

**INDENTURE OF LEASE**

**Lease No. Leaseback**

BETWEEN



OF THE FIRST PART  
(Landlord)

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, as represented  
by the Minister of Technology, Innovation and Citizens'  
Services

OF THE SECOND PART  
(Tenant)

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**LEASE**

**THIS LEASE** dated for reference this \_\_\_\_\_ day of \_\_\_\_\_ ●, 20●

BETWEEN

●  
(the "Landlord")

OF THE FIRST PART

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, as represented  
by the Minister of Technology, Innovation and Citizens'  
Services

(the "Tenant")

OF THE SECOND PART

**WHEREAS:**

- A. The Landlord has acquired from the Tenant the Land (as defined in Schedule A) upon which the Building (as defined in Schedule A) is situated.
- B. The Landlord has agreed to lease the Buildings back to the Tenant upon the terms and conditions hereinafter set forth.

Therefore, in consideration of the rents, covenants, agreements and conditions contained herein, the parties agree as follows:

**ARTICLE 1  
BASIC TERMS, SCHEDULES AND DEFINITIONS**

**1.1 BASIC TERMS**

- (a) Landlord: ●
- Address of Landlord: ●
- Address for Service (if different than that set out immediately above): ●
- Facsimile No.: ●

- (b) Tenant: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Technology, Innovation and Citizens' Services
- Address of Tenant: PO Box 9412, Stn Prov Govt  
W311- 4000 Seymour Place  
Victoria, British Columbia  
V8W 9V1
- Facsimile No.: (250)952-8288
- (c) Land: See Schedule A
- Municipal Address: 525 Superior Street  
541 Superior Street  
553 Superior Street  
544/548 Michigan Street
- (d) Premises: Those Buildings numbered 2, 6, 8 and 13 shown on Schedule A
- (e) Rentable Area of Premises: Deemed to be 150,000 square feet
- (f) Term: Five (5) years and such additional days as are required in order for the Term to end on the last day of the month in which the Fifth (5<sup>th</sup>) anniversary of the Commencement Date occurs. Also See Schedule H.
- (g) Commencement Date: The earlier of:
- (i) April 1<sup>st</sup>, 2014 or
- (ii) On transfer of title to the Landlord
- (h) Annual Base Rent:

Term Years

1 through 5	\$ per square foot of Rentable <u>Area per annum</u>	<u>Annual Payment</u>	<u>Monthly Payment</u>
[subject to subclause 4.2(e)]		S17	

- |     |                                                        |                                                                                                     |
|-----|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| (i) | Rent Commencement Date:                                | The earlier of:<br>(i) April 1 <sup>st</sup> , 2014 or<br>(ii) On transfer of title to the Landlord |
| (j) | Base Year (Taxes):                                     | n/a                                                                                                 |
| (k) | Tenant's Share of Taxes for first Term Year:           | n/a                                                                                                 |
| (l) | Base Year (Operating Costs):                           | n/a                                                                                                 |
| (m) | Tenant's Share of Operating Costs for first Term Year: | Tenant is responsible for Operating Costs as noted on Schedule C.                                   |
| (n) | Renewal Terms:                                         | DELETED                                                                                             |
| (o) | Parking:                                               | DELETED                                                                                             |
| (p) | Landlord's Designated Payee:                           | ●                                                                                                   |
|     | Address of Payee:                                      | ●                                                                                                   |
| (q) | Landlord's Property Management Representative:         | ●                                                                                                   |
|     | Telephone No.:                                         | ●                                                                                                   |
|     | Tenant's Property Management Representative:           | Brookfield Johnson Controls Workplace Solutions Inc.                                                |
|     | Telephone No.:                                         | 1-877-222-3112                                                                                      |

The foregoing Basic Terms are approved by the parties. Each reference in this Lease to any of the Basic Terms will be construed to include the provisions set forth above as well as all of the additional terms and conditions of the applicable sections of this Lease where such Basic Terms are more fully set forth.

## 1.2 SCHEDULES

All Schedules to this Lease are incorporated into and form an integral part of this Lease and are as follows:

<b>SCHEDULE</b>	<b>SUBJECT</b>	<b>CLAUSE</b>
A	Floor Plans of Premises	1.1(d)
B	Definitions	1.3
C	Operating Costs/Taxes Schedule	4.2 and 5.13
D	Base Building Shell	n/a
E	Certificate	10.2
F	Option to Renew	n/a
G	Tenant Improvements	n/a
H	Additional Provisions	*
I	Environmental Disclosure	n/a
J	Janitorial Services	n/a
K	Landlord's Services	n/a

## 1.3 DEFINITIONS

In this Lease, the words, phrases and expressions set forth in Schedule B are used with the meanings defined therein.

### **ARTICLE 2 PREMISES**

#### 2.1 PREMISES

The Landlord hereby demises and leases to the Tenant, and the Tenant hereby leases from the Landlord, the Premises. It is acknowledged that the Landlord purchased the Land from the Tenant. Consequently, except as otherwise expressly set out herein, the Tenant is accepting the Premises on an "as is" basis in the condition existing as of the completion of the purchase of the Land by the Landlord from the Tenant.

### **ARTICLE 3 TERM**

#### 3.1 TERM

The Term of this Lease will be for the period set out in subclause 1.1(f), beginning on the Commencement Date.



**ARTICLE 4  
RENT**

**4.1 RENT**

The Tenant will yield and pay for the Premises to the Landlord, at the office of the Landlord's Designated Payee set out in subclause 1.1(p), or to such other person and at such other place as the Landlord may direct in writing, during the Term in lawful money of Canada, on the days and at the times hereinafter specified, Rent which will include the aggregate of the sums specified in subclauses (a) and (b) below:

(a) Annual Base Rent

Annual Base Rent in the amount per annum set out in subclause 1.1(h) for each respective Term Year, subject to the adjustment provisions of subclause 4.2(e); and

(b) Additional Rent

The aggregate of the following:

- (i) its share of Taxes payable pursuant to subclause 4.2(b) (if any);
- (ii) its share of Operating Costs payable pursuant to subclause 4.2(c) (if any); and
- (iii) such other amounts, charges, costs and expenses as are required to be paid by the Tenant to the Landlord pursuant to this Lease in addition to Annual Base Rent.

**4.2 PAYMENT OF RENT**

The Rent provided for in this Article 4 will be paid by the Tenant as follows:

(a) Annual Base Rent

The Annual Base Rent will be paid in equal consecutive monthly instalments in advance on the first day of each and every month during the Term, commencing on the Rent Commencement Date, as set out in subclause 1.1(h). Notwithstanding the prior sentence, where the Rent Commencement Date is not the first day of a calendar month, the Annual Base Rent for the period from the Rent Commencement Date to the first day of the next ensuing calendar month will be pro-rated on a per diem basis and paid on the Rent Commencement Date and the first regular instalment of the Annual Base Rent will be paid on the first day of the first full calendar month of the Term.

(b) Taxes

*Proportionate Share of Taxes*

In accordance with Column (C) of Schedule C and Schedule H, within **NINETY (90)** days next following the due date for the payment of Taxes for a tax year, the Landlord will forward to the Tenant a copy of the receipted tax bills for such tax

year, along with a calculation of the Tenant's Proportionate Share (Taxes) thereof. Within **THIRTY (30)** days of such receipt, the Tenant will pay to the Landlord the Tenant's Proportionate Share (Taxes) of the Taxes. If only a part of a tax year is included in the Term, then there will be a pro-rata apportionment so that the Tenant's responsibility to contribute to any Taxes for that tax year is limited to the portion of the tax year during which the Premises are leased to the Tenant.

(c) Operating Costs

*Proportionate Share of Operating Costs Annually*

The Tenant will pay annually to the Landlord the Proportionate Share (Operating Costs) of the Operating Costs as identified in Column (C) of Schedule C and Schedule H, such payment to be made after the end of the Term Year to which the Operating Costs relate. If the Tenant is the sole tenant in the Building, receipted invoices may be submitted as documentation for the amounts claimed. If there are other tenants in the Building, the Landlord will substantiate the amount required to be paid by the Tenant hereunder on the basis of Certified Statements. All such claims must be submitted within **NINETY (90)** days from the end of the Term Year to which they apply, and will be paid by the Tenant within **SIXTY (60)** days of receipt.

(d) Operating Costs Reconciliation

The Landlord must provide a Certified Statement to the Tenant within **ONE HUNDRED EIGHTY (180)** days after the end of any calendar year or Term Year, as applicable, in which any share of Operating Costs is payable by or refundable to the Tenant. Any amount owing by the Tenant to the Landlord will be paid within **SIXTY (60)** days of receipt of such Certified Statement by the Tenant. Any amount owing by the Landlord to the Tenant will be credited against the next instalment(s) of Annual Base Rent or Additional Rent, as directed by the Tenant. The Tenant will be entitled to require the Landlord to support any portion of Operating Costs by appropriate receipted invoices.

(e) Basis of Determining Rent

The Tenant acknowledges that the Annual Base Rent is calculated on the basis of the Rentable Area of the Premises being as set out in subclause 1.1(e) and at the rate set out in subclause 1.1(h) for each square foot of Rentable Area of the Premises.

(f) Proportionate Share

The Landlord will make the initial determination of the Proportionate Share (Operating Costs) and Proportionate Share (Taxes) and any subsequent determinations which may be required as a result of change of circumstances. The Landlord shall, at the Tenant's request, provide the Tenant with all working papers and information relating to such determination. In the event the Tenant disagrees with such determination by the Landlord, the Tenant may at its option have the disputed proportionate share determined by Arbitration. The determination of the Arbitration will apply and be effective from the Commencement Date or any later relevant date. The cost of Arbitration will be

borne by the party deemed to have lost the Arbitration as determined by the arbitrator.

#### **4.3 RENT FOR IRREGULAR PERIODS**

All Rent reserved herein will be deemed to accrue from day to day, and if for any reason it will become necessary to calculate Rent for irregular periods of less than one year or one month an appropriate pro-rata adjustment will be made on a daily basis in order to compute Rent for such irregular period.

#### **4.4 SET-OFF**

Without restricting any right of set-off given or implied by law, the Tenant may set-off against the Rent or against any other sums payable hereunder to the Landlord, any amount payable by the Landlord to the Tenant hereunder, and, without restricting the generality of the foregoing, the Tenant may, when making payment of Rent or of any other sum, withhold an amount which is equal to any amount which is then payable to the Tenant by the Landlord under this Lease or which, by virtue of the right of set-off, may be retained by the Tenant.

#### **4.5 RECORDS**

During the Term of this Lease, and for a period of not less than **TWENTY-FOUR (24)** months after the expiration or sooner determination of the said Term:

- (a) the Landlord will maintain full and detailed records of expenses and costs incurred for the Building and the Land together with proper records of all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto; and
- (b) at all reasonable times and from time to time the Landlord will make all such records available to the Tenant, or to persons acting on its behalf, for inspection and for the purpose of making copies thereof (at the Landlord's cost) and taking extracts therefrom and will furnish to such persons any and all information which they may require from time to time in connection therewith.

The Tenant will have the right, at its cost, to require, on reasonable notice to the Landlord, the Landlord's books and records of Operating Costs and Taxes during the period referred to above to be audited and, in connection with any such audit, the Tenant will pay for the reasonable cost of making any necessary copies of the Landlord's books and records. In the event that any such audit discloses that the Landlord has overstated the amount payable by the Tenant on account of Taxes and/or Operating Costs for the period in question, then the Landlord will forthwith after notice from the Tenant reimburse the Tenant for any overpayment which has been made by the Tenant and, if any such audit discloses that the Landlord has overstated by five percent (5%) or more the amount payable by the Tenant on account of Taxes and/or Operating Costs for the period in question, the Landlord will also forthwith after notice from the Tenant pay the cost of the audit (or reimburse the Tenant for such cost).

This right will survive the expiry of the Term or sooner termination of this Lease.

**4.6 ESTOPPEL**

If, within **TWELVE (12)** calendar months of conclusion of each yearly period commencing on an anniversary of the Base Year or of each Term Year, as applicable, the Landlord has not delivered to the Tenant a Certified Statement with respect to any additional Operating Costs payable by the Tenant in respect of such yearly period or Term Year or delivered to the Tenant such information as is required under subclause 4.2(b) in respect to any amount payable by the Tenant on account of Taxes, then the Landlord will be estopped from demanding reimbursement for or payment therefore, as applicable, and, in connection therewith, the Landlord waives recourse to any remedies otherwise available to it for the recovery of said amounts.

**4.7 APPEAL OF PAYMENT OF TAXES**

The Landlord may appeal any assessment of the Taxes payable by it to the extent permitted by law and may make any related payment under protest and may, if permitted by law, post security acceptable to the applicable governmental authorities in lieu of all or any part of such payment. In addition, the Tenant will have the right to require the Landlord to appeal any assessment of the Taxes payable by the Landlord or may carry out any such appeal itself (either in its own name or on behalf of and in the name of the Landlord). The costs of appeal (whether incurred by the Landlord or the Tenant) will be included in Operating Costs if the appeal is for the benefit of the Building as a whole and, if not, the costs of appeal will be apportioned equitably between the rentable premises in the Building benefiting from the reduction, if any, provided such reduction is equal to or greater than the costs of appeal. If the costs of appeal are greater than the reduction the excess will be borne by the party who requested the appeal.

**4.8 EARLY OCCUPANCY BY TENANT**

**ARTICLE 5  
LANDLORD'S GENERAL COVENANTS**

The Landlord covenants with the Tenant as follows:

**5.1 QUIET ENJOYMENT**

The Tenant will and may peaceably possess and enjoy the Premises for the Term hereby granted, without any interruption or disturbance from the Landlord or its assigns, or any other person or persons lawfully claiming by, from, through or under the Landlord.

**5.2 INTERIOR CLIMATE CONTROL**

.

**5.3 ELEVATORS**

#### **5.4 ENTRANCES, LOBBIES AND OTHER COMMON AREAS**

The Landlord will permit the Tenant and its subtenants and licensees and its and their respective employees, customers, agents and invitees to have the use, **SEVEN (7)** days of each and every week during the Term, twenty-four (24) hours per day, in common with others entitled thereto of the common entrances, lobbies, stairways and corridors of the Building giving access to the Premises.

#### **5.5 WASHROOMS**

#### **5.6 JANITORIAL SERVICE**

#### **5.7 MAINTENANCE OF COMMON AREAS**

#### **5.8 BUILDING DIRECTORY**

#### **5.9 COMPLY WITH LAWS**

- (a) The Landlord will comply at all times during the Term hereof with all laws, statutes, bylaws, ordinances, regulations or other lawful requirements of any governmental authority having jurisdiction which are in respect of the Land and the Building, and the Landlord warrants and covenants that the Premises comply as of the date of this Lease and will comply at all times during the Term with all such laws, statutes, bylaws, ordinances, regulations and other lawful requirements.
- (b) The Tenant will comply at all times during the Term hereof with all laws, statutes, bylaws, ordinances, regulation or other lawful requirements of any governmental authority having jurisdiction which are in respect to the use of the Premises

#### **5.10 USE AND STATE OF PREMISES**

The Tenant may use the Premises for its own purposes or to provide accommodation for agencies of the Provincial Government, Provincial Crown Corporations, ministries or agencies of the Federal Government, municipalities, regional districts and other similarly publicly funded bodies and their agents or agencies, corporate or otherwise, and subject to the prior written consent of the Landlord (not to be unreasonably withheld), for private sector tenants, and the Landlord warrants and covenants that the Premises are zoned for such purposes, and will be free from any offensive or objectionable odours, vermin or noise.

#### **5.11 ACCESS**

The Tenant and its subtenants and licensees and its and their respective employees, customers, agents and invitees will have the right in common with other occupants of the Building to pass, repass and utilize all Common Areas for purposes of ingress, egress and full enjoyment of the Premises, and other facilities in use by the Tenant. The

Premises and Common Areas are to be accessible to the Tenant and its subtenants and licensees **SEVEN (7)** days of each and every week during Normal Business Hours and at all other hours, through the Landlord's security system via keys or electronic access control cards throughout the Term, twenty-four (24) hours per day.

**5.12 TAXES**

The Landlord will promptly pay all Taxes (and, in any event, on or before the date when due) levied against the Land and the Building, together with all fuel, utility and other charges of any nature whatsoever for which the Landlord is responsible.

**5.13 LANDLORD'S SERVICES**

The Landlord will maintain the Building at those standards specified in the current Workers' Compensation Board Occupational Health and Safety Regulations and all amendments thereto and all subsequent successor regulations and will provide for those Landlord's services set out in Schedule C to this Lease in accordance with the terms thereof.

(a) Cold Water

The provision of an adequate cold water supply to the Building.

**5.14 ADDITIONAL SERVICES / CHANGE IN PROVISION OF SERVICES**

**5.15 ADDITIONAL UTILITIES**

**5.16 PARKING**

**ARTICLE 6  
REPAIR, DAMAGE AND DESTRUCTION**

**6.1 LANDLORD'S REPAIRS**

**6.2 TENANT'S REPAIRS**

(a)

The Tenant will not be responsible for the cost of repairs to or replacement of Tenant Improvements or the Building where said repairs or replacement are caused by the negligence or wilful misconduct of the Landlord, its employees, invitees, contractors or those for whom in law the Landlord is responsible.

### **6.3 NOTIFICATION OF DEFECTS**

The Tenant will promptly give the Landlord notice of any accident, defect or damage within the Building, Premises, systems or services for which the Landlord has an obligation under this Lease and which have come to the Tenant's attention.

### **6.4 REPAIR IN THE EVENT OF DAMAGE**

If the Building is damaged by fire or any other hazard such that the Premises are rendered untenable or such that access to the Premises is prevented or materially interfered with (either access by elevators or by stairways or corridors), then if such damage is capable of repair within **NINETY (90)** days of the happening of the occurrence, the Landlord shall, within **THIRTY (30)** days of the occurrence of the damage, initiate all necessary repairs and forthwith allow an abatement of the Rent and other payments required by this Lease which recognizes the nature and extent of the damage, or inconvenience, until such time as the Premises have been rebuilt and the Tenant is able to occupy and use the Premises in accordance with all applicable laws and until convenient access to the Premises is restored. If the Landlord does not initiate the restoration of the Premises or access within the said **THIRTY (30)** days, or having commenced the restoration, does not proceed to complete it with reasonable dispatch, then the Tenant may at any time give the Landlord **FOURTEEN (14)** days prior written notice of the termination of this Lease. If the damage is severe enough to preclude the reoccupation of the Premises by the Tenant or to prevent or materially interfere with access to the Premises for a period in excess of **NINETY (90)** days, either party may, within **THIRTY (30)** days of the occurrence of the damage, serve notice upon the other of the immediate termination of this Lease and the Tenant will surrender the Premises to the Landlord as soon as reasonably practical. In the event of any termination under this clause, the Tenant will surrender the Premises in their then current condition and will be under no obligation to comply with clause 11.4. In the event of any dispute with respect to any matter related to the foregoing provision (including the extent of any abatement of Rent), such matter will be determined by a professional architect agreed upon by the Tenant and the Landlord or, if the Tenant and the Landlord are not able to agree on such an architect within **THIRTY (30)** days of the occurrence of the damage, then either the Tenant or the Landlord will be entitled to request the President of the Architectural Institute of British Columbia to select a professional architect to arbitrate the dispute, and the determination of any such architect (whether appointed by the Tenant and the Landlord or by the President of the Architectural Institute of British Columbia) will be final and binding on the Tenant and the Landlord.

### **6.5 TENANT NOTIFICATION**

The Landlord acknowledges that the Tenant, or the Tenant's property management representative (identified in sub clause 1.1(p)), may contact the Landlord from time to time to advise the Landlord as to the need for it to take action pursuant to its repair, maintenance or service obligations hereunder. In any such case, the Landlord agrees that upon completion of the obligation in question, it will provide confirmation of same to the Tenant's property management representative, such confirmation to be given either in writing pursuant to clause 12.1 or by telephone, facsimile or email to the Tenant's representative referred to in sub clause 1.1 (p), that the Landlord has completed such work.

**ARTICLE 7  
LICENSES, ASSIGNMENTS AND SUBLETTINGS**

**7.1 LICENSES, FRANCHISES AND CONCESSIONS**

The Tenant will not suffer or permit any part of the Premises to be used or occupied by any persons other than the Tenant and any subtenants and licensees permitted under clause 7.2, and the employees of the Tenant and of any such permitted subtenants and licensees, or suffer or permit any part of the Premises to be used or occupied by any franchisee or concessionaire, or suffer or permit any persons to be upon the Premises other than the Tenant, such permitted subtenants and licensees and its and their respective employees, customers and others having lawful business with them.

**7.2 ASSIGNMENT AND SUBLETTING**

The Tenant will not assign this Lease (either in whole or in part) without the prior written consent of the Landlord, which consent the Landlord agrees that it will not unreasonably or arbitrarily withhold or delay or grant subject to conditions. If the Landlord has not responded to any request from the Tenant for such consent within **THIRTY (30)** days of receipt of such request, the Landlord will be deemed to have consented to the request.

The Landlord covenants and agrees that the Tenant may sublet or licence the Premises, either in whole or in part, without the consent of the Landlord, to ministries or agencies of the Provincial Government, Provincial Crown Corporations, ministries or agencies of the Federal Government, municipalities, regional districts and other similar publicly funded bodies and their agents or agencies and subject to the prior written consent of the Landlord (not to be unreasonably withheld), to private sector tenants for the purposes contemplated in clause 5.10. The Tenant may not otherwise sublet or licence the Premises without the prior written consent of the Landlord. Notwithstanding any such sublease or licence being effected, the Tenant will remain bound to the Landlord for the fulfilment of all the terms, covenants, conditions and agreements herein contained.

**ARTICLE 8  
FIXTURES AND IMPROVEMENTS**

**8.1 INSTALLATION OF FIXTURES AND IMPROVEMENTS**

The Tenant will be entitled, at its expense, to make or permit any subtenant or licensee to make such alterations, additions, replacements and improvements to the Premises (including the Tenant Improvements in the Premises) as will better adapt the Premises for the purposes for which the Premises are permitted to be used under this Lease. Throughout the Term the Tenant and its subtenants and licensees will be entitled to remove and dispose of any Tenant Improvements located in the Premises. In carrying out any work under this clause 8.1, the Tenant will carry out or cause to be carried out such work in a good and workmanlike manner and in accordance with all applicable laws. 1.

**8.2 TENANT IMPROVEMENTS**

. At the option of the Tenant, the Tenant may remove, or may permit the removal of, any or all of the Tenant Improvements from the Premises at the expiration or sooner termination of the Term or may leave and surrender any or all of the Tenant Improvements with the Premises at the expiration or sooner termination of this Lease.



For greater certainty, all tenant or trade fixtures and all furniture, equipment and other personal property of the Tenant and its subtenants and licensees will remain at all times the property of the Tenant and its subtenants and licensees and may be removed from time to time during the Term of this Lease regardless of who has paid for such tenant or trade fixtures, furniture, equipment and other personal property.

## **ARTICLE 9 INSURANCE AND LIABILITY**

### **9.1 LANDLORD'S INSURANCE**

The Landlord will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia or Canada and in forms and amounts acceptable to the Tenant:

- (a) "all risks" property insurance, including earthquake coverage if such coverage is available at a cost that a prudent owner would pay therefore, and coverage for sprinkler leakage and other water damage, on the Building (including the Tenant Improvements) in an amount that is not less than the full replacement cost of the Building, together with boiler and machinery insurance (which will include loss of use and loss or damage caused by rupture of steam pipes) in respect of all boilers and other pressure vessels within or forming part of the Building, in such amounts and with such deductibles as are normally effected by reasonably prudent owners of properties similar to the Building (for the purposes of this paragraph, replacement cost will be determined by the Landlord acting reasonably at the time the insurance is initially obtained and will thereafter be determined by the Landlord at least once every 12 months, and the Landlord will promptly notify the Tenant in writing of each such determination, it being the intention of the parties that in the event of any damage or destruction to the Building, sufficient insurance funds will be available to repair or rebuild the Building including increased costs due to the then applicable Building Code and authorities having jurisdiction). Each and every policy of property insurance maintained by the Landlord will provide for a waiver of the insurer's right of subrogation against the Tenant and its subtenants and licensees and those for whom each of the Tenant and its subtenants and licensees is or are responsible in law; and
- (b) Commercial General Liability in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury, personal injury, property damage and liability assumed under contract. The Tenant is to be an additional insured under this insurance and this insurance will be endorsed to provide the Tenant with 30 days advance written notice of cancellation or material change. This insurance must include a cross liability and severability of interest clauses.

