering used in parkade developments, including upgrade, expansion and remedial work;

- (iii) Project management – provide examples to demonstrate that it has the capacity and experience to deliver the Project, on scope, on time and on budget. In this manner, the Proponent shall provide descriptions of at least three (3) projects of comparable complexity (two of which must be complete and operational) in which the Proponent was engaged as principal developer or as lead member of a development team within the last ten years. Identified projects should demonstrate construction cost in excess of twenty million dollars (\$20,000,000);
- (iv) Construction Experience – provide examples to demonstrate significant construction experience associated with similar projects;
- (v) Operations/Maintenance – provide examples to demonstrate experience in the operations and maintenance of at least three (3) similar projects which have been in operation for not less than 10 years. It is anticipated that the Proponent will provide operations and maintenance services while the WPA will provide the management of the facility;
- (vi) Associated Experience – provide examples to demonstrate other experience in similar projects;
- (vii) Financing Models / Financial Capacity – provide examples of strategic partner financing arrangements and examples of specific project financing arrangements within its experience and demonstrate capacity and experience as follows:

5.1.1.vii.1. The Proponent shall provide financial statements with detailed supporting notes for the last three (3) immediately prior fiscal periods.

Proponents wishing to submit a non-disclosure agreement related to their audited financial statements must enclose the audited financial statements in a sealed envelope with the non-disclosure agreement (NDA) attached to the outside. If the Evaluation Committee, in its sole discretion, determines that the non-disclosure agreement is unacceptable, the Proponent will be so advised and the sealed envelope will be returned to the Proponent.

If the NDA is determined to be unacceptable and the sealed envelope is returned to the Proponent, the Evaluation Committee may determine that they do not have sufficient information to evaluate the Proposal.

5.1.1.vii.2. The Proponent must warrant that neither it nor any of its shareholders filed for bankruptcy or been adjudged insolvent at any time within the past five (5) years.

5.1.1.vii.3. The Proponent must provide letters from at least two financial institutions confirming that these institutions will give favourable consideration for the financing of the Project having a magnitude of approximately twenty million dollars (\$20,000,000) (based on a preliminary estimate initial equity of \$10,000,000 with \$5,000,000 of the equity contributed by the Proponent). Alternatively, the Proponent may provide a comfort letter from an independent chartered accountant

stating that the Proponent has sufficient liquidity to finance the Project without third party funding.

5.1.1.vii.4. The Proponent must submit evidence substantiating the information provided and describe examples for the interim and long term financing that it has arranged for three (3) comparable projects within the last ten years. A comparable project must have had a capital construction cost exceeding twenty million dollars. The Proponent must demonstrate that each example is comparable to this Project in terms of the complexity of the financing structure and the amounts involved.

- f) provide reference names, addresses, phone and email for each example provided in response to 5.1(e) including a knowledgeable contact person (s) at each financial institution(s).
- g) provide documentation to support any experience the proposed key personnel identified in 5.1(e) has in delivering comparable projects.
- h) provide conceptual design, including site diagram consistent with the requirements outlined in Schedule A, and contemplating the WPA's desire for optimized capital and operating costs ;
- i) provide preliminary Operating and Maintenance Programs considering the requirements as outlined in Schedule A and the WPA's requirement for efficiency of operations;
- j) provide a schedule for the Project, including cash flow amounts/milestones for funding payment being requested from WPA in order to deliver the Project considering the City's objectives outlined in 2.5.
- k) propose structure of the Venture , citing terms, conditions and business arrangements, considering requirements of the successful Proponent as set out in Schedule C and an Operating and Maintenance Agreement considering the requirements as outlined in Schedule A, and given the WPA's general requirements;
- l) propose private sector options for financing the Project;
- m) provide a complete pro-forma of income and expenses in relation to the operation of the Parking Facility. The pro-forma shall include:
  - a) All revenues from monthly and casual parking, complete with daily rental projections and sensitized for both best and worst case scenarios; and
  - b) All expenses related to the ongoing operations of the Parking Facility, including projections for repairs and maintenance, capital expenditures, staffing, etc. over a ten (10) year period.
- n) provide a financial assessment of net proceeds of complimentary business opportunities that relate to the Project and any directly related development that will be beneficial to the City.

5.2. 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 fifty thousand dollars (\$50,000) issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg.

