



White Rock Town Centre Development Opportunity

Request for Proposals

Addendum No. 1 - August 12, 2004



The following amendments shall form part of the Request for Proposals per S 4.6 of the RFP (changes are shown in bold)

1.1 Introduction – Replace with the following:

The City of White Rock ("City") and a number of private landowners (collectively the "Vendors") invite Proposals through this RFP for the development of both City owned lands, and privately held lands in White Rock, which collectively will form the site for the White Rock Town Centre Project. The City and the private landowners have signed a non legally binding Memorandum of Understanding to document their intentions in this regard.

Through the development of the Lands, the Vendors wish to facilitate the development of a vibrant Town Centre which will be a signature development for the City. City Council would like to see the completed development embody some or all of the following characteristics:

- A community meeting place for people with a Town Square and siting of buildings to maximize sunlight and views from public gathering spaces
- A vibrant streetscape with such characteristics as outdoor café's, walkways, trees, shelters and the like that encourage activity and can have a wider influence on other sites in the Town Centre
- Public walkways through the site
- Excellent and exciting architecture that establishes a benchmark for all future development in the area, including the use of a variety of building shapes, colours and textures and incorporate "green" building technologies.

The City has conducted a number of site planning activities over the past 5 years and the reports resulting from these are available for viewing.

1.2 Statement of Opportunity – Replace with the following:

This RFP provides an opportunity for a developer to develop the Lands to form the White Rock Town Centre Project ("Project").

This RFP also provides an opportunity for the Developer to negotiate the sale of certain parts of the completed Project to the City; and provide commercial/office space to the private landowners to the value of their lands.



This is a request for proposals and not a tender call. This RFP is an invitation to treat. It is not an offer. The City does not intend to enter "Contract A" with any Proponent and no contractual, tort or other legal obligation of any kind is created or imposed on the City by this RFP or by the submission of any Proposal or by consideration of, or failure or refusal to consider, any Proposal by the City. No contractual or other legal obligations will be created between the City and any Proponent until and unless a written contract is executed between the City and a Proponent for the purchase and sale of the City's Land. Without limiting the foregoing, the use of mandatory or prescriptive language in this RFP in relation to future acts of the City is intended only to describe the City's present intention, is not intended to express contractual intention, and if relied upon by a Proponent is relied upon at that Proponent's own risk. If there is anything in this RFP that is inconsistent with this paragraph, this paragraph prevails.

2. Definitions – Replace the definition of "Agreement" with:

Agreement an agreement or agreements between the Vendors and the Purchaser which will provide for the disposition including the provision of commercial/office space for the private landowners of the Lands and will provide for the development of such Lands

2. Definitions – Replace the definition of "Purchase Price" with:

Purchase Price the price to be paid to the Vendors for the purchase of the Lands, **or equivalent value of commercial/office space provided to the Private Landowners** adjusted in accordance with the Agreement



3.1.5 Titles and Encumbrances – Replace the third paragraph with the following:

The City reserves the right to take steps as it considers necessary, in its sole discretion, to resolve access issues or to require the Purchaser to do so in order to convey these lands, including consolidation with other parcels, road dedications or registration of access or other easements or rights of ways over certain of the Lands. Subject to the foregoing, the Purchaser will be responsible for addressing access and other subdivision/consolidation issues. **The privately owned lands will be subject to the encumbrances registered on them as of the date of this RFP.**

4.1 Purpose and Eligibility – Replace with the following:

The purpose of this RFP is to receive Proposals leading to the sale of the City Lands and the development of the City Lands and privately owned lands. This RFP is only open to Registrants.

4.10 Acquisition Proposals – Replace with the following:

Because of the requirements and preferences set out at Section 5.9 including the requirement for timely full payment upon transfer of the City Lands, the City requires a cash purchase for the City Lands, with or without subject conditions.

The other Vendors have business considerations that may require other forms of agreement, which the Purchaser must negotiate with the individual landowner.

4.12 Separate Agreements for Lands and Development of the Vendor Spaces – Replace with the following:

4.12 Separate Agreements for Lands and Development of the City Spaces

The City expects that if the City purchases public amenity spaces through this RFP, it will use separate Agreements for the disposition of the Lands and the purchase of the Spaces.

5.7 Preliminary Development Plan – Add (m) as follows:

A Lands Proposal must include a Preliminary Development Plan that evidences a credible development intention and demonstrates the Proponent's understanding of key issues faced in developing the



Lands. Topics that a Proponent may wish to address in its Preliminary Development Plan include, but are not limited to:

- (a) proposals regarding rezonings or land use changes to the OCP;
- (b) servicing plans including parking arrangements;
- (c) plans for phasing of development;
- (d) architectural elevations and the foot print of the proposed development;
- (e) proposals for dealing with the City's public space requirements;
- (f) risk factors and proposals to minimize the City's risks;
- (g) anticipated timing of development;
- (h) achieving highest and best use of the Lands;
- (i) the Proponent's assumptions regarding absorption rates;
- (j) the Proponent's assumptions regarding the timing of demolition of existing properties so that the Vendors may estimate their loss of rental income from existing tenants and the disruptions to existing businesses;
- (k) such cost and pricing information as the Proponent deems appropriate;
- (l) market pricing; and
- (m) incorporation of "green" building technologies.

The Vendors recognize that the time available to respond to this RFP is limited and that a Proponent's planning may only be at the preliminary stage. The Vendors are not seeking a fully developed comprehensive development plan but enough information to satisfy themselves that the Proponent has a credible development plan and an intention to actively develop the Lands.

5.8 Lands Proposals – Replace paragraphs (a) and (f) with the following:

- (a) total land value;
- (f) proposals for providing commercial and retail space for the private



landowners within the Project; and

7. Evaluation Criteria – Add (k) as follows:

The Purchase Price offered for the Lands will be an important criterion, taking into account the amount and timing of payments, and the deposit structure. To the extent that Vendors deem appropriate, the following additional criteria will be taken into consideration in the Vendors' evaluation of the Lands Proposals:

- (a) the Proponent's credible development intention as demonstrated in its Preliminary Development Plan;
- (b) the creation of a vibrant and exciting development which will provide a community meeting place in the Town Centre
- (c) any conditions precedent, the possible duration of such conditions, and the likelihood of such conditions being satisfied. This may include an assessment of the Proponent's ability to satisfy such conditions;
- (d) the risks, if any, imposed on the Vendors by the Proposal, and the risk to the Vendors of delay or non-payment of the Purchase Price;
- (e) any business terms or legal terms contained in the Proposal or implicit in the Proposal;
- (f) the Proponent's financial capacity to perform its obligations with respect to the Lands in accordance with its Proposal, including its obligation to complete the purchase;
- (g) the Proponent's development expertise and track record;
- (h) the extent to which the Proposal provides for the City's required amenity spaces in the development;
- (i) the extent to which the Proposal provides for the Vendors required commercial and retail spaces in the development, and minimizes the impacts on their existing tenants;
- (j) the Proponent's proposals, if any, with respect to minimizing loss of rental income to the Vendors from the present tenants of the various buildings on the Lands; and
- (k) the incorporation of "green" building technologies in the development.



The Vendors may in their sole and unfettered discretion, negotiate and enter into a contract of purchase and sale with a Proponent whose Proposal does not offer the highest value for the Lands, but which in the sole opinion of the Vendors offers better value when the other evaluation criteria are taken into account. The Vendors' decision shall be final.