All the forgoing insurance will be primary and not require the sharing of any loss by any insurer of the Tenant. The Landlord will provide the Tenant with evidence of all required insurance prior to the commencement of the services, and from time to time as requested by the Tenant, in the form of a completed Province of British Columbia Certificate of Insurance. When requested by the Tenant, the Landlord will provide certified copies of required insurance policies.

**9.2 LIMITATION OF TENANT’S LIABILITY**

The Landlord releases and discharges the Tenant from any and all actions, causes of action, claims, damages, demands, expenses and liabilities in respect of any damage that is Insured Damage.

**9.3 MUTUAL INDEMNITY**

Except as otherwise provided in this Lease, the Landlord and Tenant will indemnify each other against all claims, actions, causes of action, loss, damage, expense and costs, whatsoever, made by any person arising out of or resulting directly or indirectly and whether by reason of negligence or otherwise, from the performance, default of performance or remedying of any default by any party hereto of its covenants and obligations under this Lease.

**9.4 TENANT NOT TO AFFECT INSURANCE**

The Tenant will not do or permit anything to be done which causes the Landlord’s cost of insuring the Building to increase. Any increase in insurance costs to the Landlord resulting from a breach of this covenant will be borne by the Tenant.

**9.5 LANDLORD TO ENSURE OTHER TENANTS WILL NOT AFFECT INSURANCE**

The Landlord will ensure that any and all tenants in the Building during the Term hereof will be bound by a covenant identical in its effect to that contained in clause 9.4. In the absence of such covenant, the Landlord will indemnify the Tenant from any increase in the cost of insuring the Building.

**ARTICLE 10  
SUBORDINATION, ATTORNMENT AND REGISTRATION**

**10.1 SALE OR FINANCING OF BUILDING**

The rights of the Landlord under this Lease may be mortgaged, charged, transferred or assigned to a purchaser or purchasers, or to a mortgagee or trustee for bond holders, and in the event of a sale or of default by the Landlord under any mortgage, trust deed or trust indenture and the purchaser, mortgagee or trustee, as the case may be, duly entering into possession of the Building or the Premises, the Tenant agrees to attorn to and become the tenant of such purchaser or purchasers, mortgagee or trustee under the terms of this Lease so long as any such purchaser executes and delivers to the Tenant an agreement whereunder such purchaser agrees to be bound by all of the obligations of the “Landlord” under this Lease. Prior to the Landlord mortgaging or otherwise charging the Land and the Building or its interest in this Lease to any mortgagee or trustee, the Landlord will cause any such mortgagee or trustee to execute and deliver to the Tenant a non-disturbance agreement in a form acceptable to the Tenant, acting reasonably, pursuant to which such mortgagee or trustee will agree that the Tenant’s occupation and possession of the Premises and its use of the Land and the Building as permitted under this Lease will not be disturbed.

**10.2 SUBORDINATION AND ATTORNMENT**

If required by any mortgagee or the holder of any trust deed or trust indenture, this Lease and all rights of the Tenant hereunder will be subject and subordinate to all

mortgages, trust deeds or trust indentures now or hereafter existing which may now or hereafter affect the Land and the Building and to all renewals, modifications, consolidations, replacements and extensions thereof. The Tenant agrees to execute and deliver promptly whenever requested by the Landlord or by such mortgagee an instrument of subordination or attornment, as the case may be, as may be required of it, so long as any mortgagee or trustee executes and delivers to the Tenant a non-disturbance agreement in the form contemplated in clause 10.1.

### **10.3 ESTOPPEL CERTIFICATE**

Whenever requested by the Landlord or any purchaser or mortgagee of the Land and the Building, the Tenant will within **TEN (10)** days of the request execute and deliver an estoppel certificate substantially in the form attached hereto as Schedule E, completed to reflect the status of the Lease.

## **ARTICLE 11 TENANT'S DEFAULT, REMEDIES OF LANDLORD AND SURRENDER**

### **11.1 RIGHT OF RE-ENTRY ON DEFAULT**

Provided and it is expressly agreed that if and whenever the Rent hereby reserved or other moneys payable by the Tenant or any part thereof, whether lawfully demanded or not, are unpaid and the Tenant will have failed to pay such Rent or other moneys within **FIFTEEN (15)** days after the Landlord has given to the Tenant written notice requiring such payment; or if the Tenant will materially breach or fail to observe and perform in a material way any of the covenants, agreements, provisos, conditions, rules, or regulations and other obligations on the part of the Tenant to be kept, observed or performed hereunder and such breach or failure continues for **THIRTY (30)** days after the Landlord has given the Tenant written notice thereof (or, if any such breach or failure reasonably requires a longer period of time to remedy, if such breach or failure has not been remedied within such longer period); then and in every such case it will be lawful for the Landlord thereafter to enter into and upon the Premises or any part thereof in the name of the whole and the same to have again, repossess and enjoy as of its former estate, anything in this Lease to the contrary notwithstanding.

### **11.2 REMEDIES CUMULATIVE**

The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant under any provision of this Lease, all of which rights and remedies are intended to be cumulative and not alternative.

### **11.3 WAIVER OF DISTRESS**

The Landlord waives its right of distress to any property of the Tenant or its permitted subtenants.

### **11.4 SURRENDER ON TERMINATION**

The Tenant will surrender the Premises at the expiration or sooner termination of the Term and the Tenant will not be liable to pay compensation or to make any other payment to the Landlord in respect of restoration or repair of the Premises.

## **11.5 SAVING**

Notwithstanding anything contained in this Lease to the contrary, the Landlord will not be entitled to and will not exercise any of its rights or remedies against the Tenant by reason of any default or breach of any covenant or agreement of this Lease unless and until the Landlord will first have given to the Tenant written notice of such default, stating the nature thereof, and giving the Tenant reasonable time as agreed to between the Landlord and Tenant within which to cure the default or breach. In no event will the Landlord be entitled to exercise any such rights and remedies except those specifically set out in this Lease.

## **ARTICLE 12 MISCELLANEOUS**

### **12.1 NOTICES**

Any notices required or permitted to be given pursuant to the terms of this Lease will be in writing and must be delivered personally or by courier or sent by facsimile. If delivered personally or by courier or sent by facsimile, the notice will be deemed to be given on the date of delivery or the date of the facsimile, provided such notice has been delivered to or sent by facsimile to the respective address or facsimile number in subclause 1.1(a) or (b), as the case may be. Either party may change the details outlined in subclause 1.1(a) or (b), as the case may be, by serving notice on the other party outlining the amendments required in subclause 1.1(a) or (b), as the case may be.

### **12.2 OVERHOLDING**

If the Tenant will continue to occupy the Premises after the expiration of this Lease without any further written agreement and without objection by the Landlord, the Tenant will be a monthly tenant at a monthly base rent equal to the monthly instalment of Annual Base Rent payable by the Tenant during the last month of the Term and (except as to length of tenancy) on and subject to the provisions and conditions herein set out. Any such monthly tenancy may be terminated by either party on the last day of any calendar month by delivery of not less than one full month's prior written notice of termination to the other party.

### **12.3 FORCE MAJEURE**

Notwithstanding anything to the contrary contained in this Lease, if either party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes; labour troubles; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; war; act of God; or other reason whether of a like nature or not which is not the fault of the party delayed in performing work or doing acts required to be done hereunder, nor due to that party's failure or inability to make payment, then performance of such term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. The provisions of this clause will operate to excuse the Tenant during any one of the incidents contemplated herein from the payment of Rent, or any other payments required by this Lease, to the extent that the Premises remain unusable for the permitted use during the period of Force Majeure. The foregoing Force Majeure will not restrict the Tenant from exercising its rights under clause 6.4 in those instances where the Tenant is

able, with its own forces or contractors, to remedy a situation which would otherwise constitute a default so as to mitigate loss.

#### **12.4 EXTRANEOUS AGREEMENTS**

The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to this Lease or the Premises save as expressly set out in this Lease or in any offer to lease or other agreement executed by the parties in connection with the Premises. In the event of any conflict or contradiction between the terms of any such offer to lease or other agreement and the terms of this Lease, the terms of this Lease will govern and prevail. This Lease may not be modified except by an agreement in writing executed by the Landlord and the Tenant.

#### **12.5 TIME OF ESSENCE**

Time will be of the essence of this Lease.

#### **12.6 SUCCESSORS AND ASSIGNS**

This Lease and everything herein contained will enure to the benefit of and be binding upon the successors and assigns of the Landlord and its heirs, executors and administrators and the successors and permitted assigns of the Tenant. If the Landlord is comprised of more than one person or entity, then each such person and entity is jointly and severally bound by the representations, warranties, agreements and covenants of the Landlord herein and any notice given or deemed to have been given at any time to any such person or entity will be deemed to have been given at the same time to each other such person and entity.

#### **12.7 WAIVER**

No condoning, excusing or overlooking by the Landlord or Tenant of any default, breach or non-observance by the Tenant or the Landlord at any time or times in respect of any covenant, proviso or condition herein contained will operate as a waiver of the Landlord's or the Tenant's rights hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Landlord or the Tenant herein in respect of any such continuing or subsequent default or breach, no acceptance of rent by the Landlord subsequent to a default by the Tenant will operate as a waiver by the Landlord, and no waiver will be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.

#### **12.8 GOVERNING LAW AND SEVERABILITY**

This Lease will be governed by and construed in accordance with the laws in force in the Province of British Columbia. The Landlord and the Tenant agree that all the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section hereof. If any provision or provisions of this Lease are illegal or not enforceable, it or they will be considered separate and severable from this Lease and its remaining provisions will remain in force and be binding upon the parties as though the said provision or provisions had never been included.

## **12.9 CAPTIONS**

The captions appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or of any provision thereof.

## **12.10 EXPROPRIATION**

If during the Term the Premises or the Land, or any part thereof, is acquired or condemned by expropriation for any public or quasi-public use, then the Landlord and the Tenant may separately claim, receive and retain awards of compensation for the loss of their respective interests, but neither the Landlord nor the Tenant will have any claim against the other in respect of such loss or the unexpired Term.

## **12.11 ARBITRATION**

If any dispute arises between the parties hereto other than with respect of those matters referred to in clause 6.4 or with respect to the payment of Annual Base Rent during any Renewal Term, then the matter will be determined by binding Arbitration.

### **ARTICLE 13 SPECIAL PROVISIONS**

## **13.1 OPTION(S) TO RENEW - DELETED**

## **13.2 REDUCTION IN SPACE – SEE SCHEDULE H**

## **13.3 GOODS AND SERVICES TAX CERTIFICATION CLAUSE**

This is to certify that the property and/or services ordered/purchased hereby are for the use of and are being purchased by the government of the Province of British Columbia with Crown funds and are therefore not subject to the Goods and Services Tax.

## **13.4 ENTRY BY LANDLORD**

The Landlord acknowledges and agrees that certain of the operations of the Tenant and its subtenants are sensitive in nature and, accordingly, that the Tenant will be entitled to secure access to certain portions of the Premises, as designated from time to time by the Tenant. The Landlord agrees that, notwithstanding any other provision of this Lease, neither the Landlord nor any person acting on its behalf will be entitled to enter any such portions of the Premises except on **FORTY-EIGHT (48)** hours prior written notice and in the company of an authorized representative of the Tenant and of any affected subtenant or appropriate security personnel or except in cases of bona fide emergencies which require that the Landlord have access to such portions of the Premises.

## **13.5 ENVIRONMENTAL SAFETY AND FUNGAL GROWTH**

### 13.6 TERMINATION

### 13.7 TENANT'S RIGHT TO PERFORM

If the Tenant delivers to the Landlord written notice of default in any of the services to be carried out by the Landlord pursuant to clause 5.13 or in any work carried out or to be carried out by the Landlord hereunder or under any offer to lease or other agreement executed by the parties in connection with the Premises and the Landlord fails to remedy such default:

- (a) within **SEVENTY-TWO (72)** hours from and after delivery of such written notice; or
- (b) within such period less than **SEVENTY-TWO (72)** hours from and after delivery of such written notice as will ensure that the Tenant suffers no loss or damage if, by reason of the nature of such default, the Tenant may reasonably be expected to suffer loss or damage if such default is not remedied within a period less than **SEVENTY-TWO (72)** hours,

then and in any and every such event, the Tenant may without further notice to the Landlord take such steps as may, in the sole judgement of the Tenant, be necessary to remedy such default, and without limiting any of the Tenant's remedies at law or in equity, all costs incurred by the Tenant in remedying any such default of the Landlord, plus an administrative fee equal to 15% of such costs, will be charged to and paid by the Landlord and, if the Landlord fails to pay such costs and such administrative fee on demand, the Tenant will be entitled either to deduct the same from the Rent or any other amounts payable hereunder by the Tenant to the Landlord, or to withhold the payment of Rent or any other amounts payable to the Landlord until such time as the default will have been cured or the Tenant will have recovered all its costs in remedying the default, plus the administrative fee.

So long as the default of the Landlord is not a default in respect of which the Tenant might reasonably be expected to suffer loss or damage if such default is not remedied in a period less than **SEVENTY-TWO (72)** hours, then if the default is of such a nature that despite exercising all reasonable efforts the Landlord cannot cure such default within **SEVENTY-TWO (72)** hours, such time period will be extended by agreement between the parties for a further reasonable period of time, provided that the Landlord's right to such an extension will be conditional upon the Landlord making continuous, diligent and reasonable efforts to cure such default as soon as possible.

**13.8 DIRECTION AS TO EMERGENCY**

In case of emergency, each of the Landlord and the Tenant designate the respective person, as indicated in subclause 1.1(q), as its representative.

**13.9 SCHEDULES AND ADDITIONAL PROVISIONS**

All Schedules to this Lease (including those provisions (if any) which are set out in Schedule H hereto) form part of this Lease and constitute agreements between the Landlord and the Tenant with the same effect as if they had been included in the main body of this Lease.



IN WITNESS WHEREOF the duly authorized signatories of the Tenant and the Landlord have executed this Lease as of the date set out above.

**LANDLORD:**

**[for use if the Landlord is a corporation]**

- **[Landlord’s full legal name]**

By: \_\_\_\_\_  
Sign, Print Name and Title:  
I have the authority to bind the Landlord.

By: \_\_\_\_\_  
Sign, Print Name and Title:  
I have the authority to bind the Landlord.

**[for use if the Landlord is an individual]**

SIGNED by the Landlord in the presence  
of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Landlord – Sign and Print Name

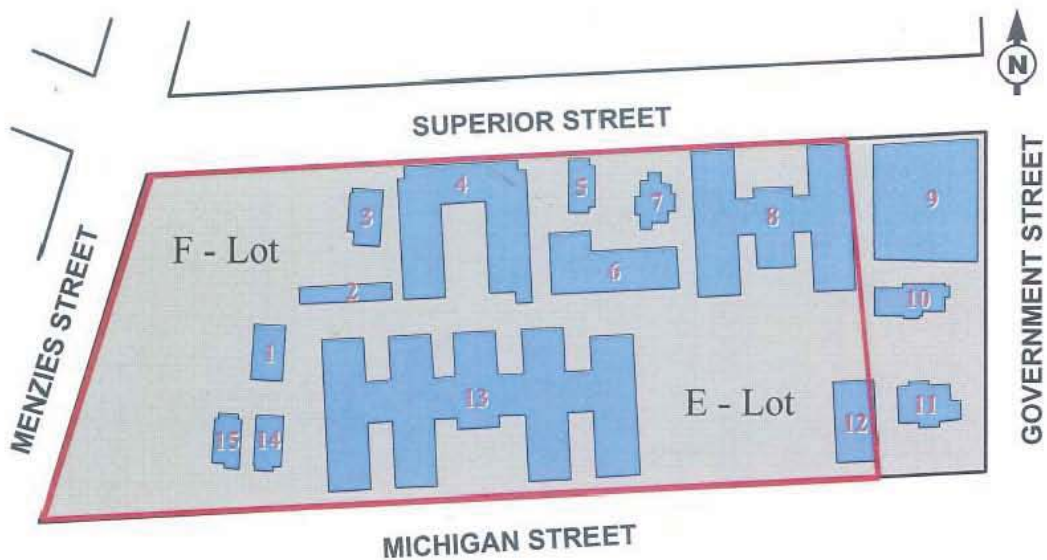
**TENANT:**

**HER MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH  
COLUMBIA, by the Minister of  
Technology, Innovation and Citizens’  
Services or the Minister’s authorized  
representative:**

\_\_\_\_\_

**SCHEDULE A**

**BUILDINGS 4, 6, 8 AND 13 FLOOR PLANS OF THE PREMISES**



- 1 B10603 - 505 Superior St. (Storage)
- 2 B10595- 515 District Service Centre (Office)
- 3 B10561 - 521 Superior St. Heritage House
- 4 B10587 - 525 Superior St. Temp 2 (Office)
- 5 B10629 - 539 Superior St. Heritage House
- 6 B10637 - 541 Superior St. Temp 3 (Office)
- 7 B10611 - 545 Superior St. Heritage House
- 8 B10645 - 553 Superior St. Temp 1 (Office)
- 9 B10652 - 563 Superior St. Queen's Printer
- 10 B10660 - 514 Government St. Heritage House
- 11 B10678 - 506 Government St. Heritage House
- 12 B10686 - 584 Michigan St. Quonset Hut (Storage)
- 13 B10520 - 544 Michigan St. Temp 4 (Office)
- 14 B10512 - 526 Michigan St. Heritage House
- 15 B10496 - 524 Michigan St. Heritage House

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## SCHEDULE B

### DEFINITIONS

In this Lease the following expressions will have the following meanings:

**“Additional Rent”** means all sums of money to be paid by the Tenant, whether to the Landlord or otherwise under this Lease, except for Annual Base Rent;

**“Additional Services”** means the services and supervision supplied by the Landlord and referred to in clause 5.14 or in any other provision hereof as Additional Services; any other services which from time to time the Landlord supplies to the Tenant and which are additional to other services that the Landlord has agreed to supply under this Lease and to like provisions of other leases of the Building; the provision of labour and supervision in connection with the moving of any furniture or equipment of the Tenant; the making of any repairs or alterations for the Tenant; and the provision to the Tenant or the Premises of maintenance or other services not normally furnished to tenants or other leasable premises generally; and “Additional Service” means any such service;

**“Arbitration”** means arbitration by a single arbitrator if the Landlord and the Tenant can agree on one and otherwise by three arbitrators, one arbitrator to be appointed by the Landlord, one arbitrator to be appointed by the Tenant, and the third arbitrator (who will be the Chairman) to be appointed by the two arbitrators so appointed by the Landlord and the Tenant, and in the case of three arbitrators, the matter to be determined will be determined by the majority of the three arbitrators, and such arbitration will otherwise be subject to the provisions of the *Commercial Arbitration Act*, R.S.B.C. 1996, c.55 (or its successor legislation);

**“Annual Base Rent”** means the annual rent set out in subclause 1.1(h) and payable by the Tenant as set forth in subclause 4.1(a), subject to subclause 4.2(e);

**“Base Building Shell”** will have the meaning ascribed thereto in Schedule D to this Lease;

**“Base Year”** means, for the purpose of determining Base Year (Operating Costs) or for any other purposes related to the payment by the Tenant of a share of Operating Costs, the period of **TWELVE (12)** calendar months commencing on the later of the Commencement Date or the date that the Building has achieved an occupancy rate of at least EIGHTY FIVE (85%) percent of the Total Rentable Area and means, for the purpose of determining Base Year (Taxes) or for any other purposes related to the payment by the Tenant of a share of Taxes, the later of the Commencement Date or the date in the taxation year following the Commencement Date on which the Taxes levied and assessed against the Land and the Building are so levied and assessed on the basis that the Building is fully completed for the whole of such year, without any rebate or concession.

**“Base Year (Operating Costs)”** means the Operating Costs, as hereinafter defined, incurred or that would have been incurred had the Landlord maintained the Land and the Building to the same standard as a prudent Landlord in the market of the Building for the same class of building in the market, during the Base Year.

Furthermore, where any one service included in Operating Costs is performed in the Base Year under any form of warranty at no charge to the Landlord, the usual cost paid by a prudent Landlord in the market of the Building for the same class of building in the market for such service will be ascertained and included in the Base Year (Operating Costs).