- 5.5.1 The Proposal Deposit of unsuccessful Proponents will be returned at such time as:
- (a) WPA has determined that they will not enter negotiations with the Proponent; or
  - (b) WPA has concluded negotiations and determined not to enter into an agreement with the Proponent.
- 5.5.2 The Proposal Deposit of the Proponent which has been selected as the successful Proponent to carry out the Project will be returned at such time as an irrevocable Standby Letter of Credit for five million dollars (\$5,000,000) is provided to the City.
- 5.5.3 The irrevocable standby Letter of Credit for five million dollars (\$5,000,000.00) will be returned when the parking facility has reached operational status and confirmation that the Proponent has contributed its five million dollars (\$5,000,000.00) to the Project.
- 5.3. Proponents are advised that WPA will not consider submissions that require any form of financial support from the City including:**
- (a) A mortgage or loan guarantee from the City;**
  - (b) Any other sources of City funds or similar financial contributions; and**
  - (c) Any City contribution towards on-site or off-site improvements and infrastructure.**

## **6. SUBMISSION INFORMATION**

- 6.1. The **Deadline for Submissions** in response to this EOI&P shall be:
- 4:00 pm Winnipeg Time, May 24, 2011**
- 6.2. EOI&P Submissions determined by the Manager of Materials to have been received later than the Submission Deadline may not be accepted and will be returned upon request.
- 6.3. The Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in 6.2.
- 6.4. Each Proponent should submit:
- a) One (1) original unbound hard copy of its entire EOI&P Submission;
  - b) Five (5) additional hard copies of its EOI&P Submission; and
  - c) One (1) copy of its EOI&P Submission in an MS Office compatible electronic format.
- Each hard copy in 8.5" x 11" format, not to exceed the depth of a three (3) inch D-Ring binder with the Proponent's name and contact information and "EOI&P– James Avenue Parkade" clearly marked and visible on the front cover of each copy of the EOI&P Submission.
- 6.5. Interested parties should submit their EOI&P Submission in a sealed package clearly marked **EOI&P No. 272-2011**.
- 6.6. EOI&P Submissions shall be delivered to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division

- 6.7. EOI&P Submissions should be received by the Deadline for Submissions indicated in 6.1.

## **7. ANTICIPATED PROCESS**

### **PHASE 1 – EVALUATION**

- 7.1. EOI&P Submissions will be evaluated on the basis of broad financial, operational, and strategic merit to the City, and according to the criteria listed in Schedule “D” – EOI&P Evaluation Criteria.
- 7.2. The EOI&P Submissions will be reviewed and evaluated by an Evaluation Committee comprised of members of the Public Service.
- 7.3. Right to Reject - WPA reserves the right to reject any or all EOI&P Submissions.
- 7.4. Notwithstanding 6.2 where the Proponent fails to submit any information specified in this EOI&P document as required information, the EOI&P Submission may be evaluated with a zero (0) rating applied to that category or item.
- 7.5. WPA will review, and clarify as required, all EOI&P Submissions received under Phase 1 of this evaluation. If WPA determines that none of the EOI&P Submissions submitted are acceptable, the EOI&P process may be terminated and the Proponents so notified.
- 7.6. After completion of the Phase 1 evaluation of all EOI&P Submissions, WPA will short list the Proposals that are considered to have the greatest prospect of successfully accomplishing the objectives of WPA and will commence negotiations with the short-listed Proponent(s) in accordance with Phase II – Negotiations, or determine not to proceed with the Project.

### **PHASE II – NEGOTIATIONS**

- 7.7. The Proponents are advised to present their best EOI&P Submission. WPA will only negotiate with a short list of Proponents whom, in the City’s opinion, most are most likely to fulfill the WPA and the City objectives and criteria for the Project.
- 7.7.1 The Proposed Deposits of the Proponents who are not shortlisted will be returned at such time as they are notified that they are not on the short list
- 7.8. WPA reserves the right to negotiate details of the Proposals from the short listed Proponents in Phase II - Negotiations. WPA 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. WPA shall incur no liability to any Proponent as a result of such negotiations.
- 7.9. If within 2 months from undertaking Phase II – Negotiations WPA is unable to negotiate satisfactory arrangements with at least one Proponent, WPA may terminate the EOI&P process and so notify the Proponents. WPA shall have no obligation to enter into a final agreement with any Proponent.
- 7.10. Notwithstanding any other section of the EOI&P, WPA may, in its sole discretion, at any time by written notice, terminate the EOI&P 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, WPA will be under no obligation to any Proponent.