Notwithstanding the preceding definition, the parties agree that the Base Year for the purposes of this definition will be the period shown in subclause 1.1(l), if any, and that the Base Year (Operating Costs) will be the amount determined pursuant to subclause 1.1(l), if such subclause has been completed;

**“Base Year (Taxes)”** means the Taxes assessed against the Land and the Building during the Base Year. Notwithstanding the preceding definition, the parties agree that the Base Year for the purposes of this definition will be the period shown in subclause 1.1(j), if any, and that the Base Year (Taxes) will be the amount determined pursuant to subclause 1.1(j), if such subclause has been completed;

**“Basic Terms”** means those terms set out in clause 1.1, some of which are more particularly defined in this Schedule B;

**“Building”** means the building and other improvements located on the Land on the Commencement Date and having the municipal address referred to in subclause 1.1(c), and any addition, restoration or replacement thereof, of which the Premises forms a part;

**“Building Code”** means the BC Building Code, as amended from time to time, and the rules and regulations of all other regulatory bodies having jurisdiction;

**“Certified Statement”** means a statement, certified to be correct by a financial officer of the Landlord or by an accredited accountant, substantiating the Operating Costs for a Term Year or any other relevant fiscal period and the portion thereof which is payable by or refundable to the Tenant in accordance with the terms of this Lease and stating that all costs included within the Operating Costs referred to in such statement are “Operating Costs” as defined in this Lease and fairly represent all Operating Costs incurred by the Landlord for such Term Year or other relevant fiscal period and (if applicable) that the portion shown payable by the Tenant is properly chargeable to the Tenant under the terms of this Lease;

**“Commencement Date”** means the date the Term commences as set forth in subclause 1.1(g);

**“Common Areas”** means those areas, facilities, improvements, installations and equipment in or around the Land and the Building that are provided for the benefit or use of more than one tenant or component of the Building including but not limited to, entrances, lobbies, elevators, stairways, access and service corridors, malls, courts and walkways (both open and enclosed), public areas and facilities, public sidewalks (to the extent maintained for the benefit of the Building), public washrooms, indoor and outdoor landscaped areas, mailrooms, electrical, telephone, communication rooms on which the Landlord is not earning income, meter, valve, mechanical, storage room, delivery facilities, package or passenger pick-up areas, waste disposal or recycling facilities, and driveways, laneways and ramps, all as may be altered, expanded, reduced, reconstructed or relocated from time to time subject to the Tenant’s consent (such consent not to be unreasonably withheld, delayed or conditioned) and excluding the Parking Areas;

**“Environmental Laws”** means all existing and future federal, provincial, and municipal legislation (and regulations passed pursuant thereto), all existing and future bylaws, notices, orders, rules, protocols, policies, directions, and guidelines of all governmental authorities and

all present and future principles of common law and equity relating to environment, health, safety matters or conditions, Hazardous Substances, pollution, or protection of the environment;

**“Hazardous Substances”** means, without limitation, any substance, waste, liquid, gaseous or solid matter, fuel, micro-organism, sound, vibration, ray, heat, odour, radiation, energy vector, plasma, organic or inorganic matter which is deemed to be, alone or in any combination, hazardous, hazardous waste, toxic, a pollutant, a deleterious substance, a contaminant, or a source of pollution under any Environmental Laws (including, without limitation, asbestos and any material containing asbestos);

**“HVAC”** means all interior climate control (including heating, ventilating and air conditioning) systems, installations, equipment and facilities in or servicing the Building;

**“Insured Damage”** means that part of any damage occurring to any portion of the Building (including the Premises) by any peril against which the Landlord is responsible for insuring under this Lease;

**“Land”** means that land described in subclause 1.1(c);

**“Landlord”** means the person executing this Lease and includes its successors and assigns;

**“Minor Elevator Maintenance”** means routine periodic inspections and minor service carried out by qualified elevator service technicians (all other replacement, maintenance and/or repair of elevator components in the Building will be the responsibility of the Landlord and are defined as **“Major Elevator Maintenance”**);

**“Minor HVAC Maintenance”** means:

- air filter replacement
- belt replacement
- coupling replacement and repair
- linkage repair
- lubrication of fans, pumps and linkages
- routine periodic inspections carried out by qualified HVAC service technicians

(all other replacement, maintenance and/or repair of HVAC components in the Building will be the responsibility of the Landlord and are defined as **“Major HVAC Maintenance”**);

**“Normal Business Hours”** means the hours from 7:00 a.m. to 6:00 p.m. Monday to Friday, inclusive, of each week, statutory holidays excepted;

**“Operating Costs”** means the direct, substantiated cost to the Landlord of ordinary non-capital expenditures incurred in connection with the operation and maintenance of the Land and the Building as itemized in column (B) of Schedule C and the cost of services provided by the Landlord but paid for by the Tenant as itemized in column (C) of Schedule C. Operating Costs may include, without duplication and only if applicable and appropriate, the following:

- (a) the amount paid (including wages and statutory fringe benefits) to the employees and/or contractors directly employed in the operation, maintenance and repair of the Land and the Building (excluding officers, clerical, secretarial, and accounting

staff of the Landlord) which may be reasonably allocated to permitted Operating Costs;

- (b) Minor HVAC Maintenance and Minor Elevator Maintenance costs;
- (c) water and sewer charges (if not included in Taxes);
- (d) electric power charges not otherwise chargeable to tenants, save and except for power factor surcharges;
- (e) fuel for heating, cooling and hot water;
- (f) snow and garbage removal;
- (g) maintenance of the Common Areas;
- (h) sweeping, cleaning and washing of the Parking Area and line painting of the Parking Area, not to include any surface or structural repair;
- (i) cleaning and janitorial expenses including window cleaning, washroom cleaning and cleaning supplies;
- (j) costs incurred by the Landlord for supplies and materials used by its employees and/or contractors in connection with the maintenance of the interior of the Building and the Common Area;
- (k) light fixture maintenance (including ballast), fluorescent tube and light bulb replacement;
- (l) insurance required by clause 9.1 of this Lease to be placed, maintained and paid for by the Landlord;
- (m) the amortized cost of any improvements, equipment, fixtures or otherwise which will reduce or limit increases in Operating Costs provided that the Tenant has first approved in writing the expenditure and agreed with the amortization period and rate, such approval not to be unreasonably withheld, delayed or conditioned; and
- (n) the amortized cost of the redecoration and refurbishment of the Common Areas provided that the Tenant has first approved in writing the expenditure and agreed with the amortization period and rate, such approval not to be unreasonably withheld, delayed or conditioned;

and will exclude costs for:

- (i) structural and roof repairs of the Building including plate glass replacement
- (ii) penalties and interest assessed on late or deficient payments by the Landlord;
- (iii) repair or replacement of any item or any other costs incurred as a result of vandalism or of the negligence of the Landlord or its employees, customers, agents or invitees;

- (iv) the ownership, management or operation of a garage or Parking Area which does not supply free parking to the Tenant and its invitees;
- (v) any sales tax, goods and services tax, value added tax or any similar tax ("Sales Tax") paid or payable by the Landlord on the purchase of goods and services included in operating costs which may be available to and claimed by the Landlord as a credit in determining the Landlord's net tax liability or refund on account of Sales Tax but only to the extent the Sales Tax is included in the operating costs;
- (vi) any management fees;
- (vii) any fee, cost or commission incurred to procure or attempting to procure other tenants including brokerage commissions, space planners' fees, finders' fees, lawyers' fees, lease take-over costs, advertising, marketing and promotion costs, entertainment costs and travel expenses, and the cost of tenant improvements or renovation work for tenants or removing tenant improvements;
- (viii) the wages of any employees of the Landlord (except any who devote substantially all of their time to the operation of the Building), the Landlord's general overhead attributable to the activities of the Landlord's officers and executives, including their remuneration, and all of the Landlord's costs which are not specifically costs of operating the Building (including, without limitation, accounting and legal matters, costs of defending any lawsuits with any mortgagee, costs of selling, syndicating, financing, mortgaging or hypothecating the Land and the Building and costs of any disputes between the Landlord and its employees or between the Landlord and any managers of the Building);
- (ix) lawyers' fees, accounting fees and expenditures incurred in connection with negotiations, disputes and claims of other tenants or occupants of the Land or with other third parties; and
- (x) any cost of acquiring sculptures, paintings and other objects of art.

Amounts normally charged to depreciation, payment of rent by the Landlord under a ground lease or any other underlying lease, interest on debt or capital retirement of debt (whether pursuant to a mortgage of the Land and the Building or otherwise), taxes levied or assessed against the Landlord personally or on account of its interest in the Land and the Building or any part thereof, or on account of its ownership of capital employed in the Land and the Building, as the case may be (including, without limitation, income taxes, wealth taxes, large corporation taxes and capital taxes), bad debts (including unpaid rent) or reserves for bad debts or unpaid rents and all Landlord oriented costs, such as management, advertising, legal, accounting, leasing costs including rental agent fees, tenant allowances, improvements or inducements will not be included in calculating Operating Costs.

In no event will "Operating Costs" include any increases thereto resulting from or related to additions or improvements made to the Land by persons other than the Tenant unless such additions or improvements were requested and approved by the Tenant.

**"Parking Area"** or **"Parking Areas"** means all parking facilities located within the Building or below grade levels of the Building or otherwise on the Land for the purpose of parking, and



which may be, subject to the Tenant's consent (such consent not to be unreasonably withheld, delayed or conditioned), altered, reduced or extended from time to time, including, without limitation, all entrances and exits, access ramps and any delivery passages located therein;

**"Premises"** means the buildings numbered 4, 6, 8 and 13 containing a deemed to be 150,000 square feet of Rentable Area and having the location and configuration shown as or referred to in Schedule A, as such Premises may be reduced in size from time to time pursuant to clause 13.2;

**"Proportionate Share (Operating Costs)"** means a fraction, the numerator of which is the Rentable Area of the Premises and the denominator of which is the Total Rentable Area.

However, in the event that the Building is subject to multiple-purpose tenancies (for example, both retail and office tenancies) or contains underground parking, due weight and consideration will be given to the use being made and benefits derived or being derived by the Tenant in relation to other users of the utilities and services (including the Landlord and other tenants and occupants) in determining the Proportionate Share (Operating Costs) to be used for the purposes of this Lease.

In the case of separately metered utilities which are for the sole use of a particular tenant, such tenant (including the Tenant) will pay 100% of the costs recorded by such meter and such costs will not be included in Operating Costs;

**"Proportionate Share (Taxes)"** means a fraction, the numerator of which is the Rentable Area of the Premises and the denominator of which is the Total Rentable Area. In the event that the Building contains both office and retail premises, the Proportionate Share (Taxes) will be determined on the basis of the Rentable Area of the Premises and the Rentable Area of all rentable premises located in the office component of the Building (instead of the Total Rentable Area) and on the basis of the Taxes allocated to the office component of the Building or, if Taxes are not separately allocated between the office and the retail components, then on the basis of the share of the Taxes which should properly be allocated to the office component based on the assessment provided by the British Columbia Assessment Authority or its successor in legislation, of the office and the retail components);

**"Rent"** means and includes the Annual Base Rent and the Additional Rent;

**"Rent Commencement Date"** means the date on which the Tenant's obligation to pay Annual Base Rent pursuant to subclause 4.2(a) commences, as set forth in subclause 1.1 (i);

**"Taxes"** means all taxes, rates, duties, levies, and assessments whatsoever, whether municipal, parliamentary, or otherwise, which are levied, imposed or assessed against or in respect of the Building and the Land (excluding the Parking Areas), or which are from time to time levied, imposed or assessed in the future in addition or in lieu thereof, including those levied, imposed or assessed for education, schools and local improvements, but excludes taxes and license fees in respect of any business carried on by tenants and occupants of the Building, taxes upon the income of the Landlord and any capital or corporation capital taxes levied against the Landlord. In no event will "Taxes" include any increases thereto resulting from or related to additions or improvements made to the Land or the Building by persons other than the Tenant unless such additions or improvements were requested and approved by the Tenant;

**“Tenant Improvements”** means all improvements, fixtures, installations, alterations and additions from time to time made, erected or installed to or in the Premises, in addition to or beyond the Base Building Shell, including all partitions however affixed, millwork, internal stairways, doors, hardware, light fixtures, carpeting and other applied floor finishes and HVAC and other building services not forming part of the Base Building Shell to be done by and at the cost of either of the parties hereto and as may be more clearly set out in Schedule G, but not including tenant trade fixtures or any furniture, equipment or other personal property of the Tenant or its subtenants or licensees;

**“Term”** means the initial term of this Lease set forth in subclause 1.1(f) and any renewal or extension thereof and any period of permitted overholding;

**“Term Year”** means, in the case of the first Term Year, the period beginning on the Commencement Date and terminating **TWELVE (12)** months from the last day of the calendar month in which the Commencement Date occurs (except that if the Commencement Date occurs on the first day of a calendar month, the first Term Year will terminate on the day prior to the first anniversary of the Commencement Date) and, in the case of each subsequent Term Year, means each **TWELVE (12)** month period after the first Term Year; and

**SCHEDULE C**

**LANDLORD AND TENANT SERVICES RESPONSIBILITY**

(A) ITEM	S17			
<b>CLEANING – Common Area</b>				
Janitorial Service and Supplies			X	
Window Cleaning Interior			X	
Window Cleaning Exterior			X	
<b>CLEANING – Premises</b>				
Janitorial Service and Supplies			X	
Window Cleaning Interior			X	
Window Cleaning Exterior			X	
<b>GROUND</b>				
Maintenance of Common Area			X	
Snow Removal			X	
Redecoration and Refurbishment of Common Area			X	
<b>HVAC</b>				
HVAC Repairs			X	
<b>ELEVATOR</b>				
Elevator Repairs			X	
<b>ELECTRICAL</b>				
Lamp and Tube Replacement-Premises			X	
Lamp and Tube Replacement-Common Areas			X	
<b>NON-ENERGY UTILITIES</b>				
Garbage Removal			X	
Water and Sewage			X	
Recycling Program			X	
<b>FUELS</b>				
Heating and Cooling – Premises			X	
Heating and Cooling – Common Areas			X	
<b>ELECTRICITY</b>				
Electricity- Premises			X	
Electricity – Common Area			X	
<b>PARKING</b>				
Parking Rent				X
<b>INSURANCE</b>				
Fire and Extended Coverage Perils P.L. and P.D.	X			
Tenant Improvements and chattels	X			
<b>TAXES</b>				
Taxes	X			
<b>TENANT IMPROVEMENTS</b>				
Tenant Improvements (Schedule G)				X
Maintenance of Tenant Improvements			X	
<b>SECURITY SYSTEMS</b>				
Building – Equipment & Monitoring			X	
Premises - Equipment & Monitoring			X	
<b>FIRE &amp; SAFETY</b>				
Building & Common Area			X	
Premises			X	

**SCHEDULE D**  
**BASE BUILDING SHELL**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.

**SCHEDULE E**

**CERTIFICATE**

**TO:** \_\_\_\_\_  
(the "Purchaser")

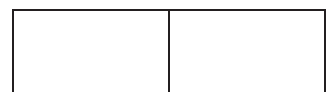
**FROM:** HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, as represented by the Minister of Technology,  
Innovation and Citizens' Services  
(the "Tenant")

**REGARDING:** \_\_\_\_\_  
(the "Premises")

1. The Tenant leased the Premises from the Landlord under a lease dated:  
\_\_\_\_\_ (the "Lease").
2. The term of the Lease is \_\_\_\_\_ (the "Term").
3. The rent payable over the Term is \$ \_\_\_\_\_, made by way of:  
\_\_\_\_\_ monthly payments of \$ \_\_\_\_\_.
4. The Lease has been validly authorized, executed and delivered by the Tenant.
5. To the knowledge of the Tenant, no litigation or governmental or municipal proceeding has been commenced against the Tenant with respect to the Premises.

Dated at Victoria, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, by the Minister of Technology, Innovation and Citizens' Services or the Minister's authorized representative.



**SCHEDULE F**  
**OPTION TO RENEW**

Not Applicable

**SCHEDULE G**  
**TENANT IMPROVEMENTS**

Not Applicable.

## SCHEDULE H

### ADDITIONAL PROVISIONS

#### EARLY TERMINATION

The Landlord, under a separate agreement with the Tenant, has agreed to develop and construct +/-180,000 rentable square feet of new office premises for the Tenant on the Land in one or more buildings (the "New Premises"). During the Term of this Lease, the Tenant shall have the unilateral right to reduce the Rentable Area of the Premises on a pro rata basis by an amount equivalent to the area the Tenant is to occupy in the New Premises with a corresponding reduction in the Annual Base Rent and the Additional Rent with said reduction to take effect on the date established for the lease commencement date or dates for the New Premises.

#### MAINTENANCE OF SERVICES AND UTILITIES DURING CONSTRUCTION OF NEW PREMISES

The Landlord will ensure that infrastructure, works and activities related to the provision of services and utilities to the Premises, including without limitation access corridors and areas and their use, underground pipes and conduits, and wiring, are not affected by the Landlord's construction or other activities on the Land. If services or utilities to the Premises are affected by the Landlord's activities, upon receipt of written notice from the Tenant, the Landlord will promptly remedy the matter.



**SCHEDULE I**  
**ENVIRONMENTAL DISCLOSURE**

Not Applicable

**SCHEDULE J**  
**JANITORIAL SERVICE**

Not Applicable

**SCHEDULE K**  
**LANDLORD'S SERVICES**

The Landlord covenants to supply the following specified services:

Utilities and Washrooms

(a) Utilities and Washrooms

(b) HVAC and Lighting Systems

(c) Cold Water

The provisions of an adequate cold water supply to the Building and the floor of the Premises

(d) Redecoration and Refurbishment

(e) Refuse Disposal

(f) Elevator

(g) Emergency Facilities

(h) Security

(i) Maintain Grounds, Compounds and Parking Areas

The regular and proper maintenance of paved surfaces of the Land including the removal of snow from parking areas, and the effective control of the use of designated Parking Areas. Where parking is provided, the Landlord will ensure adequate lighting is provided for the safety and security of all users.



**REQUEST FOR PROPOSALS**  
**Development of Land and Lease of New Office Space**  
**South Block, Victoria, BC, Canada**

Shared Services BC of the British Columbia Ministry of Technology, Innovation and Citizens' Services, has authorized Colliers on its behalf to solicit proposals for the purchase, development and lease back to the Province of property located in the City of Victoria, British Columbia, Canada. The Province requires an immediate short-term leaseback arrangement to the Province for existing office space premises and a long-term lease for new office space once the Properties have been developed.

This RFP is not an offer but rather an invitation for interested parties to deliver an Offer to Purchase to the Province that demonstrates their qualifications, development approach and response to purchase and lease requirements. Approval of sale of the Properties and lease terms will be at the sole discretion of the Province. This RFP does not commit the Province to sell or lease land to or from any Respondent based solely on receipt of an Offer to Purchase.

Unless otherwise provided, capitalized terms have the meanings set out in **Appendix A**.

## **1. BACKGROUND**

### **(a) Properties**

The Properties available for development are presently comprised of multiple lots and portions of lots. It will be a condition precedent to the sale of the Properties that the Province will reconfigure the legal boundaries to conform with the Properties as described in this RFP. The Province will only consider Offers to Purchase for the Properties as a whole. The Province is not interested in proposals that are for only a portion of the Properties. Please refer to the plans of the Properties in **Schedule A** to the Offer to Purchase attached as **Appendix B. Schedule B** to the Offer to Purchase sets out the permitted encumbrances.

The Properties are subject to a Master Development Agreement between the Province and the City of Victoria, a copy of which can be viewed in the Colliers Virtual Data Room. The Master Development Agreement expires June 3, 2014.

Portions of the Properties are subject to an Easement and Covenant for parking purposes. The Province is investigating whether these encumbrances may be removed from the Properties prior to the date of sale.

### **(b) Lease of Existing Premises**

The Province requires an immediate Lease to the Province of the Leaseback Premises located on the Properties. The Leaseback Lease will be for a term of up to five (5) years, to coincide with availability of the New Build Premises. The Province may surrender all or a portion of the Leaseback Premises prior to the end of the term of the Leaseback Lease if replacement premises are available in the New Build Premises. The Leaseback Lease may include additional terms governing the surrender of portions of the Leaseback Premises required for construction of the New Build Building, to be negotiated between the Purchaser and the Province based on the Purchaser's construction plan and schedule, and the availability of replacement space in completed sections of the New Build Building.

The lease rate for the entire term of the Leaseback Lease will be \$17 per year, on an absolute net basis to the landlord. Reductions in the leased area for the Leaseback Premises will be accounted for at a rate of \$17 per RSF per year. These rates are not negotiable. The Leaseback Lease will be substantially on the terms and conditions of the Province's form of lease attached as **Schedule C** to the Offer to Purchase.

### **(c) Lease of New Build Premises**

The Province is interested in a twenty (20) year lease term of rentable office space within the New Build Building and associated parking on the Properties. The New Build Premises are to be multi-floor in a single- or multi- occupancy building with direct public access at grade. The New Build Premises will consist of approximately 180,000 RSF, subject to planning and efficiencies and completion of final space plans.

The Province is prepared to entertain phasing of the total build out of the New Build Premises with the first phase being not less than 60,000 square feet. Occupancy of at least 60,000 square feet is required **no later than March 1, 2017**. The exact terms of the New Build Lease or leases will be negotiable depending on the nature of the proposals submitted and the agreement reached with the Purchaser. A New Build Lease entered into by the Province will be substantially on the terms and conditions of the Province's standard form of lease, attached as **Schedule D** to the Offer to Purchase.

The Province will have the option to renew the New Build Lease(s) at its sole discretion for two additional lease terms of an additional 10 years each.

Please refer to **Appendices C, D, E and F** for base building specifications.

### **(d) Relocation and Restoration of Heritage Buildings**

It will be the sole responsibility of the Purchaser to deconstruct the existing buildings onsite and to relocate and restore the Heritage Houses as set out in the Offer to Purchase, in accordance with the Master Development Agreement with the City of Victoria. The Heritage Houses will be delivered with vacant occupancy on the completion of the purchase and sale of the Properties.

### **(e) Zoning Designation**

The Properties are zoned CD-2 Zone, Legislature Comprehensive District.

It will be the sole responsibility of the Purchaser to address zoning requirements for development purposes and to satisfy itself that the zoning of the Properties will permit the uses as contemplated under both the New Build Lease and the relocation of the Heritage Houses. For additional information on the current zoning and rezoning process, please contact the City of Victoria directly. Contact information for a City of Victoria representative who can provide

additional information on the status of the zoning for the Properties can be obtained on request to Colliers.

**(g) Geotechnical and Environmental Reports**

Geotechnical and environmental reports will be made available for review by Respondents in Colliers’ Virtual Data Room.

**2. PROPOSALS**

**(a) Form and Content of Proposals**

The Respondent’s Proposal should include a signed Offer to Purchase in the form attached as **Appendix B**. The Proposal should also include a submission for the New Build Building and New Build Lease addressing the following, to be used in preparing the New Build Agreement and New Build Lease, which form conditions precedent to the sale of the Properties pursuant to the Offer to Purchase. Please ensure that the submission for the New Build Building and New Build Lease addresses the following matters in the order in which they appear below, and in Schedule C.

<p>1. <i>Company Profile:</i></p>	<p>A detailed description of the Respondent, including similar project references and any specific building information (including photos) of completed projects undertaken within the last five years, particularly those similar to that proposed for the Province.</p>
<p>2. <i>Management and Developer/Owner:</i></p>	<p>A detailed description of the company/entity planning to develop the project. Please identify the intended manager of the property and its history and experience in managing commercial properties.</p>
<p>3. <i>Team Members:</i></p>	<p>A description of the members of the development team and who will be providing the following services:</p> <ul style="list-style-type: none"> <li>• Developer;</li> <li>• Architect and other consultants; and</li> <li>• General contractor (if known)</li> </ul>
<p>4. <i>Financing:</i></p>	<p>A description of the sources of capital (i.e. debt and equity) anticipated for the development of the project through to completion.</p>
<p>5. <i>Project Timeline:</i></p>	<p>A project timeline identifying key dates and deliverables which should include at a minimum:</p> <p>(a) Rezoning or Amendment to Zoning if</p>

	<p>required</p> <ul style="list-style-type: none"> <li>(b) Completion of final detailed Base Building working drawings;</li> <li>(c) Commencement of construction;</li> <li>(d) Completion of construction to Finished Base Building Shell;</li> <li>(e) Completion of Tenant Work and delivery of the New Build Premises to the Province.</li> </ul> <p>Please outline what the Purchaser would be prepared to do to compensate the Province for costs that the Province would incur due to late delivery of the Premises. The Purchaser should also propose a reporting mechanism to keep the Province up-to-date on the development and construction schedule.</p>
<p>6. <i>New Build Building:</i></p>	<p>A description of the development proposed for the Properties. This should include confirmation that the New Build Building will be in compliance with the lease specifications and build requirements set out in <b>Appendices C, D, E and F</b>.</p> <p>The Province is interested in reviewing any conceptual and other drawings that illustrate the Respondent's proposed plan for development of the Properties.</p>
<p>7. <i>New Build Lease:</i></p>	<p>The lease of the New Build Premises will be substantially in the form attached as <b>Schedule D</b> to the Offer to Purchase. Please provide any additional terms as appropriate for the particulars of the New Build Building.</p> <p>The New Build Lease must provide for a Tenant Improvement Allowance of \$17 S17</p> <p>Please propose a base rental rate for the New Build Premises.</p> <p>Please propose penalty provisions for late or non-delivery of the New Build Premises.</p>

### **3. GENERAL – PROCESS RULES**

#### **(a) Proposals Only**

This RFP does not form an agreement of purchase and sale and shall not be construed as an Offer to Lease. There will be no obligation on the part of the Province to proceed with a purchase and sale agreement or a lease transaction unless or until the appropriate formal agreements have been executed and delivered by the Province and a Respondent or any other party.

The Province is under no obligation to enter into negotiations or contract with any Respondent. The Province at its sole discretion may pursue any proposal or proposals, conduct concurrent negotiations with one or more Respondents, or any other parties, or provide an agreement for sale or lease directly to a Respondent or any other party on the basis of a proposal without further requests, consultation or disclosure. The Province is under no obligation to provide a rationale or justification of the selection process to any of the Respondents. The act of submitting a proposal signifies the Respondent's acceptance of the terms and conditions in this RFP.

#### **(b) Selection Process and Disclosures**

Proposals will be considered based on criteria including, but not limited to, the following:

- Purchase price proposed for the Properties;
- Purchaser's conditions precedent, if any;
- Proposed development plans;
- Lease rate proposed for the New Build Lease;
- Proponent's financial qualifications;
- Proposed penalties in the event of late delivery of the New Build Premises not as a result of any delays caused by the Province; and
- Proponent's track record of projects similar to that of the New Build Building.

The proposed purchase price, lease rate, development plans, and any other matter may be further negotiated with any Respondent.

#### **(c) Additional Information**

The Province will be under no obligation to receive further information, whether written or oral, from any Respondent. The Province may request additional information from any Respondent at any time. In addition, Respondents may also be asked to participate in telephone or in-person interviews to discuss their proposals and to answer questions or provide additional information. The Province may choose not to ask the same questions or for the same information from other Respondents and may conduct requests and interviews concurrently with other Respondents or any other party.

The Province is not bound to enter into negotiations or a Contract with any Respondent. The Province may choose to invite additional proposals by another process or directly contact any potential purchaser outside of this RFP process.

#### **(d) Respondent Expenses**

Any cost incurred by the Respondent in the preparation of its proposal and any subsequent negotiations, if any, will be borne solely by the Respondent.



**(e) Eligibility**

Proposals will not be considered if the Respondent's current or past corporate or other interests may, in the Province's opinion, give rise to an actual or perceived conflict of interest in connection with the project described in this RFP. Late Proposals will not be considered.

**(f) Withdrawal**

By submission of a clear and detailed written notice, the Respondent may amend or withdraw its proposal at any time.

**(g) Limitation of Damages**

The Province will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

Further to the preceding paragraph, the Respondent, by submitting a proposal, agrees that it will not claim damages in respect of this RFP and, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Respondent.

**(h) Other Approvals**

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

**(i) Liability for Errors**

While the Province and Colliers have used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the Province or Colliers, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

**(j) Modification of Terms**

The Province reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time.

**(k) Ownership of Proposals**

All proposals submitted become the property of the Province. They will be received and held in confidence by Colliers and the Province, subject to applicable legislation. Proposals submitted by unsuccessful Respondents will be returned to the Respondents.

**(l) Use of RFP's**

Any portion of this document, or any information supplied by the Province in relation to this RFP, may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, the Respondent agrees to hold in confidence all information supplied by the Province in relation to this RFP.

**(m) No Lobbying**

Respondents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Province, including the evaluation committee and any elected officials of the Province, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the Province.

**(n) Proposal Validity**

Proposals will be open for acceptance for at least thirty (30) days after the closing date of the RFP.

**(o) Submission of Proposals**

All Proposals must be submitted to:

**Colliers International  
1110 - 1175 Douglas Street  
Victoria, B.C.  
V8W 2E1**

**Attention: Michael Miller and Ty Whittaker**

In order to be considered, the Proposal must be received **before 4:00 p.m.**, Victoria time on December 9, 2013. Proposals should be delivered with two paper copies and one electronic copy. Please note that responses sent by facsimile or email will not be accepted unless confirmation is given by Colliers prior to such deadline.

**(p) Questions**

Any and all questions regarding this RFP must be directed to Michael Miller and Ty Whittaker via email at the email addresses set out below;  
Michael.Miller@Colliers.com and/or Ty.Whittaker@Colliers.com

Please present your proposal in a numbered format that corresponds to the sections as they are set out in Section 2 and Appendix C of this RFP. Please address each item specifically, identifying which standards and requirements will be met and which standards and requirements the Respondent either cannot or does not intend to meet.

**(q) List of Appendices**

- 1) **Appendix A** – Definitions
- 2) **Appendix B** – Offer to Purchase
- 3) **Appendix C** – New Build Lease Requirements
- 4) **Appendix D** – Base Building Specifications
- 5) **Appendix E** – Base Building Technical Standards
- 6) **Appendix F** – Premises "Finished Base Building Shell" Condition
- 7) **Appendix G** – Agency Disclosure Form

## APPENDIX A – DEFINITIONS

“**Colliers**” means Colliers Macaulay Nicolls Inc.;

“**Contract**” means any written agreement for the purchase and sale of the Properties resulting from this RFP and executed by the Province and a Respondent;

“**Finished Base Building Shell**” has the meaning set out in **Appendix F**;

“**Heritage Houses**” means those five heritage houses located, as of the date of the Offer to Purchase, on part of the Leaseback Premises;

“**Leaseback Lease**” means a lease from the Purchaser to the Province of the Leaseback Premises on terms and conditions satisfactory to the Province and otherwise substantially on the terms set out in the form of lease attached as **Schedule C** to the Offer to Purchase;

“**Leaseback Premises**” means the premises described as building numbers 4, 6, 8 and 13 on **Schedule A** to the Leaseback Lease;

“**Master Development Agreement**” means the agreement entitled “Victoria Accord – Legislative Precinct Master Development Agreement” made June 6, 1994, between British Columbia Buildings Corporation and the Corporation of the City of Victoria, inclusive of amendments dated May 31, 2006, March 5, 2007 and June 2010;

“**New Build Building**” means a newly constructed building containing office space to be built by the Purchaser on the Leaseback Premises;

“**New Build Agreement**” means an agreement between the parties that:

- (a) may include, without limitation, provisions as to siting, construction, specifications, construction timetable and other matters in relation to the New Build Building, and
- (b) may form part of, or be delivered ancillary to, the New Build Lease;

“**New Build Lease**” means a lease from the Purchaser to the Province of approximately 180,000 square feet of office space within the New Build Building on terms and conditions satisfactory to the Province and otherwise substantially on the terms set out in the form of lease attached as **Schedule D** to the Offer to Purchase;

“**New Build Premises**” means the building, buildings or rentable areas within the New Build Building that are leased by the Province pursuant to the New Build Lease;

“**Offer to Purchase**” means the offer to purchase attached as **Appendix B**;

**“Properties”** means the two parcels of land described respectively as “South Block” and “Q Lot” on **Schedule A** to the Offer to Purchase;

**“Proposal”** means a response to this RFP submitted to Colliers in the form set out in section 2 of this RFP;

**“Province”** means Her Majesty the Queen in Right of the Province of British Columbia;

**“Purchaser”** means the Respondent selected by the Province that enters into a Contract for the purchase and sale of the Properties;

**“Request for Proposals”** or **“RFP”** means the request for proposals process described in this document;

**“Respondent”** means a person that submits, or intends to submit, a Proposal in response to this RFP;

**“RSF”** means rentable square feet;

**“SSBC”** mean Shared Services BC of the Ministry of Technology, Innovation and Citizens’ Services; and

**“Virtual Data Room”** means the electronic document repository operated by Colliers in connection with this RFP.

## APPENDIX B –OFFER TO PURCHASE

### OFFER TO PURCHASE

#### THIS AGREEMENT IS BETWEEN

\_\_\_\_\_

(Registered Name of Corporation OR Full Legal Name of Individual)

\_\_\_\_\_

(Incorporation Number of Corporation OR Occupation of Individual)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(Postal Code)

(the “**Purchaser**”)

#### AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the Minister of Technology, Innovation and Citizens’ Services, Shared Services BC, Integrated Workplace Solutions, 4000 Seymour Place, Victoria BC V8V 1X4

(the “**Province**”)

The parties agree as follows:

#### ARTICLE 1 DEFINITIONS

1.01 In this Agreement,

“**Agreement**” means the agreement for the purchase and sale of the Properties created by the Province’s acceptance of the Purchaser’s offer to purchase the Properties set out in Article 2;

“**Closing Date**” means the earlier of

(a) the later of

(i) 60 days after the Province’s acceptance in Article 16, and

(ii) 10 days after the satisfaction or waiver of all the conditions precedent in Article 7, and

(b) March 21, 2014

provided that if the Land Title Office is closed on that day the purchase and sale of the Properties will be completed on the next day that office is open;

**“Colliers”** means Colliers Macaulay Nicolls Inc.;

**“Crown Grant”** means an instrument in writing conveying the Properties in fee simple to the Purchaser pursuant to the *Land Act*, RSBC 1996, c. 245 and may, at the election of the Province, include a “Form A” transfer under the *Land Title Act*;

**“Deposit”** means the First Deposit and Second Deposit;

**“Due Diligence Material”** means such studies, tests, audits, surveys, investigations, reports (including environmental reports), plans and other information concerning the Properties as is made available to, or as is otherwise accessed or obtained by, the Purchaser;

**“First Deposit”** means the amount of \$\_\_\_\_\_;

**“Heritage Houses”** means those five heritage houses located, as of the date of this Agreement, on part of the Leaseback Premises;

**“Land Title Office”** means the land title office for the land title district in which the Properties are located;

**“Leaseback Lease”** means a lease from the Purchaser to the Province of the Leaseback Premises on terms and conditions satisfactory to the Province and otherwise substantially on the terms set out in the form of lease attached as Schedule C;

**“Leaseback Premises”** means those buildings and premises described as building numbers 4, 6, 8 and 13 in Schedule A of the Leaseback Lease;

**“Master Development Agreement”** means the agreement entitled “Victoria Accord – Legislative Precinct Master Development Agreement” made June 6, 1994 between British Columbia Buildings Corporation and the Corporation of the City of Victoria inclusive of amendments dated May 31, 2006, March 5, 2007 and June 2010;

**“New Build Agreement”** means an agreement between the parties that

- (a) may include, without limitation, provisions as to siting, construction, specifications, construction timetable and other matters in relation to the New Build Building, and
- (b) may form part of, or be delivered ancillary to, the New Build Lease;

**“New Build Building”** means a newly constructed building containing office space to be built by the Purchaser on the Leaseback Premises;

**“New Build Lease”** means a lease from the Purchaser to the Province of approximately 180,000 square feet of office space within the New Build Building on terms and conditions satisfactory to the Province and otherwise substantially on the terms set out in the form of lease attached as Schedule D;

**“Permitted Encumbrances”** means the permitted encumbrances described in Schedule B;

**“Properties”** means the two parcels of land described respectively as “South Block” and “Q Lot” on Schedule A;

**“Purchase Price”** means \$\_\_\_\_\_ of lawful money of Canada which, if applicable, includes all money required to be paid for the Crown Grant and the application fee prescribed under the *Land Act* or any regulations made under that act;

**“Purchaser’s Solicitor”** means the solicitor or notary public, as declared by the Purchaser in section 15.03, who will be acting for the Purchaser to complete this transaction;

**“Second Deposit”** means the amount of \$\_\_\_\_\_.

## **ARTICLE 2 OFFER AND DUE DILIGENCE**

- 2.01 The Purchaser offers to purchase the Properties from the Province, subject to the Permitted Encumbrances, for the Purchase Price and on the terms and conditions set out in this Agreement.
- 2.02 The Purchaser agrees to maintain the confidentiality of the Due Diligence Material and any other such further documents and instruments so delivered, and to return all copies of the same to the Province forthwith if any of the conditions precedent set out in sections 7.01 or 7.03 are not satisfied or waived within the applicable time provided therein or if the Purchaser fails to complete its purchase of the Properties.

## **ARTICLE 3 – MASTER DEVELOPMENT AGREEMENT AND RELOCATION AND RESTORATION OF HERITAGE HOUSES**

- 3.01 The Purchaser will relocate and restore the Heritage Houses at its sole cost and expense and will save and hold harmless the Province from any and all costs, claims, damages and liabilities associated with said move and restoration of the Heritage Houses from and after the Closing Date.
- 3.02 The Purchaser covenants and agrees not to breach or suffer to be breached any provision of the Master Development Agreement, nor to perform, fail to perform, or suffer to be performed, anything which would place the Province in breach of the Master Development Agreement. The Purchaser will indemnify the Province with respect to any liabilities of the Province under the Master Development Agreement arising on and after the Closing Date.

## **ARTICLE 4 - LEASEBACK**

- 4.01 The Purchaser will lease the Leaseback Premises to the Province for a term of five (5) years, commencing on the Closing Date, on terms and conditions satisfactory to the Province and substantially as set out in the Leaseback Lease.

**ARTICLE 5  
PURCHASE PRICE AND TAXES**

- 5.01 The Purchaser will pay the Purchase Price to the Province as follows:
- (a) the Purchaser will deliver the First Deposit to Colliers within two (2) business days following the execution of this Agreement by both parties; and
  - (b) the Purchaser will deliver the Second Deposit to Colliers within two (2) business days following the satisfaction or waiver of all the conditions precedent in Article 7; and
  - (c) the Purchaser will deliver the balance of the Purchase Price, plus or minus the adjustments provided for in section 6.01, in accordance with Article 9.
- 5.02 The Purchaser will pay all registration charges, *Property Transfer Tax Act* tax, tax under the *Excise Tax Act* (Canada) and all other taxes and charges payable upon the transfer of the Properties to the Purchaser.
- 5.03 The parties will deal with the Deposit as follows:
- (a) if any of the conditions precedent set out in Article 7 are not satisfied or waived in the manner and within the times provided in this Agreement, then the Province will return the Deposit to the Purchaser; or
  - (b) on the Closing Date, the Province will credit the Deposit toward the Purchase Price; or
  - (c) if the Purchaser fails to complete the purchase of the Properties in accordance with this Agreement or if the Purchaser repudiates this Agreement, then, the Deposit is non-refundable and the Purchaser will forfeit the Deposit to the Province without prejudice to any other rights or remedies of the Province.
- 5.04 No interest on the Deposit will accrue or otherwise be paid or be payable to the Purchaser or credited against the Purchase Price.
- 5.05 All monies to be paid or remitted to the Province under this Agreement will be paid by way of solicitor's trust cheque, bank draft or certified cheque payable to the Minister of Finance, Province of British Columbia, except the Deposit which will be payable to Colliers.

**ARTICLE 6  
CLOSING, ADJUSTMENT AND POSSESSION DATE**

- 6.01 The purchase and sale of the Properties will be completed, possession will be yielded to the Purchaser free and clear of all liens, charges and encumbrances except the Permitted Encumbrances and all adjustments as to taxes and all other matters normally adjusted between a vendor and purchaser on the sale of income-producing real property in British Columbia will be made between the parties as of 12:01 a.m. on the Closing Date.



- 6.02 For the purpose of section 6.01, if the Province has paid or will, during the calendar year in which the purchase and sale of the Properties is completed, pay a grant in lieu of property taxes for the Properties, the grant in lieu of property taxes will be deemed to be property taxes for the Properties.

## **ARTICLE 7 CONDITIONS PRECEDENT**

- 7.01 The obligation of the Province to complete the sale of the Properties is subject to the satisfaction or waiver of the following conditions on or before 5:00 p.m. on the dates set out below:
- (a) agreement as to the terms of the New Build Lease on or before February 28, 2014;
  - (b) agreement as to the terms of the Leaseback Lease on or before February 28, 2014;
  - (c) agreement as to the terms of the New Build Agreement on or before February 28, 2014;
  - (d) registration and issuance of titles in the Land Title Office on or before the Closing Date for each of the parcels which comprise the Properties and having boundaries in the locations and with dimensions that conform to those depicted for each of the Properties as set out on Schedule A; and
  - (e) the Province having engaged in consultations with First Nations as required by law and having concluded that all applicable consultation or accommodation requirements in connection with asserted aboriginal rights or title having been discharged, such that all of the transactions contemplated by this Agreement can proceed without breaching any such legal duties owed to First Nations on or before February 28, 2014.
- 7.02 The conditions set out in section 7.01 are for the sole benefit of the Province and may be waived by written notice to the Purchaser prior to the date in section 7.01. If the conditions are not satisfied or waived on or before the date in section 7.01, this Agreement will terminate, the Province will return the Deposit to the Purchaser and neither party will have any further obligations to the other under this Agreement, except for any provisions which state they will survive the termination of this Agreement.
- 7.03 The obligation of the Purchaser to complete the purchase of the Properties is subject to the satisfaction or waiver of the following conditions on or before 5:00 p.m. on the dates set out below:
- (a) the Purchaser being satisfied in its sole discretion with the Due Diligence Material and all searches and investigations which it may have carried out with respect to the Properties on or before February 28, 2014;
  - (b) agreement as to the terms of the New Build Lease on or before February 28, 2014;

- (c) agreement as to the terms of the Leaseback Lease on or before February 28, 2014;
  - (d) agreement as to the terms of the New Build Agreement on or before February 28, 2014;
  - (e) registration and issuance of titles in the Land Title Office on or before the Closing Date for parcels representing each of the Properties and having boundaries conforming to those depicted for each of the Properties as set out on Schedule A; and
  - (f) rezoning by The Corporation of the City of Victoria of each of the Properties in accordance with the rezoning application to reinstate office uses in the CD-2 Zone, under application number #00416, entitled "Rezoning #00416 South Block (506 Government St) Q Lot (430 Menzies St/450 Superior St)".
- 7.04 The conditions set out in section 7.03 are for the sole benefit of the Purchaser and may be waived by written notice and payment of Second Deposit to the Province prior to the date in section 7.03. If the conditions are not satisfied or waived on or before the date in section 7.03, this Agreement will terminate, the Deposit will be returned to the Purchaser and neither party will have any further obligations to the other under this Agreement.
- 7.05 In consideration of Ten (\$10.00) Dollars, non-refundable, paid by the Purchaser to the Province, and paid by the Province to Purchaser, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree not to revoke this Agreement while it remains subject to any of the conditions precedent set out in section 7.01 and section 7.03. The parties agree that this Agreement will become an unconditional contract for the sale and purchase of the Properties forthwith upon the satisfaction or waiver of the conditions precedent set out in section 7.01 and section 7.03.

## **ARTICLE 8 CLOSING DOCUMENTS**

- 8.01 Not later than five days prior to the Closing Date, the Purchaser, at its expense, will deliver the following documents to the Province:
- (a) a statement of the adjustments provided for in section 6.01 prepared by the Purchaser;
  - (b) an executed copy of the New Build Lease;
  - (c) an executed copy of the Leaseback Lease;
  - (d) an executed copy of the New Build Agreement;
  - (e) all other documents necessary to complete the purchase and sale of the Properties.
- 8.02 Prior to the Closing Date, the Province, at its expense, will deliver the Crown Grant and the documents referred to in section 8.01 (b) through (e) to the Purchaser's Solicitor, in trust, on the Purchaser's Solicitor's undertaking to deliver the balance of the Purchase

Price and copies of the Crown Grant with registration particulars noted on it to the Province in accordance with section 9.04.

## **ARTICLE 9 CLOSING PROCEDURE**

- 9.01 The Purchaser will cause the Purchaser's Solicitor to hold the Crown Grant and other documents delivered pursuant to section 8.02 in trust to be dealt with in accordance with this Article.
- 9.02 If there is a title to the Properties, the Purchaser's Solicitor, or the solicitor's agent, will attend at the Land Title Office on the Closing Date and conduct a pre-registration search of title to the Properties and, upon being satisfied that title to the Properties is registered in the name of the Province free and clear of all liens, charges and encumbrances except the Permitted Encumbrances, the Purchaser's Solicitor, or the solicitor's agent, will deposit the Crown Grant in the Land Title Office.
- 9.03 If there is no title to the Properties, the Purchaser's Solicitor, or the solicitor's agent, will deposit the Crown Grant in the Land Title Office on the Closing Date.
- 9.04 If there is a title to the Properties, after depositing the Crown Grant in the Land Title Office in accordance with section 9.02, the Purchaser's Solicitor, or the solicitor's agent, will conduct a post-deposit search of the title to the Properties and, upon confirming that in the normal course of procedure in the Land Title Office the Purchaser will be registered as owner in fee simple of the Properties free and clear of all liens, charges and encumbrances except the Permitted Encumbrances, the Purchaser's Solicitor, at the Purchaser's expense, will deliver to the Province the balance of the Purchase Price to be remitted to the Province in accordance with Article 5, a copy of the Crown Grant with registration particulars noted on it and a copy of each of those documents referred to in section 8.02. The Purchaser's Solicitor will also take all steps which may be required to cause the Deposit to be released to the Province.
- 9.05 If there is no title to the Properties, after depositing the Crown Grant in the Land Title Office in accordance with section 9.03, the Purchaser's Solicitor, at the Purchaser's expense, will deliver to the Province the balance of the Purchase Price to be remitted to the Province in accordance with Article 5, a copy of the Crown Grant with registration particulars noted on it and a copy of each of those documents referred to in section 8.02. The Purchaser's Solicitor will also take all steps which may be required to cause the Deposit to be released to the Province.
- 9.06 If the Purchaser is relying upon a new mortgage to finance the Purchase Price, the Purchaser, while still required to pay the Purchase Price on the Closing Date, may wait to pay the Purchase Price to the Province until after the Crown Grant and new mortgage documents have been lodged for registration in the Land Title Office, but only if, before such lodging, the Purchaser has:
- (a) made available for tender to the Province that portion of the Purchase Price not secured by the new mortgage;
  - (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration; and

- (c) made available to the Province the Purchaser's Solicitor's undertaking to pay the Purchase Price upon the lodging of the Crown Grant and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.

**ARTICLE 10  
TRANSFERS ON OR BEFORE THE CLOSING DATE**

- 10.01 The Purchaser will not, on or before the Closing Date, assign, transfer or dispose of its rights under this Agreement, in whole or in part, without the prior written consent of the Province, which consent may be withheld by the Province in its sole discretion.
- 10.02 For the purpose of section 10.01, if the Purchaser is a corporation, a change in the control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) of the Purchaser is deemed to be an assignment, transfer or disposition of the rights of the Purchaser under this Agreement.
- 10.03 If the Province provides its consent under section 10.01, the consent does not release the Purchaser from its obligations under this Agreement.

**ARTICLE 11  
WARRANTIES, REPRESENTATIONS, ACKNOWLEDGMENTS AND AGREEMENTS  
OF THE PURCHASER**

- 11.01 The Purchaser may enter and inspect the Properties only in accordance with the written direction of the Province. The Purchaser will not interfere with any occupants of the Properties and will not injure the Properties. The Purchaser will be responsible for and will indemnify the Province for all damages, costs, expenses arising in connection with the Purchaser's actions pursuant to this section, and this covenant shall survive the termination of this Agreement.
- 11.02 The Purchaser warrants and represents to the Province, with the knowledge that the Province will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement, that now and on the Closing Date:
- (a) if it is a corporation:
- (i) it has been incorporated or registered and it exists and is in good standing under the laws of British Columbia or Canada; and
  - (ii) it has the corporate power, capacity and authority to enter into this Agreement and to carry out its obligations under this Agreement, all of which have been authorized by the necessary corporate proceedings;
- (b) if the Purchaser is an individual, he or she is either a Canadian citizen or a permanent resident of Canada and will deliver to the Province, on request, a statutory declaration to that effect; and

- (c) the Purchaser has satisfied itself as to:
- (i) the condition of the Properties (including surface and groundwater), environmental or otherwise, including the presence or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Properties and on or under any surrounding or neighbouring land and the current and past uses of the Properties and any surrounding or neighbouring land;
  - (ii) the general condition and state of all utilities or other systems on or under or which will serve the Properties;
  - (iii) the zoning of the Properties and the bylaws of any governmental body which relate to the development, use and occupation of the Properties;
  - (iv) the size, scope, location, and condition of the demised premises as related to the Leaseback Lease;

and has conducted, or had the opportunity to conduct, an independent investigation of each of these matters and all other matters it considers material to the Properties or to this Agreement.