**7.11. The successful Proponent(s) identified in Phase II of the evaluation will provide the documentation detailed in Schedule B.**

7.12. Following the Phase II of the evaluation, the Chief Operating Officer of the WPA will prepare and submit a report to the Chief Administrative Officer of the City and Executive Policy Committee with recommendations to proceed or not to proceed with an agreement pursuant to this EOI&P.

7.13. Upon City Council approval of the aforementioned recommendation WPA will commence with the applicable and required Agreements with the successful Proponent for the Project.

7.14. If the successful Proponent does not in a timely manner provide the Irrevocable Standby Letter of Credit for five million dollars (\$5,000,000) and sign the applicable and required Agreements after Council approval, WPA reserves the right to discontinue the negotiations and retain the fifty thousand dollars (\$50,000) Proposal Deposit.

**8. ENQUIRIES**

8.1. For confidential responses, all enquiries should be directed to:

**Randy Topolniski**

Acting Chief Operating Officer

Winnipeg Parking Authority

495 Portage Avenue,

Winnipeg, Manitoba R3B 2E4

Email: [WPA-Bid@winnipeg.ca](mailto:WPA-Bid@winnipeg.ca)

Phone: (204) 986-7935

Fax: (204) 986-5155

**9. SUBMISSION CLARIFICATIONS**

9.1. The WPA may request that a Proponent clarify any portion of its EOI&P Submission. Responses to such requests shall be in writing and shall become part of the EOI&P Submission.

**10. PRIVILEGE CLAUSE**

10.1. Notwithstanding any other provision in this EOI&P, The WPA may, in its sole discretion, at any time by written notice, terminate the EOI&P, and by written notice terminate the Project as presently contemplated.

10.2. Upon termination as described above, the WPA will be under no obligation to any Proponent. In any such event, the WPA may at its sole discretion, decide not to proceed with the Project or proceed with it by any other procurement means or delivery model it may deem fit.

10.3. The WPA further reserves the right to selectively identify on the basis of demonstrated qualifications and experience, some, but not all, Proponents who respond to this EOI&P for participation in the Project.

**11. NO CONTRACT**

11.1. This is an inquiry only. By responding to this with a written EOI&P Submission or otherwise participating in the process as outlined in this EOI&P, each Proponent expressly agrees that no contract of any kind is formed under, or arises from this EOI&P and that no legal obligations as between any one or more of the Proponents and the WPA will arise.

**12. PROPONENTS COSTS AND EXPENSES**



- 12.1. Each Proponent is solely responsible for its own costs and expenses in preparing and submitting a response to this EOI&P and participating in the EOI&P including the provision of any additional information or attendance at meeting or interviews.
- 12.2. Proponents are advised that the WPA will not consider EOI&P Submissions made in response to this EOI&P that require any further form of financial support from the WPA other than as expressly provided for in this Request.

**13. OWNERSHIP OF SUBMISSIONS**

- 13.1. The WPA will be entitled to retain all EOI&P Submissions received in response to this EOI&P without pay or compensation. Proponents are advised that the WPA and the City are subject to The Freedom of Information and Protection of Privacy Act (Manitoba) and that any documents or other records provided to the WPA may, by law, be subject to disclosure.

**14. RIGHT TO ALTER**

- 14.1. The WPA reserves the right to alter any of the conditions and criteria outlined in this EOI&P, including the deadline for submissions, by posting addenda on the City of Winnipeg website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- 14.2. It is the responsibility of each Proponent to ensure that any possible addenda have been reviewed.

**15. GOOD FAITH DECLARATION**

- 15.1. The Proponent declares that, in submitting its EOI&P Submission, it does so in good faith and that to the best of its knowledge, no member of City Council or any officer or employee of the City would have any pecuniary interest, direct or indirect, should the Proponent be named as the party to carry and develop the Project as contemplated herein or awarded a contract of the design, construction and financing of the Project.