11.03 The Purchaser acknowledges, covenants and agrees that:

- (a) the Properties are sold to it “as is”;
- (b) the Province has made no representations or warranties concerning the accuracy, relevance, reliability or any other matter in relation to the Due Diligence Material;
- (c) it has reviewed and accepted copies of the Permitted Encumbrances;
- (d) the Province has not given any warranty or representation concerning any matter whatsoever and, in particular, has not given any warranty or representation concerning:
  - (i) the condition of the Properties (including surface and groundwater), environmental or otherwise, including the presence or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Properties and on or under any surrounding or neighbouring land and the current and past uses of the Properties and any surrounding or neighbouring land;
  - (ii) the general condition and state of all utilities or other systems on or under or which will serve the Properties;
  - (iii) the zoning of the Properties and the bylaws of any governmental body which relate to the development, use and occupation of the Properties;
  - (iv) the application of any federal or provincial statute or law to the Properties; and

- (v) the economic feasibility of the development of the Properties.
- (e) it will, from and after the Closing Date:
  - (i) assume all environmental liabilities relating to the Properties including, but not limited to, all liability for the clean-up of any toxic, hazardous, dangerous or potentially dangerous substances or conditions on or under the Properties or migrating from the Properties (including surface water and groundwater);
  - (ii) indemnify and save harmless the Province from and against all claims, demands, liabilities, losses, damages, costs or expenses suffered or incurred by them arising out of or in connection with all environmental liabilities relating to the Properties, including, but not limited to, any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances migrating from the Properties;
  - (iii) release the Province from and against all claims, demands, liabilities, losses, damages, costs, actions, causes of action, suits and proceedings by the Purchaser with respect to all environmental liabilities relating to the Properties, including, but not limited to, any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances migrating from the Properties; and
  - (iv) assume the Province's obligations under, and be bound by the terms of, the Permitted Encumbrances, and indemnify and save harmless the Province from and against any claims, demands, liabilities, losses, damages, costs or expenses suffered or incurred by them as a result of any default by the Purchaser under the Permitted Encumbrances, from and after the Closing Date;
- (f) there are no warranties, representations, collateral agreements or conditions affecting this Agreement except as set out in this Agreement;
- (g) the Province is under no obligation, express or implied, to provide financial assistance or to contribute, in any way, to the Purchaser's cost of servicing or developing the Properties or to assist the Purchaser in obtaining any permits or approvals in connection with the Properties;
- (h) nothing in this Agreement constitutes the Purchaser as the agent, joint venturer or partner of the Province; and
- (i) it is aware that this Agreement and any information regarding this Agreement or the Purchaser may be disclosed or may be required to be disclosed under the *Freedom of Information and Protection of Privacy Act*, governmental policy or otherwise;

and these covenants and agreements shall survive the termination of this Agreement.

- 11.04 If the Purchaser is comprised of more than one person, all covenants and obligations of the Purchaser will be deemed to be joint and several covenants and obligations of each of those persons.
- 11.05 The Purchaser waives, to the extent permitted by law, any requirement for the Province to provide to the Purchaser a “site profile” for the transfer of the Properties under the *Environmental Management Act* or any regulations made under that act.

**ARTICLE 12**  
**WARRANTIES AND REPRESENTATIONS OF THE PROVINCE**

- 12.01 The Province warrants and represents to the Purchaser with the knowledge that the Purchaser will rely upon these warranties and representations in entering into this Agreement and completing its obligations under this Agreement that, now and on the Closing Date:
- (a) it has the power and authority to dispose of the Properties and the necessary proceedings have been taken by it to enter into this Agreement and to carry out its obligations under this Agreement;
  - (b) it has a good, safe holding and marketable title to the land in fee simple from which titles to the Properties will be registered on or before the Closing Date in accordance with this Agreement free and clear of all liens, charges and encumbrances except the Permitted Encumbrances;
  - (c) all taxes, rates, levies and assessments in respect of the Properties will either be paid in full or adjusted between the parties in accordance with section 6.01;
  - (d) to the best of the Province’s knowledge and information, there is no claim or litigation pending or threatened against it which would affect the right of the Purchaser to acquire the Properties after February 28, 2013;
  - (e) to the best of the Province’s knowledge and information, all documents and instruments required to be delivered or made available to the Purchaser hereunder will be complete in all material respects as of the date of such delivery or communication to the Purchaser (however, the Province makes no warranty or representation as to the accuracy of any such documents or instruments);
  - (f) from and after the date of the execution of this Agreement by the Province, the Province will cause the Properties to be properly kept, repaired and maintained so that on the Closing Date the Purchaser will acquire the Properties in substantially the same condition and state of repair as of the date of the execution of this Agreement by the Province, subject to reasonable wear and tear and save as otherwise provided for herein; and
  - (g) the Province does not have any employees employed to work at the Properties with respect to the operation thereof for which the Purchaser will be responsible following completion.

**ARTICLE 13  
MISCELLANEOUS**

- 13.01 Time is of the essence of this Agreement.
- 13.02 The Properties is at the risk of the Province until 12:01a.m. on the Closing Date.
- 13.03 This Agreement is the entire agreement between the parties with respect to the purchase and sale of the Properties and may not be modified except by subsequent agreement in writing.
- 13.04 All notices, documents or communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been given if delivered by hand, courier or facsimile to the party to whom it is to be given as follows:

to the Purchaser:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_, British Columbia V\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_ Facsimile: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

to the Province:

Ministry of Technology, Innovation and Citizens' Services  
Shared Services BC, Integrated Workplace Solutions  
W109, 4000 Seymour Place  
Victoria, British Columbia V8W 9V1  
Attention: Executive Director, Real Estate Marketing  
Phone: 250 387-6309

provided, however, that a party may, by notice in writing to the other, specify another address for service of notices under this Agreement and, where another address is specified under this section, notice must be delivered to that address in accordance with this Article.

- 13.05 Delivery of the Crown Grant and of those documents contemplated by section 8.02 to the Purchaser's Solicitor and delivery of all money and documents to the Province will be affected by hand or courier to the address specified for the Purchaser's Solicitor or for the Province in this Agreement, such delivery to be effective only on actual receipt.
- 13.06 The warranties, representations and agreements contained in this Agreement will not be subject to merger but will survive the sale of the Properties to the Purchaser.
- 13.07 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by a party unless such waiver is expressed in writing by the party.



The waiver by a party of any breach by the other party of any term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant or other provision and the consent or approval of a party to any act by the other party requiring the consent or approval of the party will not be considered to waive or render unnecessary such consents or approvals to any subsequent, same or similar act by the other party.

- 13.08 No remedy conferred upon or reserved to either party is exclusive of any other remedy in this Agreement or provided by law, but such remedy will be cumulative and will be in addition to any other remedy in this Agreement now or hereafter existing at law, in equity or by statute.
- 13.09 This Agreement is binding upon and enures to the benefit of the Province and its assigns and the Purchaser and its heirs, executors, administrators, successors and permitted assigns.
- 13.10 This Agreement creates contractual rights only between the parties, does not create any equitable or legal interest in the Properties and will not be registered by the Purchaser at any Land Title Office at any time. If the Purchaser registers or attempts to register this Agreement at any land title office at any time, this Agreement will be voidable at the Province's option.
- 13.11 The Province and the Purchaser will perform such further acts and execute such further documents as may reasonably be required to give effect to this Agreement.
- 13.12 The schedules to this Agreement form part of this Agreement.
- 13.13 This Agreement may be executed in counterparts and when the counterparts have been executed by the parties, each originally executed counterpart, whether a facsimile, photocopy or original, will be effective as if one original copy had been executed by the parties to this Agreement.
- 13.14 The Purchaser warrants to the Province that the Purchaser has not utilized the services of any real estate agent or salesperson in connection with the purchase or sale of the Properties to whom any fees, commission or compensation may be payable by the Province.

#### **ARTICLE 14 INTERPRETATION**

- 14.01 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties so require.
- 14.02 The captions and headings contained in this Agreement are for convenience only and do not define or limit the scope or intent of this Agreement.
- 14.03 This Agreement will be interpreted according to the laws of the Province of British Columbia.

- 14.04 Where there is a reference in this Agreement to an enactment of the Province of British Columbia or of Canada, that reference will include a reference to any prior or subsequent enactment of the Province of British Columbia or Canada, as the case may be, of like effect and, unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.
- 14.05 If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section as the case may be, will be considered separate and severable and the remaining parts or sections as the case may be, will not be affected and will be enforceable to the fullest extent permitted by law.

**ARTICLE 15  
DURATION OF OFFER**

- 15.01 This offer is irrevocable by the purchaser and may be accepted by the Province no later than \_\_\_\_\_ on \_\_\_\_\_, 201\_\_.
- 15.02 If applicable, the Purchaser's GST registration number is \_\_\_\_\_.

15.03 If this offer is accepted by the Province, the solicitor who will be acting for the Purchaser is:

\_\_\_\_\_  
(NAME OF FIRM)

\_\_\_\_\_  
(ADDRESS OF FIRM)

\_\_\_\_\_  
(NAME OF SOLICITOR)

\_\_\_\_\_  
(PHONE NO.)

\_\_\_\_\_  
(FACSIMILE NO.)

The Purchaser has executed this offer on \_\_\_\_\_, 201\_\_.

**IF THE PURCHASER IS A CORPORATION:**

SIGNED by an authorized signatory of

\_\_\_\_\_  
(Purchaser – Print corporation name)

Per: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_

**IF THE PURCHASER IS AN INDIVIDUAL:**

SIGNED AND DELIVERED by )

)

\_\_\_\_\_) )

(Purchaser – Print Name) )

in the presence of: )

)

\_\_\_\_\_) )

(Witness – Signature) )

)

\_\_\_\_\_) )

(Witness – Name) )

\_\_\_\_\_  
Purchaser's Signature

**ARTICLE 16  
ACCEPTANCE**

16.01 In consideration of the covenants and agreements of the Purchaser in this offer, the Province accepts this offer and adopts the covenants of the Province in this Agreement.

The Province has executed this Agreement on \_\_\_\_\_, 201\_\_.

SIGNED on behalf of **HER MAJESTY THE QUEEN  
IN RIGHT OF THE PROVINCE OF BRITISH  
COLUMBIA** by the Minister of Technology,  
Innovation and Citizens' Services or the Minister's  
authorized representative

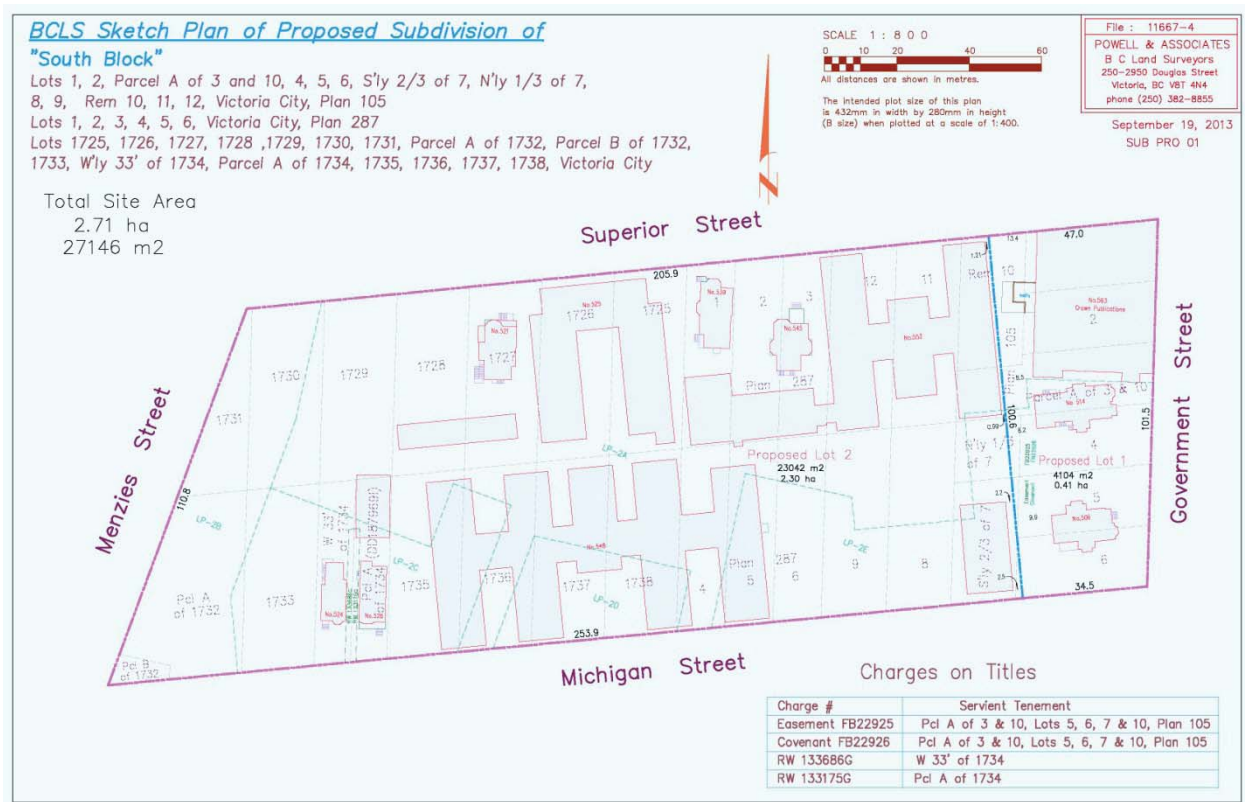
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Minister of Technology, Innovation and Citizens'  
Services or the Minister's authorized representative

# SCHEDULE A THE PROPERTIES

## PART 1 "SOUTH BLOCK"

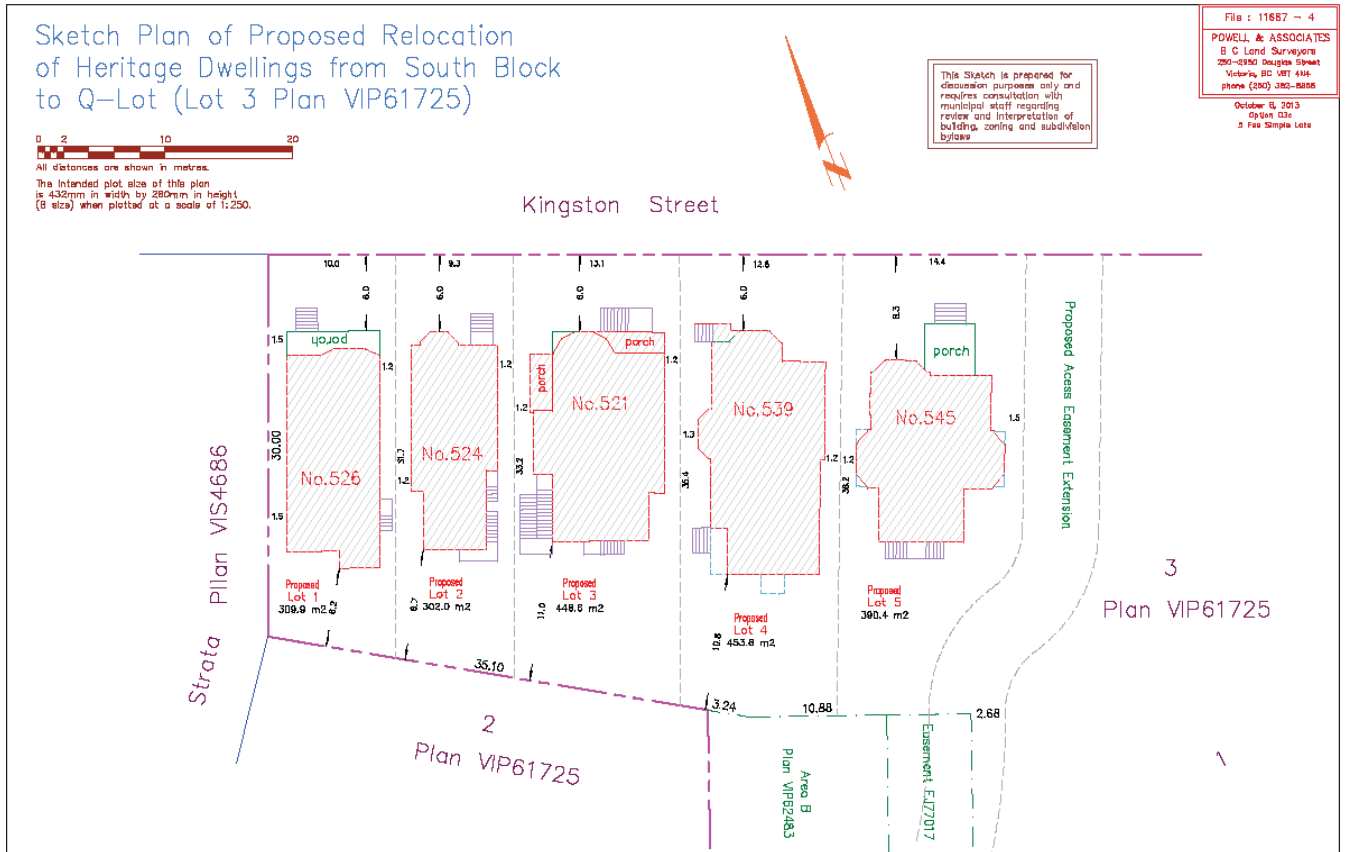
Proposed Lot 2 set out in the BCLS Sketch Plan of Proposed Subdivision of "South Block" below:



# SCHEDULE A

## PART 2 "Q-LOT"

That portion shown on the plan of subdivision of Parcel Identifier 023 204 842 – Lot 3 of Lots 1888, 1890, 1891, 1892, 1893, 1894, 1895, 1914, 1915, 1916, 1917, 1918 and 1919, Victoria City, Plan VIP61725 as shown outlined below as Proposed Lots 1, 2, 3, 4, and 5.



**SCHEDULE B  
PERMITTED ENCUMBRANCES**

**PART A**

**As to “South Block” and “Q-Lot”**

1. All subsisting exceptions and reservations of interests, rights, privileges and titles contained in any previous Crown grant of the Properties.
2. All the interests, rights, privileges and titles contained in section 50 of the *Land Act*.
3. Any conditional or final water licence or substituted water licence issued or given under the *Water Act*, or any prior or subsequent enactment of the Province of British Columbia of like effect, and to the rights of the holder of it to enter on the Properties and to maintain, repair and operate any works permitted on the Properties under the licence at the date of the Crown Grant.
4. All subsisting grants to, or subsisting rights of any person made or acquired under the *Mineral Tenure Act*, *Coal Act* or *Petroleum and Natural Gas Act* or under any prior or subsequent enactment of the Province of British Columbia of like effect.
5. All notations and endorsements noted as “Legal Notations” on the title, if any, to the Properties or any parcel from which the Properties may be created.

**PART B**

**As to “Q-Lot” only**

PID: 023-204-842

1. Notation: This title may be affected by a permit under part 29 of the Municipal Act, See EJ120814 and EJ120815.

**PART C**

**As to “South Block” only**

PIDs: 009-305-777; 009-305-939; 009-305-637; 009-305-769; 009-305-793; 009-305-751

1. Easement FB22925, Appurtenant to Lot B of Lots 1716, 1717, 1746 and 1747, Victoria City, Plan VIP63362
2. Covenant FB22926, to the Corporation of the City of Victoria

**SCHEDULE C  
FORM OF LEASEBACK LEASE**



**SCHEDULE D  
FORM OF NEW BUILD LEASE**

## APPENDIX C – NEW BUILD LEASE REQUIREMENTS

**1) Premises:**

Approximately 180,000 RSF, subject to planning and efficiencies and completion of final space plans. Please provide a breakdown of the square footage on each proposed floor as well as the rentable/usable factor in accordance with 1996 BOMA standards.

The Province is prepared to entertain phasing of the total build out with the first phase being not less than 60,000 square feet.

Please provide a project schedule, for the following:

Phasing	Rentable Area (square feet)	Occupancy Date

Building form & design to permit maximum penetration of natural light from perimeter windows to open area work stations. Locate common and enclosed areas to the interior of the building.

Clear spans are preferred for open areas. If required, columns are to be located for optimum flexibility and open area layout options.

The Purchaser will provide the Province with a site plan identifying the lot dimensions and building location(s). A rendering of the proposed building(s) will also be provided and will show the location and number of all parking areas available for employees, visitors and handicap requirements.

**2) Lease Term:**

Twenty (20) year term for the lease or leases, as the case may be.

**3) Commencement & Occupancy Date:**

The Province requires that at least 60,000 square feet be completed with the Province’s finishing work installed such that the Premises are ready for the Province’s occupancy and use by March 1, 2017. Payment of Base Rent for the occupied area shall commence March 1, 2017. Occupancy of the remainder of the requirement (a further 120,000 square feet) to be no later than March 31, 2019.

**4) Base Rental Rate:**

Please provide the Base Rental Rate for the entire Twenty (20) year Term.

**5) Fixturing Period:**

The Province requires a period of One Hundred and Eighty (180) days (the “Fixturing Period”) be provided following the completion of the Purchaser’s Finished Base Building Shell for the completion of the Province’s work, during which no base rent or additional rent (property taxes and operating costs) would be payable.

**6) Tax & Operating Expenses:**

The Purchaser will be required to provide a detailed Operating Cost Budget for estimated Operating Costs and Property Taxes for the Premises for 2017 and showing the various categories of expenses including management fees. Please reference Schedule C of the Province's Standard Form of Lease which is available by accessing the Virtual Data Room, and attached as Schedule D to the Offer to Purchase.

**7) LEED Certification:**

The building or buildings are to be built to a LEED® Gold standard, at a minimum. Respondents are to provide a signed declaration that the building will achieve, at a minimum, LEED® Gold certification under the Canada Green Building Council's LEED® Canada-CS. Respondents shall identify their registered professional design team's qualifications, and experience with LEED® in delivering LEED® Certified Projects.

The Province will assign a SSBC Development Manager to participate in any integrated design process (IDP) during the design and construction documents stages to contribute to LEED® performance outcomes of the final design.

To qualify for a LEED® credit, the Province will not pay the premium cost to purchase Green Power, due to carbon neutral government obligations that are currently in place.

The Purchaser will be required to provide the Province with a LEED® checklist that identifies the targets and strategies relative to LEED® CS certification;

A copy of the LEED® checklist will be submitted by the Purchaser to the Province at completion of schematic design, design development, construction documents phases, and final submission to the LEED® certification body;

The LEED® checklist must indicate sufficient credits to meet a minimum of Gold under the LEED® Canada for Core and Shell rating system.

The Province considers the following LEED® credits, to be of particular interest to the Province's commitment to greenhouse gas reduction targets (Bill 44), as it applies to government operations. The LEED® credits are supplied as information to the Respondent for consideration:

- Energy and Atmosphere Credit 2 – On-site Renewable Energy
- Materials and Resources Credit 5 – Regional Materials
- Indoor Environmental Quality Credit 8.1 and 8.2 – Daylight and Views
- Innovation and Design Credit 1 – Innovation in Design

**8) Access / Operating Hours:**

Building standard operating hours will be 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturday. Access and use of the building or buildings will be required on a 24 hour, 7 day a week basis for the full term of the lease and any renewal thereof.

The main access shall be visible from the street and shall have direct public access at grade, designed and landscaped in such a manner as to promote the safety and security of personnel and clients entering and leaving the facility at any hour. The main public entrances must be clearly identifiable and signed.

Elevator access is required to all floors, suitable for the disabled, constructed and equipped in accordance with current industry standards and the British Columbia Building Code.

**9) Building Security:**

Please describe the building security system proposed, i.e. key or card access for after-hours use, security station or personnel and describe any type of security monitoring.

**10) After Hour HVAC / Electricity:**

The Province shall have the ability to control the temperature for their Premises after normal building operating hours and at the Purchaser's actual cost without a markup. A metering system, or charge system, for after-hours HVAC and electrical consumption shall be provided for the Province's Premises by the Purchaser.

**11) Tenant Improvement Costs / Allowance:**

The Purchaser is to contribute a Tenant Improvement Allowance of \$17 per square foot, plus GST, towards the cost of the Province's improvements to the Premises.

The \$17 per square foot is an estimate at this time, as the actual costs may be less. If the costs are less than \$17 per square foot, the Purchaser will advise the Province, and the Tenant Improvement Allowance and amortized costs will be reduced accordingly.

Assuming the Province requires the Tenant Improvement Allowance of \$17 per square foot, the Province agrees that it will repay to the Purchaser in full for the Tenant Improvement Allowance over the Term of the Lease with interest at the rate of 5% per annum. No further payments in regard to the amortization of the Tenant Improvement will be owing by the Province upon the expiration of the Term of this Lease or Leases.

The Province and its occupant may prepay at any time or times all or part of the Tenant Improvement Allowance as noted above without notice, bonus or penalty excepting only if the Purchaser is subject to a penalty for prepayment from its lender for any loan taken out by the Purchaser to fund the Tenant Improvements, in which case the Province will reimburse the Purchaser for actual costs of the

prepayment penalty paid by the Purchaser to its lender for the portion of the Tenant Improvements prepaid by the Province and the Base Rent shall be reduced accordingly.

**12) Base Building  
Technical Standards:**

The Purchaser will provide written acknowledgement that it will deliver the Landlord's Work and Base Building standard as outlined in attached hereto all at the Purchaser's expense prior to commencement of Tenant Work on the targeted completion date (which shall be the date that Purchaser anticipates to complete the base building improvements).

Refer to **Appendix E** for Base Building Technical Standards.

**13) Finished Base  
Building Shell:**

The Purchaser shall turn over the Premises to the Province in a "finished base building shell" condition pursuant to **Appendix F** and to a mutually agreed upon space plan. Said plans shall be subject to Purchaser's reasonable approval.

All work to be performed shall be constructed by the Purchaser.

Province must approve any working drawings before they are made part of the lease and shall give final authorization to the Purchaser prior to the commencement of any construction. In addition, all change orders shall be sent directly to the Province's designated project manager's attention prior to approval and incorporation into the construction plans.

The Purchaser will provide, at their expense, full cleaning of the Premises, common areas and grounds after construction is completed.

**14) Development  
Liaison:**

SSBC will appoint a Development Manager who will monitor the project on behalf of the Province. Notwithstanding such appointment, the Successful Respondent shall remain totally and solely liable for ensuring that the design and construction conform to the requirements as set out in this RFP.

**15) Generator:**

Please confirm the size and specifications of the backup generator for the building.

**16) Satellite Dish:**

Province shall have the right to install and maintain a Satellite Dish subject to all local codes and government approvals

**17) Signage:**

Purchaser shall provide standard building directory and suite entry signage at Purchaser's cost. Identify any additional signage rights available to Province (building signage or monument signage options).

**18) Parking:** Secured, underground parking will be made available to the Province based on the City of Victoria off-street parking regulations or the zoning bylaw in affect at the time, whichever presides, at market rents for secured, underground parking in the vicinity of the New Build Premises. The Province is to have use of the parking on a 24 hour, 7 day a week basis for the full term of the lease and any renewal thereof. Designated parking is required for visitor vehicles on site.

**19) Security Deposit:** No security deposit shall be required.

**20) Renewal Options:** The Province shall have the option to renew the New Build Lease, or Leases, as the case may be, inclusive of any expansion space, with no later than One Hundred and Eighty (180) days prior written notice to the Purchaser for Two (2) additional lease terms of Ten (10) years each at a Base Rental Rate for similar unimproved premises in a similar building, in a similar location in Victoria ("Fair Market Rent"). If the parties do not agree on Fair Market Rent at the time of renewal, then the determination of Fair Market Rent would be subject to arbitration.

**21) Interruption of Essential Services:** During the Term of the New Build Lease, in the event that there is an interruption of essential building services (i.e., fire and life safety, vertical transportation systems, utilities, HVAC, etc.) for a period in excess of three (3) business days, Province's basic rent and additional rent, if any, shall be abated until such services are restored.

**22) Building Risers:** The Province, at its expense, shall have the right to use the building's risers, as applicable, in order to run its telephone, data and satellite transmission cabling to equipment located in the New Build Premises.

**23) Amenities:** The Proponent should provide a list of the amenities to be included in the building or buildings, as the case may be, in which the New Build Premises are to be located. The minimum amenity package is to include showers, personal lockers, dry bicycle storage area, change rooms in the building or each building, as the case may be, and at least one (1) common fitness facility.

Bicycle storage and changing rooms to attain, at minimum, LEED® Credit 4.2, including:

- Provide secure and covered bike racks, within each building, for 5% or more of Full-Time Equivalent (FTE) occupants, to meet requirements for LEED® Gold.
- Provide secure bike racks and/or storage, for 5% or more of peak Transient Users, to meet requirements for LEED® Gold.

- Provide shower and changing facilities in the building, for 0.5% or more of Full-Time Equivalent (FTE) occupants, to meet requirements for LEED® Gold.

**24) New Build Lease:** The New Build Lease, or leases, as the case may be, will be the Province's standard form, amended to reflect the terms and conditions contained in the response to this RFP that are satisfactory to the Province, a copy of which is found in the Virtual Data Room and attached as **Schedule D** to the Offer to Purchase.

**25) Regulatory Requirements:** To satisfy government accounting requirements the Purchaser is required to disclose to the Province, prior to the completion of the purchase and sale of the Properties, the estimate of all construction and development costs of the New Build Premises, including, but not limited to, hard costs and soft costs but excluding the cost of the land.

## APPENDIX D –BASE BUILDING SPECIFICATIONS

### 1.0 Architectural/Structural/Site Parameters

- 1.1 Parking Provisions on site
- 1.2 Transit Accessibility
- 1.3 Structural frame and seismic design provisions
- 1.4 Floor load capabilities/restrictions
- 1.5 Exterior shell specifications
- 1.6 Roof design specifications
- 1.7 Entry provisions (access, atrium and lobby spaces)
- 1.8 Shipping/receiving facilities
- 1.9 Core service areas:
  - 1.9.1 Washroom provisions/finishes and accessibility
  - 1.9.2 Janitorial closets
  - 1.9.3 Telephone rooms
  - 1.9.4 Electrical rooms
  - 1.9.5 Mechanical rooms
  - 1.9.6 Storage rooms
  - 1.9.7 Stair locations/finishes
  - 1.9.8 Elevator locations (including freight)
  - 1.9.9 Recycling and garbage areas
- 1.10 Column spacing/dimensions
- 1.11 Core to window dimensions
- 1.12 Certified rentable areas/floor (full floor/multi-tenant floor)
- 1.13 Ceiling grid module/materials
- 1.14 Base building interior finishes – public spaces

### 2.0 Mechanical Systems

- 2.1 HVAC Systems
  - 2.1.1 Basic system design/distribution specifications
- 2.2 Plumbing Services
  - 2.2.1 Washroom fixturing/floor
  - 2.2.2 Drinking fountains
  - 2.2.3 Capped services/accessibility
- 2.3 Fire Protection Systems
  - 2.3.1 Sprinkler system
  - 2.3.2 Fire Hose cabinets

### 3.0 Electrical Systems

- 3.1 Power Distribution
  - 3.1.1 Main service specifications
  - 3.1.2 On floor service specifications –utility & lighting power
  - 3.1.3 Metering
  - 3.1.4 Redundant access
- 3.2 Lighting Systems
  - 3.2.1 Base Building system
  - 3.2.2 Emergency lighting
  - 3.2.3 Exterior lighting
  - 3.2.4 Lighting controls



- 3.3 Life and Safety Systems
  - 3.3.1 Exiting lighting
  - 3.3.2 Emergency power/backup generator
  - 3.3.3 Life safety systems
- 3.4 Communications
  - 3.4.1 Service entry provisions
  - 3.4.2 Redundant access
  - 3.4.3 Sleeving
  - 3.4.4 Voice and data services

#### **4.0 Conveyance Systems**

- 4.1 Passenger elevator specifications
- 4.2 Freight elevator specifications

#### **5.0 Security Systems/Services**

- 5.1 Base system design specifications
- 5.2 Access control devices
- 5.3 Card requirements
- 5.4 Card management services

#### **6.0 Property Management Services**

- 6.1 Management services specification
- 6.2 Management services fee structure

#### **7.0 Base Building Amenities**

- 7.1 In Building
  - 7.1.1 Retail and Convenience services
  - 7.1.2 Fitness services
  - 7.1.3 Parking
  - 7.1.4 Storage
  - 7.1.5 Bicycle storage/change rooms

## APPENDIX E –BASE BUILDING TECHNICAL STANDARDS FOR THE NEW BUILD PREMISES

### ***Base Building Technical Standards for Q Lot and South Block***



#### **Technical Standards 2013**

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Base Building Technical Standards for Q Lot and South Block

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# 1 GENERAL REQUIREMENTS

## 1 a Introduction

### 1 a 1 Base Building Technical Standards for Q Lot and South Block

- a These standards are intended to provide technical requirements for the design and construction of new shell space that Shared Services BC (SSBC) will lease for its clients. Consultants remain ultimately responsible for design. No attempt is made to address every conceivable condition.
- b Innovative designs or products are encouraged after thorough consideration of potential benefits and risks, value analysis and life cycle cost.
- c Designs are required to comply with all applicable codes and regulations. Where the technical design requirements contained herein differ from BC Building Code and other applicable codes and standards, apply the more stringent requirements.
- d The BC Government endeavours to promote health, productivity and safety of British Columbians through the design and maintenance of the built environment. A building in which SSBC will lease space is a functional, adaptable, flexible, durable building that makes the best use of natural light and fresh air, minimizes water and power consumption, and reduces site impacts, waste and emissions.

## 1 b Technical Standards and LEED

1 b 1 For LEED® (Leadership in Energy and Environmental Design) requirements refer to RFP.

### 1 b 2 Optimize Energy Performance Requirements

- a The percentage cost improvement in the proposed building performance rating compared with the reference building performance rating shall be no less than 47% for New Buildings if Model National Energy Code for Buildings (MNECB) is used.
- b The percentage cost improvement in the proposed building performance rating compared with the reference building performance rating shall be no less than 40% for New Buildings ASHRAE 90.1-2007, Energy Standard for Buildings Except Low-Rise Residential Buildings is used.

## 1 c Building Flushing

1 c 1 For new buildings and major renovations, it is the intention of the Province to have the HVAC systems operate 24 hours per day for up to two weeks following Substantial Performance and/or before occupancy. During this period, the HVAC systems shall operate to deliver their maximum outside air flows except when the outside air temperature is too low for the installed heating capacity to maintain interior space temperature set points. At such times, the outside air flows may be reduced until the installed heating capacity is able to maintain interior space temperature set points.

The purpose of building flushing is to prevent the build-up, and ensure the removal, of 'off gassing' contaminants from construction of finishing materials and from furnishings. If the Proponent is responsible for energy costs, the energy cost impact of building flushing shall be included with the Proponent's proposal.

The Building Flushing requirement may be substituted by LEED Credit point 3.2 under Construction IAQ if the LEED point can be documented and obtained in the LEED documentation.

**1 d** Accessibility for the disabled

- 1 d 1 Barrier-free accessibility is important for BC Government. All applicable documents must be considered to ensure the safety and usability of buildings.

**1 e** For Glossary and Definitions refer to:

[http://accommodationandrealstate.gov.bc.ca/Doing\\_Business\\_With\\_Us/Technical\\_Manuals/files/SSBC\\_Technical\\_Standards-Glossary\\_and\\_Definitions.pdf](http://accommodationandrealstate.gov.bc.ca/Doing_Business_With_Us/Technical_Manuals/files/SSBC_Technical_Standards-Glossary_and_Definitions.pdf)

**----- End General Requirements Section -----**

**2** SITE SERVICES

**2 a** Site

- 2 a 1 Provide barrier-free access walkways, entrances and parking spaces, along with appropriate surfaces that do not restrict the mobility of disabled people.
- 2 a 2 Bicycle racks and / or storage – refer to RFP.

**2 b** Apply Crime Prevention through Environmental Design (CPTED) principles. CPTED is an approach to crime prevention based on the theory that opportunities for criminal activity can be reduced by implementing physical design strategies that discourage criminal behaviour, while at the same time, encouraging legitimate use of the space. The three overlapping and mutually supporting principles are:

- 2 b 1 Natural Surveillance: To arrange physical features, people and their activities in manner that maximizes their visibility, and minimizes criminal and/or nuisance behaviour.
- 2 b 2 Natural Access Control: To provide controls and guides in a space that function as physical and psychological barriers, and which in some instances deny access to locations to unauthorized persons.
- 2 b 3 Territorial Reinforcement: To create transitional zones between public and private space that use physical features to indicate ownership.

**----- End Site Services and Landscaping Section -----**

**3** BUILDING STRUCTURE

**3 a** Structural Integrity

- 3 a 1 Structural and seismic design must be provided by a Registered Professional Engineer, member of APEGBC.
- 3 a 2 Structural Requirements for exterior wall assemblies shall be designed by a Registered Professional Engineer. All other exterior wall assembly requirements shall be designed by a Building Envelope Professional.
- 3 a 3 Foundation and structure shall reflect standard specified loads for an office (open plan) occupancy.

### **3 b Structural Design Of Non-Structural Components**

3 b 1 Non-structural components, restraints, and anchorages for such elements as exterior wall assemblies, parapets, canopies, window glass and all other glazing, lay-in tile ceilings, partitions, all indoor and outdoor equipment, etc., shall be designed by a Professional Engineer to accommodate dead, live and seismic loads.

### **3 c Electric Vehicle Charging Station**

3 c 1 Provide Level 2 Electric Vehicle Charging stations for a minimum of five (5) Tenant vehicle parking spaces identified in this RFP. Level 2 Electric Vehicle Charging stations shall be constructed in accordance with the "Electric Vehicle Charging Infrastructure Deployment Guidelines British Columbia".

----- **End Building Structure Section** -----

## **4 BUILDING ENVELOPE**

### **4 a Building Envelope Principles**

4 a 1 Strategies should be implemented to ensure the continuity of the air barrier, vapour transmission retarder (vapour barrier) and weather-tight plane, plus drainage and ventilation of assembly voids. Pay particular attention to foundation/wall, roof/wall, window/wall, door/wall, roof/roof mounted mechanical equipment, skylight/roof and structure/wall connections. Design and build building components and assemblies to minimize the accumulation of condensation, mould or infiltration of precipitations in the building envelope.

### **4 b Base Building Shell components must be designed and built according to the BC Building Code in effect at the time of construction, including but not limited to:**

4 b 1 Exterior walls including the insulation, air barrier and cladding system and the roof assembly.

#### **4 b 2 Air Barrier Requirements**

- a It is critical that the building envelope air barrier is continuous and capable of being constructed.
- b All components of the air barrier system shall withstand imposed loads for the duration of the building service life, or shall be easily maintained.

#### **4 b 3 Thermal Envelope Requirements**

- a The building thermal envelope shall be continuous and capable of being constructed.

#### **4 b 4 Weather-Tight Plane**

- a All assemblies shall have a declared weather-tight plane beyond which moisture from exterior sources cannot pass and from which such moisture is redirected to the exterior of the assembly.
- b All components of the assembly exterior to the weather-tight plane shall be resistant to the deteriorating effects of exposure to the elements, consistent with the service life of the building.

### **4 c Windows**

4 c 1 Windows are to be of similar quality to equivalent commercial buildings. Light weight, residential quality windows shall not be used. Strategies, including

providing thermally broken windows, should be implemented to minimize the energy transfer of heat and noise through the window frame.

- 4 c 2 Provision shall be made for cleaning windows above the height reached by window cleaners with extension tube brushes. Safety features such as roof anchors shall be provided where necessary.
- 4 c 3 Operable windows: The base building can be designed to be naturally ventilated. Refer to Naturally Cooled Buildings in HVAC section. Where exterior perimeter operable windows are provided, such operable windows shall be fitted with switches, similar to intruder alarm switches. Switches shall be Double Pole, Double Throw installed such that the contact will be open when the window is open, and closed when the window is closed. Install switches to be readily accessible for installation of field wiring connections to DDC and intrusion alarm systems. If switches are not readily accessible, extend wiring and terminate in accessible junction boxes. DDC system will provide DDC point as required for window contact only and program to operate or monitor the window only. The window contact will provide a means of monitoring the status of the window from a security standpoint.).
- 4 c 4 Strategies should be implemented to provide for the building occupants a connection between indoor spaces and the outdoors through the introduction of daylight and views into the regularly occupied areas of the building.

#### **4 d Exterior Doors**

- 4 d 1 Basic Requirements:
  - a Doors shall be commercial exterior-grade hollow insulated metal, or commercial style heavy-duty aluminum.
- 4 d 2 Doors must be hung in well anchored frames suited to the type of door. Frames must have a minimum available width and depth of 45 mm to accommodate an electric strike lock for a Card Access system should one be required at a later date.

#### **4 e Building Envelope Commissioning**

- 4 e 1 The building envelope shall be commissioned to ensure that both energy performance and building integrity are achieved.

**----- End Building Envelope Section -----**

## **5 INTERIOR ARCHITECTURE**

### **5 a Finishes**

- 5 a 1 Provide finishes to the walls of entry and elevator lobbies, stairwells, party walls, demising walls, columns, bike storage / change rooms and showers, and service room outside the Premises or other tenant areas (including but not limited to electrical, telecommunications, janitor, mechanical rooms and public washrooms). This excludes paint finish to drywall and similar surfaces of exposed Base Building Shell walls within the Premises.

### **5 b Floors**

- 5 b 1 Floors in the Premises to be smooth troweled concrete floor slab prepared to receive finished floor coverings (e.g. tile or carpet). Floor coverings shall be

provided in Common Areas including but not limited to washrooms, bike storage / change rooms and showers, hallways and entrance lobbies.

#### **5 c Interior walls**

- 5 c 1 Provide interior structural walls, party walls, demising walls and partitions around service rooms outside the Premises and other tenant areas (including but not limited to electrical, telecommunications, janitor, mechanical rooms and public washrooms). All such walls are to be constructed from floor to underside of floor or roof deck above, and will be drywall on metal or wood stud with insulation installed between the studs in accordance with the BC Building Code in effect at the time of construction. Drywall is to be taped, filled and sanded ready for paint.
- 5 c 2 Demising walls must be constructed between any government and non-government spaces, from floor to underside of floor or roof deck above, even if not required by BC Building Code.

#### **5 d Window coverings**

- 5 d 1 Building standard window coverings to be delivered to the floor for tenant installation.

#### **5 e Interior doors**

- 5 e 1 Provide double entry door per floor with hardware, if required, plus one double entry door and one egress door for space on a multi-tenant floor.

#### **5 f Acoustics:**

- 5 f 1 Strategies should be implemented to ensure that NIC 45 (Noise Isolation Class) is attained between any government and non-government space. This includes adjacent spaces on the same floor, and/or spaces below or above leased government space. All perimeter joints between walls to floor, wall to wall, wall to underside of structure must be acoustically sealed.
- 5 f 2 The NIC (Noise Isolation Class) is a single number rating of the noise reduction between spaces or rooms. It takes into account the acoustical effect of the two spaces, the contribution of all flanking paths and embedded elements such as doors and windows, unlike the STC which refers to a specific element in the room (e.g. the partition). NIC is a numerical expression of the sound isolation achieved between two spaces and is influenced by the room geometry and finishes as well as by the Sound Transmission Class (STC) ratings of the assemblies separating spaces.

#### **5 g Showers**

- 5 g 1 Provide showers and changing facilities in the building for 0.5% of Full-Time Equivalent (FTE) occupants.

#### **5 h Janitor Rooms**

- 5 h 1 A janitor room shall be provided on each floor.
- 5 h 2 Locate janitor room in lockable, separate room as close as practical to entrances, elevators and washrooms, in spaces with a clear height of minimum 2438 mm (8'0").



- 5 h 3 Janitorial facilities shall be dedicated spaces. Do not locate any of the following in the same space: hot water tanks, telephone, electrical and security system equipment and controls, roof access, non-janitorial storage, recycling.
- 5 h 4 Provide in each janitor room a janitor floor sink and a hand wash sink with complete plumbing cold and hot water supply and drainage piping, and a GFCI receptacle.

#### **5 i Lockers**

- 5 i 1 Locker configuration: suitable for storing bike helmets, gym bags, backpacks. Provide ventilation slots.
- 5 i 2 Number of lockers must be at least equal to number of bike racks & storage, and motorcycle stalls.
- 5 i 3 The lockers shall be located in common space (outside Premises).

#### **5 j Vertical circulation**

- 5 j 1 Provide vertical circulation, including stairs, emergency exits, escalators and elevators (passenger, firefighters, freight). Refer also to Section 14 – Elevators.

#### **5 k Information:**

- 5 k 1 For information on Tenant Improvements, Interior Architecture requirements, including Acoustics, refer to the Technical Standards for Offices 2012 – TI (Tenant Improvements). The document can be found at:

[http://accommodationandrealstate.gov.bc.ca/Doing\\_Business\\_With\\_Us/Technical\\_Manuals/files/SSBC\\_Technical\\_Standards\\_for\\_Offices.pdf](http://accommodationandrealstate.gov.bc.ca/Doing_Business_With_Us/Technical_Manuals/files/SSBC_Technical_Standards_for_Offices.pdf)

### **----- End Interior Architecture Section -----**

## **6 HVAC**

### **6 a HVAC General**

#### **6 a 1 Design & Review Process – HVAC**

##### **a Responsibilities**

- 1 Follow a design and review process that minimizes risks of poor value, non-compliance with standards, delays, re-work, and compromised installations.
- 2 The HVAC RP (Responsible Professional) shall be responsible for all submissions and responses required in Design and Review Process - HVAC.
- 3 Nothing in these Technical Standards or in questions asked, responses made, suggestions made, or assistance given by SSBC or those acting for SSBC shall transfer any responsibilities for the design and construction from the Engineer of Record or the Contractor, to SSBC or to any other party.
- 4 Prior to proceeding beyond each stage, resolve all issues that could affect subsequent work or require rework, do all work needed to confirm and demonstrate in a manner acceptable to SSBC that the Technical Standard requirements will be met.

##### **b Concept Stage Submission**

- 1 Provide HVAC Concept Report that demonstrates ability to meet the Technical Standard requirements & includes:
  - a System type(s), descriptions and approximate sizes
  - b Basic design parameters including:
    1. Minimum supply rates for ventilation and for comfort
- 2 Sketches and Schematics
  - a Conceptual sketch schematics of Air flow and Hydraulics systems
  - b Conceptual sketches of main distribution routes
  - c Conceptual sketch cross sections of key ceiling space locations
- 3 Calculations
  - a Preliminary ventilation and load calculations
- c Design Development Stage Submission
  - 1 HVAC Concept Report reissue including any changes
  - 2 Preliminary equipment selections for major pieces of equipment.
- d 90% Documentation Stage Submission
  - 1 90% Drawings and Specifications
  - 2 Sequence of Operations:
    - a The construction documents shall include a sequence of operations for every HVAC system.
  - 3 Ventilation Data Tables:
    - a On each floor plan, include Ventilation Data Tables in the format below for tenant fit-up design use.

VENTILATION DATA for SYSTEM	System			
	Name	Name	Name	
System Design Occupant Density				m <sup>2</sup> /person
Minimum OA fraction in Primary SA				%
Minimum OA / Primary SA				%
Minimum OA intake				L/s·m <sup>2</sup>
VENTILATION DATA for each OCCUPIED SPACE TYPE	Space Type			
	Name	Name	Name	
Design maximum occupant density				m <sup>2</sup> /person
Design minimum OA per person				L/s/person
Minimum primary SA / unit area				L/s/m <sup>2</sup>
Minimum total SA / unit area				L/s/m <sup>2</sup>
Note: The above minimum flows are for outdoor air ventilation purposes only. Systems and spaces may need more supply or outdoor air for other reasons such as comfort or makeup				

VENTILATION DATA for SYSTEM	System			
	Name	Name	Name	
OA = Outdoor Air      SA = Supply Air				

6 a 2 HVAC Operation and Maintenance Manual

- a The manual shall be in accordance with ASHRAE Guideline 4, “Preparation of Operating and Maintenance Documentation for Building Systems” and shall provide the information needed for to operate, maintain and optimize the HVAC systems and to modify them to adapt to changing future needs.
  - 1 Prior to recommending acceptance of the project, the HVAC RP shall verify that manuals meeting these requirements have been provided.