**16. NO LOBBYING**

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

**17. CONFIDENTIALITY**

- 17.1. Proponents shall not make any statement of fact or opinion regarding any aspect of this EOI&P to the media or to any member of the public without the prior written authorization of the WPA. Participants in this procurement process shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada).
- 17.2. Further to 17.1, the WPA and City are subject to the Freedom of Information and Protection of Privacy Act (Manitoba). To the extent permitted, the WPA will treat all submissions to this EOI&P as confidential, however Proponents are advised that any information contained in any EOI&P Submission will be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law. The WPA will have the right to make copies of the EOI&P Submissions for its internal review processes and to provide copies to its staff and external advisors.

- 17.3. Further to 17.2, the WPA undertakes to work with the Proponent to avoid detailed disclosure of concepts as permitted by the law in which the Proponent has a legitimate proprietary and protectable interest.

## **Schedule A - TECHNICAL REQUIREMENTS**

### **DESIGN ATTRIBUTES**

The Facility shall incorporate the following design attributes:

1. State of the art Parkade with free-span parking modules.
2. Parking stall and drive lane dimensions shall be at minimum consistent with national standards
3. The quality of construction and materials should provide an operational life of a minimum of 50 years.
4. Architectural treatments that is consistent with the adjacent buildings, the modern design of parking structures, and the interests of the district.
5. Site access arrangements should be sensitive to pedestrian and vehicular traffic and minimize queuing on the adjacent access roads.
6. Parking layout should reflect an efficient parking module and internal circulation configuration such that the facility height is not greater than five levels above grade, with consideration given to stepped parking decks that reflect the architectural treatments indicated above.
7. Recognizing that the facility is accessible 24 hours a day, security features should at minimum pass a safety audit that is equal to or better than that conducted by the Canadian Parking Associations Parking Excellence Recognized in Canada program (PERC), meet Crime Prevention through Environmental Design (CPTED) standards and at a minimum, meet the WPA standard. These would include but not limited to 24 hour monitored CCTV system and emergency intercom stations.
8. The lighting and surface treatments (i.e. white painted ceilings and walls) within the Parkade should ensure that the lumens meet current IES standards, and the fixtures and systems provided should reflect low-energy requirements, e.g., timed plug-ins, light sensors for light fixtures adjacent to external walls.
9. Power requirements for the provision of plug-ins capable of charging electric-only vehicles shall be provided for at least 10 stalls at present and expandable as demand increases.
10. Comprehensive digital and multimedia signage system involving way-finding for parkers and pedestrians, cyclist facilities, traffic control, parking stall usage regulations, and guidance for the use of parking control equipment.
11. Provision for secure, weather-protected storage for bikes shall be provided within the Parkade.

12. Maintenance practices through the life of the Agreement should be reflective of the above expected life of the Parkade.

## **OPERATING ATTRIBUTES**

### ***Operating and Maintenance Agreement***

13. The Proponent or its designee will be responsible for the operation, management and maintenance of the facility throughout the term of the Operating and Maintenance Agreement. The key focus of the maintenance practices is to enhance the Life Cycle of the City's investment in the Parkade and ensure a quality asset over its fifty-year Life Cycle. The Maintenance Obligations incorporate all scheduled and unscheduled maintenance (seasonal, annual, monthly, weekly and daily).

### ***Operating and Maintenance Obligations***

14. The Maintenance Obligations must include, but not limited to, incorporate and comply with Recommended Maintenance Table activities as outlined in Table E-1 CSA Standard S413 Parking Structures Design, Tables 9-2 and 9-4 Parking Structures Planning, Design Construction, Maintenance and Repair (Structural Engineering Series), and all equipment manufacturers' recommendations and Building Owners and Managers Association Building Environmental Standards (BOMA BEST).
15. Maintenance Obligations include but are not limited to the following:
  - 15.1. Cleaning, sweeping (dustless), and deck washing to ensure a quality appearance of the Parkade using only environmentally responsible products.
  - 15.2. Timely replacement of lighting and other fixtures to ensure a highest level of service standards are maintained.
  - 15.3. Seasonal maintenance including snow removal and de-icing.
  - 15.4. Routine checks, servicing and replacement as required of any security devices and safety equipment, and of any parking control system equipment.
  - 15.5. Surface treatments are to be repainted and graffiti removed to ensure a quality appearance of the Parkade and functionality of the lighting systems.
  - 15.6. Traffic topping is to be maintained and repaired as necessary to ensure the structural integrity of the Parkade, and the surface free of obstacles for the safe movement of pedestrians.
16. The Maintenance Obligations will be subject to and carried out in accordance with the requirements of the periodic inspections conducted by an independent parkade

structural engineer, selected by the City, who will provide a report to each of the Parties.