6 a 3 HVAC Capacity & Service Security

- a Capacity
  - 1 The HVAC system shall have sufficient capacity to maintain the required Space Conditions at the BC Building Code’s 1% January and 2½% July outdoor design conditions.
  - 2 It shall also have sufficient capacity to restore spaces from night setback temperature to occupied temperature efficiently and within 4 hours.
- b Heating Security
  - 1 All in the event of a failure of any central hydronic heating pump, the system shall supply at least 65% of the design water flow.
  - 2 Provide the number of pieces of equipment of capacity required to be provided such that 65% system capacity remains when one piece of equipment is out of service. e.g. 2@65%
- c Cooling Security
  - 1 Equipment Rooms: Provide for sufficient cooling that in the event of primary cooling failure, equipment rooms operation will be able to continue.
  - 2 Buildings larger than 10,000m<sup>2</sup> gross: Provide at least 50% cooling for all occupied spaces in the event of a failure in central cooling, a fan or a VSD.
- d Ventilation Security
  - 1 Buildings larger than 10,000 m<sup>2</sup> gross: No failure of any single fan or VSD shall be able to reduce minimum design outdoor air delivery
- e Activation
  - 1 Measures to maintain the required performance shall be activated automatically upon need.
- f DDC Security
  - 1 Interruptions and spikes in mains power shall not be able to affect DDC system operation
  - 2 No DDC system failure shall be able to prevent any of the above security measures being achieved within 4 hrs of the failure occurring.

#### 6 a 4 Balancing - HVAC

- a Test, adjust and balance all air and hydronic systems in accordance with the requirements and procedures described in Associated Air Balance Council (AABC) and National Environmental Balancing Bureau (NEBB).
- b Balancing Report
  - 1 Include signed pdfs in the balancing report showing:
    - a Design and actual flow values at each balanced point

#### 6 a 5 Commissioning - HVAC

- a ASHRAE Commissioning Guideline 0-2005 shall be the minimum requirement.

### 6 b Space Requirements – HVAC

#### 6 b 1 Space Conditions

##### a Temperature

- 1 The indoor design temperature shall be 22°C during heating season and 24°C during cooling season in all occupied spaces.
- 2 Indoor temperature setpoints shall be adjustable  $\pm 1^\circ\text{C}$  by occupants from the zone temperature sensor.
- 3 Control tolerance shall be  $\pm 0.5^\circ\text{C}$  at the zone temperature sensor with no more than a  $0.5^\circ\text{C}$  swing in any 15 minute period.
- 4 The temperature of separate spaces within a single control zone may vary by up to  $\pm 2^\circ\text{C}$  from the zone setpoint.
- 5 The temperature gradient between 200 mm and 1800 mm above the floor at any point more than 300 mm from an exterior wall shall not exceed  $3^\circ\text{C}$ .

##### b Relative Humidity

- 1 The summer indoor design humidity shall be 60% RH max at 22°C.
- 2 The winter interior design humidity shall be 20% RH min at 22°C
- 3 If humidification is needed to maintain 20 % RH in winter, it shall be set to maintain 30% and scheduled down in very cold weather as needed to prevent condensation on building surfaces.

##### c Draft and Stagnation

- 1 Air shall be in motion but velocity within 1800 mm (6 ft) of the floor shall not exceed 0.25 m/s (50 ft/min) and shall not exceed 0.15 m/s (30 ft/min) on the head and shoulders of a person who is seated.
- 2 Naturally Cooled and Hybrid Buildings
  - a Buildings without mechanical cooling will not be able to always meet the above conditions. See “Naturally Cooled Buildings” under HVAC Systems
- 3 Noise
  - a Refer to “Noise and Vibration – HVAC”.

#### 6 b 2 Equipment Room HVAC

- a All equipment rooms

- 1 Provide sufficient cooling to protect equipment function, reliability & lifespan.
- 2 Prevent space temperature exceeding the ratings and warranty limits of wiring & equipment installed therein. This applies both in normal operation and in the event of failure of any one cooling related component.
- b Server and UPS Rooms
  - 1 Maintain space temperature at  $22^{\circ}\text{C} \pm 1^{\circ}\text{C}$  at all times including the event of failure of any one cooling related component.
- c Communication Rooms with cooling load => 1500 W
  - 1 Maintain space temperature at  $22^{\circ}\text{C} \pm 1^{\circ}\text{C}$  in normal operation.
  - 2 Maintain  $> 21^{\circ}\text{C}$  and  $< 27^{\circ}\text{C}$  if any one cooling related component fails.
- d Air supplied or drawn into a Server, UPS or Communication room must be filtered to min. MERV 8 or be transferred from a clean indoor area.
- e Cooling in normal operation must not require operation of central plant that could otherwise be shut down.
- f Mechanical cooling must be maintained in the event of failure of any one cooling related component for Server and UPS rooms.
- g Communication rooms
  - 1 During normal hours provide cooling from the building conditioning system
  - 2 For cooling when the building conditioning system is not operational, provide a thermostatically controlled fan powered transfer air that draws from an adjacent space and discharges into the ceiling space

6 b 3 Noise and Vibration - HVAC

- a Interior HVAC noise for each space
  - 1 Sound level shall comply with either the NC or dBA level listed below.

Space Types Most like	Max. NC	Max dB	
		dBA	dBC
Conference, Meeting,	30	35	60
Office	35	40	65
Lobby, Corridor, Change, Washrooms	40	45	70

- b Ceiling mounted equipment above Lay-In Acoustic Tiles
  - 1 Back loading of ceiling tiles to meet HVAC noise criteria is not permitted.
  - 2 Motor driven equipment selections shall allow for noise increase over their lifespan. The allowance shall not be less than 3dB (6dB for compressors).
- c Noise and Vibration Verification
  - 1 Provide a report, with measurement and observation records attached, verifying that all noise and vibration criteria have been met.
  - 2 Prior to the end of the warranty period, repeat the process at any locations where SSBC believes noise levels may have become non compliant.

6 b 4 Zoning

- a Provide sufficient thermal zoning to achieve reasonable occupant comfort and meet the requirements under “Space Conditions”
  - b Each thermostatic control zone shall include only spaces with similar thermal load profiles and occupancy schedules.
    - 1 Office spaces
      - a Perimeter and interior spaces in separate zones
      - b Perimeter spaces zoned by exposure and limited to 100 m<sup>2</sup> max
      - c Corner spaces with windows on two exposures shall be separate zones.
      - d Private offices larger than 20 m<sup>2</sup> shall each be a separate zone.
      - e Interior zones 200 m<sup>2</sup> max for open space & 100 m<sup>2</sup> for enclosed space
      - f Open and private office areas on the same zone shall be no larger than 100 m<sup>2</sup>, and be controlled by the average from a sensor in each space.
    - 2 High Occupancy and high Occupant Density Rooms
      - c Separate rooms >20 m<sup>2</sup> shall each be a separate zone
      - d Smaller enclosed spaces shall each have a separate temperature sensor with temperature control based on averaged zone temperature.
      - e See also ventilation requirements including ventilation control
- 6 b 5 Ventilation
- a Ventilation systems, ventilation calculations and ventilation documentation shall be in accordance with ASHRAE Standard 62.1-2010 and the following.
  - b Minimum Outdoor Air Calculations
    - 1 Calculation methods
      - a General
        - 1. Calculate minimum outdoor air ventilation for each space, and outdoor air intake, using the methods from ASHRAE Standard 62.1-2010 but applying the rates and occupant densities below.
    - 2 Outdoor Air Ventilation Rates
      - a Provide sufficient outdoor air to each space to satisfy all of the following:
        - 1. The rates from Table 6-1 of ASHRAE Standard 62.1-2010
        - 2. For systems without outdoor air economizers (e.g. 100% OA):
          - a. Rates shall be 150% of the values prescribed above for at least 90% of operating hours.
          - b. If min. OA intake is greater than 500 L/s, automatically reduce rates from 150% to 100% in extreme hot and cold weather.
    - 3 Occupant Densities
      - 1. Base calculations on the occupant density from Table 6-1, ASHRAE Std. 62.1-2010.
  - c Recirculation, transfer and Exhaust
    - 1 Design the building ventilation systems to minimize exhaust of conditioned air by maximizing recirculation and transfer of air between spaces and systems.
    - 2 Space exhaust air rates shall not be less than the exhaust rates in Table 6-4 “Minimum Exhaust Rates” of ASHRAE 62.1-2010, unless noted otherwise.

- d Recirculation Systems
  - 1 Design the system and controls so the minimum outdoor air flow through the intake, and/or the outdoor air fraction in the system total primary supply air can be measured easily and accurately, set up during the commissioning, and verified during the operating life of the system.
  - 2 Air Handling Units larger than 1000 L/s shall have a full outside air economizer. Outdoor Air/return/relief and supply air configuration, and control Damper selection and sizing shall meet ASHRAE Guideline 16-2003.
- e Outdoor Air Intakes
  - 1 Locate outdoor air intakes away from all sources of noxious odours and fumes and at least double the separations required by ASHRAE 62.1-2010.
- f Systems serving Multiple Spaces
  - 1 The outdoor air intake may not be controlled from CO<sub>2</sub> concentration in either the common return air from multiple spaces or from sample rooms.
- g Recirculating systems larger than 5000 L/s
  - 1 Control the minimum outdoor air intake to maintain the outdoor air fraction in the supply air to satisfy the space with the highest design requirement.
    - a Do this by using the rise in CO<sub>2</sub> concentration between outdoors and the supply air as an indicator of outdoor air supply per person.
    - b Use a single CO<sub>2</sub> sensor to sample both supply air and outdoor air and use supply fan suction to draw sample air through the CO<sub>2</sub> sensor.
  - 2 Provide a minimum position setpoint on the outdoor air damper that is sufficient to assure that sufficient outdoor is provided to clear building source contaminants and to meet the requirements of ASHRAE Standard 62.1-2010 when the area served by the system is occupied by just a few people.
  - 3 On supply systems with VSDs, sequence the recirculation damper and the outdoor air damper to minimize resistance and fan energy use.
- h High Occupancy Rooms
  - 1 For rooms designed to accommodate more than 20 people, (e.g. meeting rooms =>40 m<sup>2</sup>), control minimum outdoor air ventilation as follows:
    - a Use a single sensor to sense space and outdoor CO<sub>2</sub> concentration.
    - b Control minimum ventilation so the CO<sub>2</sub> concentration rise doesn't exceed that corresponding to the OA ventilation requirements of this standard.
    - c The first response to increasing demand shall be fan powered transfer of secondary supply air from other spaces. If this is insufficient then:
      - 1. If the space is served by a separate AHU, adjust its outdoor air intake.
      - 2. If it is served by a 100% OA system, increase flow to this space
      - 3. If the space is served by a central system that serves multiple spaces then adjust the supply air flow to the space to match the greater of the ventilation demand or the thermal demand.
  - 2 For high occupant density spaces that do not have their own dedicated variable control of outdoor air supply, provide secondary circulation of air from areas with surplus outdoor air.

## 6 c HVAC Elements – General

### 6 c 1 Air Diffusion

- a Achieve good room air distribution without unacceptable noise, drafts, stagnation, stratification, or temperature gradients under all operating conditions.
- b Refer to: “Noise and Vibration HVAC”, “Space Conditions – Draft”, “Ductwork” and “VAV Reheat Systems”.

### 6 c 2 Ductwork

- a Duct connections to fans shall be configured to minimize system effect losses.
- b Duct installation shall be constructed to meet SMACNA Standard.

### 6 c 3 Electric Motors

- a All motors shall be Premium Efficiency type selected so that they do not operate within the service factor range.

### 6 c 4 Filters - Air

- a All supply systems, and all exhaust systems with heat recovery, shall have 50mm deep MERV 8 high capacity pleated media panel filters.
- b Supply air systems > 1000 L/s shall have 300mm deep MERV 13 (min.) secondary filters and space for future final filters up to 600mm deep

### 6 c 5 Perimeter heating

- a Heating with Air from standard ceiling diffusers
  - 1 Typical perimeter spaces may be heated with supply air from standard ceiling mounted diffusers provided:
    - a Perimeter heat loss  $\leq 750\text{W}$  in any 3 m run or  $500\text{W}$  in any 1 m run.
    - b Supply air temperature  $\leq 8^\circ\text{C}$  ( $15^\circ\text{F}$ ) above room temperature.
    - c Ceiling height  $\leq 2700\text{mm}$  above floor level
    - d The supply air flow  $\Rightarrow 5 \text{ L/s/m}^2$  ( $1 \text{ cfm/sf}$ ) while heating
  - 2 Where any of these limiting conditions is not met, the permissible heat loss is adjusted proportionally for each criterion so:
    - a If the supply air temperature is twice as far above room temperature, or the ceiling height is twice as high, or the supply air flow is half the above limit, then the permissible heat losses would halve to  $375 \text{ W}$  in any 3 m run and  $250 \text{ W}$  in any one meter run
    - b If all the above changes apply then permissible heat losses would reduce by  $\frac{1}{2} \times \frac{1}{2} \times \frac{1}{2} = \frac{1}{8}$  to  $93\text{W}$  in any 3 m run and  $63 \text{ W}$  in any 1 m run
  - 3 Transient Occupancy (e.g. Corridors and Lobbies)
    - a In spaces where occupancy is transient and the occupants are not sitting down, the permissible perimeter heat loss is twice that permitted in normally occupied spaces.
- b Supplementary Heating
  - 1 Avoid supplementary perimeter heating where possible.
  - 2 If the above conditions for heating with air can't be met, provide separate perimeter heating to meets building's needs in the most economical manner.



- 3 Subject to the needs of the space, such heating may be overhead radiant panels, permanently installed electric baseboard, in-slab heating or directed warm air.
  - 4 The output of this supplementary heating shall be scheduled with outdoor temperature. Radiant panels or baseboard may alternatively be modulated from a space temperature sensor in sequence with the space cooling.
- 6 c 6 Reheat
- a Minimize direct and indirect reheat and eliminate it wherever possible.
  - b Hot Water Reheat
    - 1 Reheat coils shall have modulating 2 way valve control and be designed for low return water temperature to minimize heat losses and to optimize operation of condensing boilers.
    - 2 Supply water temperature shall be scheduled to reduce heat loss and improve controllability in mild weather.
  - c Electric Reheat shall have modulating control (e.g. SCR).
- 6 c 7 Refrigeration - HVAC
- a Refrigerants shall be R134a, R407C, R410A or a refrigerant with ODP = 0 that is not prohibited or scheduled for phase-out under the Montreal Protocol.
- 6 c 8 Variable Speed Drives
- a A strategy must be in place to maintain service in the event of drive failure.

## 6 d HVAC Central Plant

- 6 d 1 Air Handling Units
- a Refer to "Capacity and Service Security".
  - b Outdoor Air, Recirculation and Relief Dampers
    - 1 Refer to "Ventilation".
    - 2 Plenums
      - a Do not use mechanical rooms as air plenums.
    - 3 Gas furnaces
      - a Gas furnaces in Air Handling Units shall have:
        - 1. A modulating burner with a 16:1 turndown ratio for good discharge temperature control.
        - 2. Over 80% efficiency across the whole operating range.
        - 3. For VAV applications, the ability to operate at low flows.
- 6 d 2 Cooling Plant
- a Security of Service
    - 1 All cooling plant shall be arranged so that if one compressor fails, at least 50% cooling capacity remains available.
    - 2 At least the same redundancy shall apply to air cooled condensers, pumps and cooling towers.
  - b Turndown
    - 1 All cooling plant shall be able to turn down to 25% or lower.

- 2 Over 200 Tons it shall be able to turn down to 10% or lower.
- 3 Over 300 Tons it shall be able to turn down to at least 7% and lower if needed to match the system load profile.

c DX

- 1 DX plant may be used up to 30 tons per AHU and up to 80 Tons total
- 2 It shall be able to turn down to 25% capacity or lower.
- 3 It shall reject heat to an air cooled condenser.

d Screw

- 1 Rotary screw chillers may be used
- 2 With air cooled condensers if total building load is less than 200 Tons.
- 3 With cooling towers if total building load is greater than 80 Tons.

e Centrifugal

- 1 Centrifugal chillers may be used when the individual chiller capacity is over 200 Tons.

f Controls

- 1 Cooling equipment shall be able to connect to the DDC system Refer to “DDC” Section and references from it.
- 2 If 20 Tons or larger, it shall be able to interface directly and accept demand limit control inputs.
- 3 Chillers shall have control packages that allow supply water temperature to be reset from the building’s DDC system.

g Chiller plants with a design output greater than 1050 kW (300 tons) shall have

- 1 A minimum of two chillers,
- 2 Variable flow pumping on the chilled and condenser water circuits.

6 d 3 Hot Water Heating Plant

a Refer to “HVAC Capacity and Service Security”.

b HVAC Boilers

1 Boiler Efficiency

a Primary Boilers

- 1. Boilers that run during normal plant operation shall be condensing boilers that are over 90% efficient at a return temperature of 40°C

b Secondary Boilers

- 1. Boilers that will only run for less than 250 hr pa may be non-condensing boilers that operate at over 85% efficiency

c Standby Boilers

- 1. Boilers that only run when other equipment is out of service may be non-condensing boilers that are over 80% efficient

2 Temperature Control

- a Boilers shall be designed, sized, controlled and integrated into the hot water system such that under any operating condition including minimum load and minimum flow, burner start to stop times shall be at

least 5 minutes and system heating water supply temperature fluctuations shall not exceed:

1. Primary and Secondary Boilers:  $\pm 2^{\circ}\text{C}$

2. Standby Boilers:  $\pm 5^{\circ}\text{C}$

- c HW Distribution Pump Pressure Control
  - 1 HW distribution systems shall have pressure control
  - 2 If parallel pumps have motors > 2 hp, at least one shall have VSD control.
- d Heating Water Distribution
  - 1 Distribution systems shall have supply  $\leq 52^{\circ}\text{C}$  ( $125^{\circ}\text{F}$ ), return  $\leq 40^{\circ}\text{C}$  ( $104^{\circ}\text{F}$ ) and no direct bypass of supply to return.
  - 2 Distribution systems serving perimeter heating or in-floor heating shall have supply temperature scheduled with outdoor temperature.

## 6 e HVAC Systems – General

### 6 e 1 Energy and GHG - HVAC

- a Design to meet the “Energy and GHG Reduction Targets” requirements in “General Requirements” section
- b Provide a brief conceptual plan for future adaptation of the HVAC plant for minimum energy use and zero greenhouse gas emissions.
- c Review the plan with SSBC and include the agreed provisions in the project.
- d The plan shall identify the technology to be deployed, what current measures are appropriate to make it feasible.

### 6 e 2 Energy Simulation - HVAC

- a Base system simulations of on the actual minimum outdoor air flow the system needs to meet the requirements of these Technical Standards.

## 6 f HVAC System Types

### 6 f 1 HVAC System Types - General

#### 6 f 2 Dual Fan Dual Duct

- a Description
  - 1 The Dual Fan Dual Duct (DFDD) systems described herein are comprised of a VAV AHU supplying cold air and a second VAV AHU supplying warm air to multiple mixing boxes, each of which serves a single thermostatic control zone.
  - 2 The mixing boxes regulate both temperature and flow of the zone supply air to meet thermal demands and have a minimum total flow setpoint to assure adequate ventilation.
  - 3 Heat is applied at the “Hot” AHU and distributed by air.
  - 4 The system described here uses high turndown gas furnaces but is readily adaptable to any other heat source including heat pumps and solar.

#### 6 f 3 Fan Coil

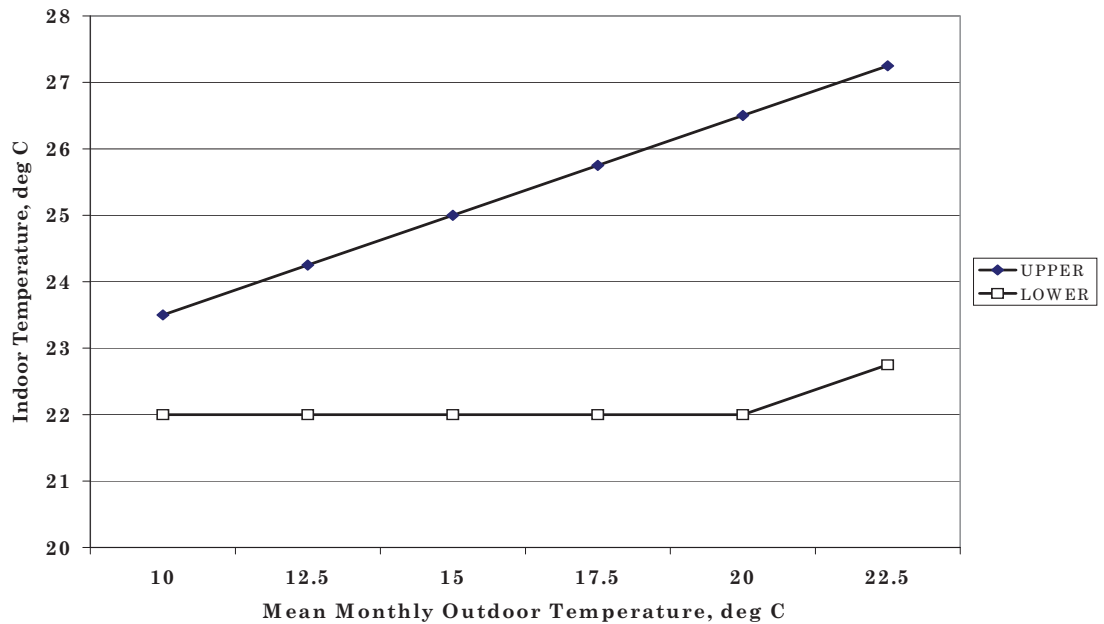
- a Description
  - 1 Fan coil systems described herein are comprised of ceiling mounted unitary fan coil units, each of which serves a single thermostatic control zone.
  - 2 Fan coil unit selection and installation shall meet the following criteria:

- a Fan coils shall only be located in accessible ceilings above readily accessible floorspace rated for NC 35 or higher.
  - b Fan coils shall be selected to meet the required NC level in adjacent spaces allowing for any increase in noise over a 15 year lifespan.
  - c Maximum nominal cooling capacity for a single unit shall be 3 tons.
  - d Fan coils must simultaneously meet Noise and Vibration requirements, supply air temperature limits and peak heating and cooling load.
  - e Fan motors shall be ECM type
- 3 Outdoor air shall be filtered, heated or dehumidified as necessary, and ducted to discharge within 300 mm of, and directly toward, the air inlet of each fan coil.
- 4 Any new fan coil system shall be 4 - Pipe type with separate supply and return of both chilled and hot water and standby pumps for both and chilled hot water supply and be designed to meet peak heating loads with 52°C (125°F) water

6 f 4 Naturally Cooled Buildings

a Description

- 1 Before a naturally cooled building may be designed , both SSBC and the prospective occupant organization(s) must be consulted and give written acceptance of this naturally ventilated building. In particular all parties must be made aware that the temperature tolerances expected in mechanically cooled buildings cannot and will not be achieved and exactly how hot they can expect space temperatures to be in hot weather.
- 2 Naturally cooled buildings shall be designed to maintain indoor space temperatures within the upper and lower limits shown in the table below.



- 3 At a minimum, the design of a naturally cooled building and its intended occupancy must include the following characteristics.