17. The Proponent shall be liable for the ongoing structural integrity of the Parkade. Furthermore, the Proponent shall fund a Reserve to enable the completion and payment of the Maintenance Obligations including major refurbishment of the Parkade and replacement of equipment during the term of this Operating and Maintenance Agreement.

### ***Operating and Maintenance Manuals***

18. The Proponent shall be responsible for Operating and Maintenance Manuals which:
  - a) shall include all equipment manufacturer's technical specifications, maintenance recommendations,
  - b) the Proponent's maintenance schedule,
  - c) Computer Aided Design (CAD) as built drawings, together with any additional records necessary to support future warranty and remediation work.
- 18.1. These documents must be maintained on an ongoing basis by the Proponent to incorporate inspection records, repairs, replacement information and product warranties. The operating and maintenance manuals shall be delivered to and become the property of WPA upon termination or expiry of the Operating and Maintenance Agreement and shall be accessible for review by WPA throughout the term of the Operating and Maintenance Agreement.
- 18.2. A hard copy and PDF digital copy of the manuals will be provided to WPA prior to obtaining an occupancy permit; any subsequent updates to the manual will also be provided to WPA in hard copy and digital format.

## **SCHEDULE B – CONDITIONS OF FINANCING FOR THE SUCCESSFUL PROPONENT**

1. The Proponent acknowledges that:

Should the Proponent intend on using financing for the development and construction of the Parkade, the Proponent acknowledges that any financing secured for the construction of the Parkade shall not exceed the lesser of 50% of the Parkade's cost or 50% of the Parkade's completion value, as established by an Appraiser acceptable to the Proponent and WPA. The Proponent acknowledges that the loan amount will be restricted to the aforementioned level until such time as the Parkade has achieved twelve (12) months of stabilized operating history after which time the Proponent and WPA may agree on the final terms of the financing and loan amount, if any.

The Proponent further acknowledges that any construction or long term financing shall be on terms acceptable to the Proponent and WPA having regard to ensuring that the financing does not create any undue conditions that may result in hardship for the Parkade operations or its ongoing capital requirements.

The Proponent acknowledges that notwithstanding the operating practices contained in Schedule A attached hereto, the WPA may request that an Engineer acceptable to it and the Proponent be engaged to prepare a useful life study and capital expenditure program from time to time to be used by Parkade management to insure that the Parkade's useful life is maximized to the fullest extent possible.

The Proponent acknowledges that the WPA shall not provide any support for the Parkade other than its original capital contribution.

2. The Proponent acknowledges that it shall employ, at the Parkade's expense, a Quantity Surveyor acceptable to the WPA, to review and approve the plans for the Parkade, as well as the development budget and progress claims including all hard costs and soft costs for the Parkade.
3. The Proponent acknowledges that the parties shall establish the terms of capitalizing the development of the Parkade prior to the Parkade's development which shall, among other things, be incorporated into a binding agreement to be prepared by WPA's counsel. The Proponent acknowledges that any additional monies required to complete the Parkade beyond the original established contribution established by the Proponent and the WPA , shall be funded from the Proponent's own resources . Additionally, all monies required to develop the Parkade shall be funded, firstly from the Proponent's resources, followed by the WPA's capital contribution and lastly from the proceeds of a construction loan if any, on a cost to complete basis and supported in advance by the following:
- a. The Proponent's requisition for funds shall contain a breakdown of the Parkade's development account including all hard and soft costs

accompanied by a Statutory Declaration that all expenses incurred in the development of the Parkade are in good standing.

- b. All requests for capital by the Proponent or General Contractor shall be certified by an officer of the Proponent and the Quantity Surveyor together with a Certificate from the Proponent's General Contractor certifying:
  - i. That the requisition for funds represents work completed on the Parkade less any deferred amounts for which payment has not been made;
  - ii. That all construction work done to date is in accordance with the Parkade Architect's description of work;
  - iii. That the construction is progressing within the original time schedule;
  - iv. That the work to be completed does not exceed the non-disbursed portion of the capital cost agreed to by the parties.
4. Prior to advancing of any funds, the WPA's counsel shall confirm that there are no intervening liens during the construction of the Parkade.
5. The Proponent acknowledges that any reduction in budgeted costs shall be designated as a contingency reserve, which shall be used to cover overruns in other budgeted items and/or unbudgeted contingencies. In the event that the contingency is fully utilized, the Proponent acknowledges that it shall use its own resources to complete the Parkade.
6. The Proponent agrees that it shall secure a fixed price CCDC II 50% bonded stipulated fixed price contract acceptable to the WPA.

### **Other Conditions**

The Proponent acknowledges that it shall provide an Environmental Site Assessment for the Parkade site, confirming that no hazardous materials or contaminations exist within or on the subject property, prepared by a consultant acceptable to the WPA.

Additionally, the Proponent shall provide evidence of adequate insurance as approved by WPA's insurance consultant including, but not limited to, comprehensive all-risk, builders all risk and rental interruption insurance on terms acceptable to WPA.

## **SCHEDULE C - RESPONSIBILITIES OF THE SUCCESSFUL PROPONENT**

Responsibilities of the Successful Proponent include, but are not limited to:

1. Development of technical specifications.
2. Ensuring that approved technical specifications are incorporated within the design, construction and maintenance of the Parkade.
3. Ensuring that the requirements of all jurisdictions having regulatory authority, including but not limited to zoning requirements, are met and are incorporated in the Project.
4. Assuming accountability for design (engineering, landscape, architectural or other disciplines as required).
5. Assuming primary responsibility for securing building, development, and use-of-street permits and all other required permits or approvals.
6. Performing additional soil sampling / geotechnical investigations as deemed necessary by the Successful Proponent.
7. Preparing the site, including excavation as required and removal of the existing surface parking lot on the site, as well as other excavation as necessary to allow the construction of the Parkade.
8. Performing materials performance testing, i.e., concrete and other construction materials.
9. Project management for the construction of the facility.
10. Financing the Project, together with WPA or other parties, as agreed to between the Successful Proponent and the City.
11. The successful proponent should, at its own cost and expense, maintain a local presence during the course of the Project and the term of any Operations and Maintenance Agreement.
12. Providing on-site circulation – access to and from the Parkade to the site roadway system as well as any modifications to the existing roadways and sidewalks to the proposed Parkade to ensure effective access and egress by vehicles and pedestrians.
13. Providing for service lines from the Parkade to the tie-in to services within the public right-of-way.
14. Maintaining and protecting or relocating major service or utility lines on-site, as per agreements between the Successful Proponent and the appropriate City departments and utilities.



15. Purchasing, all required utilities (based on metered readings) including natural gas, electrical, water, and sewer during the course of construction and during the term of the Agreements.
16. Purchasing, installing and connecting the Parkade management system to the site parking management system which is compatible with a pre-selected or existing management system, operated by the City.
17. Purchasing, installing, implementing, applying and maintaining safety equipment and safety features or designs required to meet the minimum standards set out in the Technical Requirements Section.
18. Preparing and implementing a Life Cycle maintenance program and maintaining the Parkade, including maintaining appropriate Reserve amounts.
19. Record-keeping and related obligations.
20. Ensuring compliance with Workplace Health and Safety Regulations, retaining the services of a safety officer and ensuring adequate Worker's Compensation coverage during the construction phase.
21. Paying all applicable Federal, Provincial and Municipal taxes related to the development, construction, maintenance and operation of the Parkade.
22. Providing and coordinating the services involving the consulting work for the formal commissioning and verification of the various systems within the building, undertaking the necessary meetings and seminars, and providing the required reporting to WPA and other agencies.
23. Sign such agreements as are required to enable WPA or its designee to manage the Parkade parking service.
24. Provide any required training either upon commissioning (such as security or operational equipment), at the end of the term of the Operating and Maintenance Agreement or upon the end of the Maintenance Obligations.
25. Providing required insurance and adding, at minimum, the City of Winnipeg as a named insured...
26. Providing completion, labour and materials bonding coverage.
27. Parking of private vehicles for all personnel involved in the construction to use suitable off-street parking.

## **SCHEDULE D - PROPOSAL EVALUATION CRITERIA**

The following criteria will be considered in evaluating Proposals:

### **1. Proponent Credentials (weighted 10%)**

- 1.1. Experience and record of achievement of the Proponent in designing, engineering and constructing parking facilities of similar size and complexities under similar climatic conditions on scope, on time and within budget, as well as operating and maintaining such facilities and providing stable project financing.
- 1.2. Similar experience and record of achievement of the Proponent in designing, engineering and constructing residential and/or commercial structures as they relate to the submission.

### **2. Project Resourcing (weighted 15%)**

- 2.1. Skills and advanced competencies of the Proponent's team and their role that will be assigned major project responsibilities for the delivery of business processes.
- 2.2. The extent to which the Proponent's team has successfully worked together in delivering comparable projects.
- 2.3. The extent to which the Proponent has executed similar financing arrangements for comparable projects.
- 2.4. The extent to which the legal entity that will carry out the development on behalf of the Proponent has other business interests.
- 2.5. Any other key strength that the Proponent brings to the Project.

### **3. Parkade Technical Requirements (weighted 15%)**

- 3.1. The assessed completeness and suitability of the conceptual design.
- 3.2. The extent to which the design complies with functional programming requirements, standards legislation, codes and guidelines.
- 3.3. The innovation demonstrated in the conceptual design to enhance functionality and site aesthetics that is consistent with, but not limited to, consistency with adjacent buildings, modern design practices and the interests of the district.
- 3.4. The assessed impact of the design, materials and construction on the operational life of the Project...

#### **4. Time Schedule (weighted 5%)**

- 4.1. The proposal meets the required time schedule of the City.
- 4.2. The acceptability and assessed reasonableness and credibility of the proposed timeline for delivering the Parkade.
- 4.3. The innovation demonstrated and savings available through phased implementation.

#### **5. Operating and Maintenance Program (weighted 10%)**

- 5.1. The suitability of the operating and maintenance program as outlined to preserve and enhance the value of the City's investment over the fifty-year life of the Facility and the acceptability of reserve arrangements.
- 5.2. The suitability of the proposed Operating and Maintenance Agreement.
- 5.3. The suitability of the operating and maintenance obligations as they relate to CSA Standard S413, all equipment manufacturers recommendations and the Building Owners and Managers Association Building Environmental Standards (BOMA BEST).

#### **6. Value Added Quality/Complementary Opportunities (weighted 30%, with 15% financial benefit to the City and 15% non-financial benefit to the City)**

- 6.1. The assessed benefit accruing to the City through alternate ownership, financing or maintenance arrangements proposed.
- 6.2. The assessed impact of creative measures proposed to reduce capital and operating costs while maintaining quality standards as well as the acceptability and financial benefit of proposed Parkade management arrangements. Consideration for creative measures for the design will consider access, safety, security, adaptability, reparability and maintainability.
- 6.3. The assessed suitability of proposed complementary business opportunities.
- 6.4. The extent to which net proceeds arising from complementary business opportunities will be beneficial to the City.

#### **7. Pricing and Financial Framework (weighted 15%)**

- 7.1. The Proponent's financial capability, experience, capital, and organization relative to carrying out the Project based on the audited financial statements and reviewing in particular:
  - 7.1.1 a robust capital structure and Financing Plan to ensure that there is sufficient risk capital is in place to accommodate a reasonable range of downside risk in the context of the RFP response without triggering

default or step-in. Factors which will be considered include: cash flows above the debt covenants; the annual debt service coverage ratios;

- 7.1.2 the long term commitment of equity investment in the Project. Factors which will be considered include: the identity and financial strength of the equity investor; the independence of equity returns from other returns from the Project such as construction profit margins; certainty and level of commitment;
- 7.1.3. the availability of long term debt financing for the Project. Factors which will be considered include: identity, financial strength and experience of debt providers or arrangers; certainty and level of commitment; whether interest rates are fixed; qualifications to any commitment and conditions precedent to drawdown; status of the development of financing documentation; maturities of the debt facilities and amortization profiles, including any refinancing risk; and
- 7.1.4. appropriate security for the performance of the Proponent's obligations. Factors which will be considered include: the strength of any corporate covenants, guarantees, letters of credit, bonding or other performance securities.
- 7.2. The reasonableness, completeness and cost competitiveness of the preliminary price estimate for design, construction and maintenance for the term of the Operating and Maintenance Agreement and projected maintenance costs thereafter.
- 7.3. The reasonability and completeness of projecting revenues from monthly and casual parking as well as any revenue stream related to the Project.
- 7.4. The acceptability of the proposed arrangements to finance the Project and the flexibility which the arrangements afford.
- 7.5. The assessed ability of the Proponent to secure necessary financing at attractive rates.