- a The building's design incorporates features that will minimize space cooling loads during occupied hours. Such features include, but are not limited to, use of thermal mass, minimizing solar heat gains, lighting and all other internal heat gains, maximizing the effectiveness of natural ventilation, and considering the use of "night flushing" to pre-cool space. It is essential that all such features, and how they will function to achieve effective natural ventilation, be included in the designer's Basis of Design document.
  - b The building's architectural design shall facilitate natural cross-flow and upflow of air through occupied spaces.
  - c All regularly occupied areas within 5 m of an exterior wall shall have an average of one operable window and one lighting control zone per 20 m<sup>2</sup> of floor area. Windows and lighting can be adjustable by occupants or remotely control from DDC system. These areas shall have direct access to window and shading adjustments. Coordinate with Security.
  - d At least 75% of all occupants in interior areas shall be able to regulate their temperature, airflow and lighting. Building occupants are engaged in near sedentary physical activities (e.g. office work).
- 4 A naturally cooled building may be designed to include:
- a Mechanical cooling for process spaces (See Equipment Rooms)
  - b Low power exhaust fans to assist flow of air into, and through, the building.
  - c If exhaust fans cannot provide the required airflow, relatively conventional mechanical supply and exhaust ventilation systems, designed to have the lowest feasible pressure drop and fan power, and not incorporating any mechanical cooling, may be used to provide the necessary ventilation.

#### 5 Hybrid Buildings

- a A building may be designed to be naturally cooled, according to the foregoing requirements, for the vast majority of the year, but use mechanical cooling in central air-handling units only during the hottest days of the year.
- b Alternatively, part of a building may be designed to be naturally cooled, according to the foregoing requirements, and another part of the building may be designed for mechanical cooling. In this case, the mechanically cooled and naturally cooled parts of the building shall be physically separated from each other and served by entirely independent space conditioning systems.

#### 6 f 5 Radiant Floor

- a Any radiant floor system must provide better value than a conventional system that uses ventilation air to heat and cool the space and this must be justified in a report to SSBC that addresses complexity, costs, risks and value as well as perceived benefits.

#### 6 f 6 VAV Reheat

- a Description

- 1 Reheat is provided by a hot water heating system that is normally heated by boilers but can in this instance be heated by heat pumps or solar sources because of the specified requirement to design for 125°F hot water.
- 2 VAV boxes shall be pressure independent type with sensing and control of space temperature, supply airflow, and supply temperature.
  - a Minimum flow
    1. Provide a minimum supply flow set point that is sufficient to:
      - a. Deliver the minimum zone outdoor air requirement based on the outdoor air fraction in the supply air and
      - b. Maintain a minimum supply flow rate to occupied spaces of at least 0.5 cfm/ft<sup>2</sup>, and
      - c. Maintain space temperature in cold weather while limiting zone supply air temperature to 30°C max (reset function)
    2. If zone exhaust make-up needs exceed the above minimums:
      - a. Where possible, use natural or fan powered transfer air to meet the shortfall rather than increasing the minimum primary flow.
      - b. If transfer air is insufficient then increase minimum supply flow setpoint.

### 3 Reheat

- a Provide reheat for any zone with any exposure to the building exterior and any other zone where internal heat gains are not certain to offset the cooling effect of the supply air flow under all operating conditions.
- b Size reheat capacity to offset heating of cool supply air in addition to meeting zone heating requirements including any glazing, wall, floor and roof loss.
- c Size all heating coils to be able to heat with water supplied at 125°F
- d Reduce flow to minimum before reheat coils activate.
- e See additional requirements under Reheat in HVAC System Elements.

### 4 Air Handling Unit

- a Size all heating coils to be able to heat with water supplied at 125°F.

#### 6 f 7 Variable Refrigerant Flow (VRF)

##### a Description

- 1 VRF systems shall not be installed in SSBC building space.

#### 6 f 8 Variable Volume & Temperature (VVT)

##### a Description

- 1 VVT systems shall not be installed in SSBC building space.

#### 6 f 9 Water Loop Heat Pump (WLHP)

##### a Description

- 1 Water loop heat pump systems described herein are comprised of ceiling mounted unitary heat pump units, each of which serves a single thermostatic control zone. Each heat pump is supplied with water to which it rejects heat when cooling and from which it draws heat when heating. The heat pump draws air from the ceiling space which is a mixture of return air and of 100% outdoor air supplied directly to the fan coil intake.

- 2 Unitary water loop heat pump systems shall not be installed in SSBC building space.

**---- End HVAC Section ----**

## **7 DDC**

### **7 a General Requirements - DCC**

#### **7 a 1 Design & Review Process – DDC**

- a Concept Stage Submission
  - 1 Confirm that all Technical Standards requirements will be met.
- b Design Development Stage
  - 1 Details on proposed equipment types
  - 2 Details on system architecture and operators workstation location and layout
- c 90% Documentation Stage
  - 1 90% Drawings and Specifications including complete points list

#### **7 a 2 General DDC**

- a General - DDC
  - 1 Provide a BACnet Direct Digital Control (DDC) system to control and monitor the HVAC systems and record mechanical system performance.
  - 2 DDC control shall be applied down to and including the terminal zone units. Local hardwired controls may be used for safety controls and local small exhaust fans.
  - 3 The DDC control system shall be a modular, flexible, and fully commissioned BACnet Testing Laboratories (BTL) certified and approved Direct Digital Control (DDC) System.
  - 4 DDC systems shall be engineered, installed, programmed, and commissioned by trained and qualified personnel who have ample experienced with the particular system and the task they perform and employed by companies that have demonstrated an acceptable quality of post construction service.
  - 5 DDC systems and thermostats shall have space temperature override feature available for SSBC staff and government tenants for after normal office hour operation.
- b Alarms - DDC
  - 1 Relay selected alarms to remote locations as directed by SSBC.
- c Connectivity - DDC
  - 1 Provide Ethernet connections between buildings on the same site.
  - 2 Provide for secure offsite support access by including a modem or serial device server for telephone or secure internet connectivity. Ethernet connections shall be provided between buildings.
- d Monitoring
  - 1 The DDC systems shall be able to monitor the performance of the HVAC and lighting systems through system graphics, trend graphs and other

monitoring features, and shall also be able to change zone set points remotely. The remote access shall be available for SSBC to use.

- 2 To the extent possible with the DDC system type including all options:
  - a Provide automatic data logging capability including all hard and soft points, unrestricted intervals and unrestricted number of data points.
  - b Provide maximum ease and flexibility in setting up and displaying current and historical data both separately and together
  - c Provide for easy data storage expansion without having to reload the DDC software.
- 3 Shop Drawings – DDC
  - a Provide DDC system shop drawings including detailed system architecture showing all DDC points associated with each controller, single line control diagrams and complete control point schedule.
- 4 Lighting Controls - DDC
  - a Provide Low Voltage lighting controls and controllers.
  - b The DDC system shall monitor relay status of Low Voltage lighting relays.

#### 7 a 3 DDC System Type

- a Provide a current model DDC system that has operational, maintenance and programming compatibility with those in current office market and has a well established and proven support network.
- b DDC Systems shall be the latest hardware and software version current at the time of DDC system design and shall be Delta Controls Orca or Reliable Controls

### 7 b Programming – DDC

#### 7 b 1 Graphics

- a Provide a graphics of each floor showing smoke control zones. Include all DDC controlled space temperatures.

#### 7 b 2 DDC Control Sequences

- a Meet all Technical Standard requirements including the control tolerances in the HVAC section of this technical standard.
- b Provide custom control sequences and programs.
- c Optimize all performance including comfort, IAQ and energy use with measures including:
  - 1 Resetting HVAC water and air supply temperatures
  - 2 Providing resettable load sensitive optimum start and stop times for equipment and systems that do not operate 24 hours a day.
  - 3 Resetting control points for any humidifiers from outside air temperature
  - 4 Preheating, precooling, and/or flushing, prior to occupancy as appropriate.

### 7 c Components - DDC

#### 7 c 1 Control Panels

- a Provide at least 10% spare control points at each DDC controller for future expansion.



---- End DDC Section ----

**8 Plumbing**

**8 a Plumbing - General**

**8 a 1 Plumbing System Type, Scope and Capacity:**

**a Cold Water Supply System:**

1 The cold water supply system shall be capable of providing domestic cold water to all plumbing fixtures and equipment.

**b Domestic Hot Water System:**

1 The domestic hot water equipment and distribution system shall be capable of providing hot water to all plumbing fixtures and equipment requiring hot water.

**c Sanitary Drainage System:**

1 The sanitary drainage shall be capable of collecting drainage from all plumbing fixtures and equipment by gravity system.

**d Drinking Water Treatment Systems:**

1 Installation of point-of-use or building water filtration or reverse osmosis systems shall be prohibited.

2 If a water treatment system is required, the installation must meet with the BC Plumbing Code requirements for piping installation, system approved by the local health authority, equipment must be CSA approved, reduced pressure backflow installed and tested, water sampling and monitoring program approved by the local health authority and NO direct connection to the waste.

**e Plumbing Drawings:**

1 Plumbing drawings shall include fixture loads at each branch, fixtures and service connection for domestic water, sanitary and venting. Drawings shall include riser diagrams and/or piping schematics where projects are multi-storey.

**8 a 2 Redundancy – Plumbing Systems:**

**a N+1**

1 The following plumbing equipment shall have redundant capacity on an N+1 basis. i.e. 2 at 100%, 3 at 50% etc. Failures shall be alarmed on the DDC system:

a Domestic hot water heaters, boilers and storage tanks.

b Domestic water booster pumps (minimum triplex configuration).

c Sanitary sewage pumps (also high water alarm on DDC system).

2 Provide for controlled overflow or redundant drainage at all points where blockage of a single drain (e.g. by leaves, snow or ice) could cause ponding that could interfere with its operation.

**8 a 3 Plumbing System Zoning:**

a Provide isolation valves on water distribution systems such that shutting off the water to one area does not affect other operational areas.

8 a 4 LEED – Plumbing:

- 1 Design plumbing systems that incorporate high efficiency equipment and motors in accordance with ASHRAE 90.1.
- 2 Design plumbing systems to conserve water and to minimize sanitary discharge.
- 3 Provide showers for 0.5 % of Full Time Equivalent (FTE) occupants.
- 4 Provide high efficiency domestic water boilers in accordance with ASHRAE 90.1.
- 5 Provide variable frequency drives for the lead pumps on domestic water booster pump packages.
- 6 Provide insulation on piping and storage tanks in accordance with ASHRAE 90.1.

8 a 5 Acoustics – Plumbing:

- a Continuous noise from plumbing fixtures and systems shall meet the same NC levels as HVAC systems.
- b Maximum noise from plumbing equipment and components shall not exceed the following dBA levels:

Space Type	MAX N C	Max SPL dB	
		32hz	16hz
Conference, Meeting	30	50	55
Offices, Reception Areas	35	55	60
Other Occupied Areas	40	60	65

- c Refer also to the described items in Section – “Acoustics”.

8 a 6 Balancing – Plumbing:

- a Test, adjust and balance all domestic water distribution systems and their settable components.
- b Documentation:
  - 1 Document the detailed results of the balancing process in a balancing report that identifies every balance point and the measured result.
  - 2 Identify any shortfalls in performance and any other problems that may affect facility operation whether they are or are not part of the contract. Summarise shortfalls and problems at the front of the report with clear references to the detailed results.
  - 3 Summarize the results in a commissioning checklist and provide both the balancing report and commissioning checklist to SSBC.

**8 b Drainage Systems**

8 b 1 Sanitary Drainage:

- a Connect all plumbing fixtures and equipment that discharge sanitary waste to the sanitary drainage system.
- b Drain by gravity wherever possible and do not use pumping without first obtaining written approval from SSBC.

- c Provide cleanouts along the entire piping system.
- d All above slab drainage and vent piping shall be metallic (cast iron and/or copper) for longevity, ease of disassembly and acoustic properties.
- e Provide cleanouts in accessible locations and, where possible.
- f Provide floor drains:
  - 1 In each janitor's room.
  - 2 Outside each shower stall.
- g Cleanouts:
  - 1 Provide a readily accessible cleanout in the sanitary connection to each water closet.

## **8 c Domestic Water Systems**

### **8 c 1 Domestic Water – General:**

- a Connect the domestic cold and hot water supply to all plumbing fixtures and equipment that require cold and hot water.
- b Provide zone isolation valves to each separate area.
- c Piping:
  - 1 All water distribution piping above slab shall be Type K copper for longevity.
- d Booster Pumps:
  - 1 The lead pump shall have a variable frequency drive.
- e Isolation:
  - 1 Provide isolation valves on all risers, at takeoffs on each floor level, at each floor, at each plumbing fixture, and at each piece of equipment.
- f Provide backflow protection at each fixtures considered to be a hazard to the drinking water system in accordance with CSA B64.10

### **8 c 2 Domestic Hot Water:**

- a Provide domestic hot water and tempered hot water at the required temperature to all plumbing fixtures and equipment that require it.
- b Domestic hot water and tempered water are to be available at all plumbing fixtures within 10 seconds of opening the respective faucet.
- c Domestic hot water temperatures shall be adjustable to suit the needs of the occupants. Initial setpoints including temperature limit stops on individual fixtures shall be as follows:
  - 1 Showers 43°C +/- 2°C
  - 2 Janitor sinks 60°C +/- 2°C
  - 3 Kitchen sinks 60°C +/- 2°C
- d Water Distribution and Temperatures:
  - 1 Generate, store and distribute domestic hot water at 60°C to minimize Legionella risk.
  - 2 Recirculate domestic hot water from the distribution system back to the generating / storage equipment to maintain a minimum temperature of 55°C at the most remote takeoff and a minimum temperature of 50°C at the return point.

- 3 Provide tempered water to all showers and lavatories utilizing localized tempered water mixing valves – do not provide tempered water distribution or recirculation systems.
  - 4 Run outs from domestic hot water mains shall be recirculated where they exceed 5 meters in length.
  - 5 Minimum run outs from tempering valves shall not exceed 2 meters in length.
- e Monitoring and Alarms:
- 1 Monitor the domestic hot water temperature at the storage tanks and on the hot water supply line via the mechanical DDC system and provide dedicated alarm outputs when the temperatures exceed the design setpoints.
- f Domestic Hot Water Generating and Storage Equipment:
- 1 Shall be independent of HVAC boilers so that heating boiler efficiency cannot be compromised by high return water temperatures from the DHW system.
  - 2 Shall meet the energy efficiency requirements of the current edition of ASHRAE 90.1, or in accordance with LEED requirements and shall be designed and rated for a service life of at least 20 years.
  - 3 Refer to the Redundancy Plumbing Systems requirements section regarding the criteria for sizing of Central Plant equipment.

#### **8 d Plumbing Fixtures**

##### 8 d 1 Plumbing Fixtures – General:

- a Comply with the B.C. Building Code regarding water efficiency.
- b Provide plumbing fixtures and trim that are vandal resistant and facilitate maintenance.
- c Where accessible fixtures are required, comply with BC Building Code, Building Access Handbook.

##### 8 d 2 Water closets:

- 1 Vitreous china, floor mounted, 6 litre per flush valve, with elongated rim, open front seat and sensor operated flush valve.
- 2 Provide compliant water closets for all accessible installations.

##### 8 d 3 Urinals:

- a Public areas:
  - 1 Vitreous china, 3 litre per flush or less, wall hung, concealed arm carrier, sensor operated flush valve.

##### 8 d 4 Lavatories:

- a Public areas:
  - 1 Wall Hung: Vitreous china, wall mounted, concealed arm carrier, 5.6 litre per minute or less, tempered water, sensor operated valves.
  - 2 Counter: Vitreous china, counter mounted, 5.6 litre per minute or less, tempered water, sensor operated valves.
  - 3 Accessible: Vitreous china, concealed carrier, 5.6 litre per minute or less, tempered water, sensor operated valves.

##### 8 d 5 Showers:

- a Showers:
    - 1 Heavy duty commercial grade one piece acrylic shower enclosure complete with a base, walls, integral encapsulated backing and dome ceiling, fabricated as a single unit, NOT knocked down and assembled from multiple pieces.
  - b Shower valves :
    - 1 Wall mounted, manually operated, pressure balanced shower valves, with integral check valves and adjustable temperature limit stops.
  - c Shower heads :
    - 1 Wall mounted, shower head, arm and flange with adjustable spray pattern and adjustable angle, 9.5 litres per minute.
- 8 d 6 Janitor sinks:
- a General areas:
    - 1 Precast molded stone or terrazzo, floor mounted, service sink of standard dimensions. Provide stainless steel edge protection.
    - 2 Provide a wall mounted mixing faucet with brace arm, pail hook, threaded hose end spout with vacuum breaker and hose, wall mounted hose clamp, and mop hangers.
    - 3 Provide separate water connection for future detergent dispensing equipment. When a detergent dispensing unit is installed, provide a reduced pressure type backflow preventer.

**---- End Plumbing Section ----**

## **9 FIRE PROTECTION**

### **9 a Fire Extinguishers**

#### **9 a 1 Fire Extinguishers - General**

- a Provide fire extinguishers in accordance with NFPA-10 or municipal requirements.
- b Provide dry chemical fire extinguishers, rated in conformance with code.
- c In SSBC's finished areas, provide semi-recessed cabinets suitable for required fire extinguisher, complete with plexiglass window, piano hinged door and latch. Provide wall mounted "Fire Extinguisher" signage that mounts perpendicular to the wall to which it is attached.

### **9 b Sprinkler Systems**

#### **9 b 1 Pre-action Sprinklers:**

- a Provide pre-action sprinkler systems in major computer rooms and as directed by the tenant.
- b Provide double interlock pre-action sprinkler systems complete with detectors, control valves, control panel, end-of-line devices, abort switch, override switch and all required components.
- c Preaction control panel shall be interconnected to the main building fire alarm panel, with separate zone identified at the annunciator panel.

## 9 b 2 Fire Suppression Systems

- a Provide fire suppression systems for major computer rooms and as directed by the tenant.
- b System based on Halon as an extinguishing agent are NOT permitted.
- c Provide chemical based fire suppression systems in accordance with NFPA requirements.
- d Chemicals shall be non-damaging to the environment (Novec 1230 or Energen)
- e Provide double interlocked system complete with detectors, wiring, control panel, abort switches, emergency dump switches and local alarm indication. Panel shall be interlocked to main building fire alarm system with separate zone indicated at building annunciator.
- f Provide chemical storage tanks, distribution piping, discharge nozzles and all required components. Provide seismic restraint of all components.
- g Provide technical assistance to conduct a live dump test and chemical to recharge and reset the system.

### ----- End Fire Protection System Section -----

## 10 ELECTRICAL

### 10 a Electrical Requirements

- 10 a 1 Strategies shall be implemented to ensure quality power is delivered continuously to the Premises loads. Based on 100% non-linear Premises loads, the electrical service to the Premises shall meet the following criteria when space is occupied:
  - a Total Power Factor > 0.95
  - b Voltage Unbalance < 1%
  - c Phase Unbalance < 10%
  - d Comply with IEEE 519 for Harmonic Distortion.
- 10 a 2 Provide "all mode" Transient Voltage Surge Suppression (TVSS) on the main electrical service that will have a failure alarm monitored by the building management system.
- 10 a 3 Each panelboard within each Premises space shall be metered by a building digital metering network to record consumption (kwh) and demand (kw). Digital metering system shall be remotely accessible by the Tenant.
- 10 a 4 Co-ordinate the location of panelboards within the Premises with Tenant prior to rough-in.
- 10 a 5 Provide separate panelboards and feeders within each Premises space to separate plug loads, lighting loads and mechanical loads. Each feeder supplying lighting and plug loads for each Premises space shall be sized for a minimum of 25 w/m<sup>2</sup>. Feeder supplying mechanical equipment shall be appropriately sized for the mechanical system installed in the Premises. Panelboards shall be minimum 42 circuits, complete with 20 bolt-on circuit breakers. A means of disconnect shall be provided within the Premises for each panelboard.

- 10 a 6 Provide isolation transformers in close proximity to the Premises space to supply 120/208V power to the Premises panelboards supplying plug loads.
- 10 a 7 Provide duplex 5-20R receptacle located every 10'-0" O.C. along the Premises outside perimeter wall. Maximum two receptacles per circuit wired to the Premises power panelboard.
- 10 a 8 Minimum wire size shall be #12 AWG. Each circuit supplying receptacles in the Premises shall be provided with a dedicated neutral.
- 10 a 9 Provide 3 spare 27 mm (1") conduit from each Premises panelboard to accessible ceiling space.
- 10 a 10 Provide Level 2 Electric Vehicle Charging stations for a minimum of (5) five Tenant vehicle parking spaces identified in this RFP.
- 10 a 11 Provide complete project documentation at completion including following:
  - a Current panelboard directory using type written descriptors.
  - b Label each receptacle cover plate with type written label(s) indicating circuit identifier as follows; 2A10, where 2 is floor #, A is unique panel descriptor, 10 is circuit number. Include same label in outlet box using permanent marker.
- 10 a 12 Fire alarm system initiation devices and alarm signaling devices within the Premises shall be based on an 'open plan' office occupancy.

**----- End Electrical Section -----**

## **11 LIGHTING**

### **11 a Lighting Requirements**

- 11 a 1 Provide recessed, T-bar mounted, 2'x4' , fluorescent luminaires c/w dimmable lamps and ballasts for all Premises. The quantity of luminaires supplied to site shall be based on a formula of the total rentable area divided by 56. Tenant to install luminaires and wire from Premise lighting panelboard.
- 11 a 2 Lighting power density for Premises space shall be a maximum of 0.8W/sq. ft. while still meeting all required illuminance levels.
- 11 a 3 Provide automatic central controls from the building's Direct Digital Control (DDC) to switch off all Premises lighting at 2 hour intervals during unoccupied hours. Provide a manual override switch located near each entrance to the Premises. Luminaires used for emergency lighting and 24 hour lighting are excluded from this requirement.
- 11 a 4 Standard luminaire for Premises space shall be nominal 2'x4', 2-lamp recessed fluorescent style, with minimum efficiency of 85%, full distribution, complete with hinged, white louver.
- 11 a 5 Fluorescent lamps for Premises luminaires shall be T8 technology, 25 watt, 1220 mm (48"), minimum CRI ≥85, CCT = 3500K, extra long life (min. 40,000 hours based on 3 hour program-start switch cycle), and mercury content ≤4 mg per lamp. Lamps must be compatible with the fluorescent lamps being used.
- 11 a 6 Ballasts for Premises luminaires shall be program-start, dimmable, high-frequency, electronic type for operation of two (2) T8 lamps, input Watts ≤46, Power factor ≥0.95, parallel operation, striation reduction technology.
- 11 a 7 Emergency lighting and exit signs for the Premises space shall be based on an 'open plan' office.

- 11 a 8 Provide light pollution reduction strategies to meet the requirements of LEED Canada for Core and Shell Development 2009 - Sustainable Sites - Credit 8 – Light Pollution Reduction.

----- End Lighting Section -----

## 12 STRUCTURED CABLING

### 12 a Structured Cabling Requirements

- 12 a 1 The design and installation of the structured cabling system shall follow the latest approved version of TIA/EIA 568, TIA/EIA 569, TIA/EIA 606, J-STD-607 standards and BiCSi TDM and TCIM manuals.
- 12 a 2 Install a precast concrete pullpit at the property line for incoming telecommunication services. The pullpit shall be 1200x1200x1200mm (minimum size) c/w steel lockable lid. Install three 103 mm (4") ducts from the pullpit to each building's demarcation for telecommunication service provider's entrance cables. Co-ordinate the location of pullpit and incoming services with Service Provider.
- 12 a 3 Provide a base building telecommunication room on each floor. Ensure telecommunication rooms are vertically aligned.
- 12 a 4 Provide 3 x 4" sleeves between telecommunication room on each floor to facilitate the installation of the Government telecommunication data riser cables.
- 12 a 5 Provide 2 x 3" conduit running from the base building telecommunication room and stubbing into each Premises space on that floor as directed by the Tenant.
- 12 a 6 Voice riser cables shall be Category 3, and sized by allocating 1 pair per 10 m<sup>2</sup> of rentable space served from that base building telecommunication room. Minimum sized voice riser cable shall be 25 pair.
- 12 a 7 All voice riser cables shall terminate on BIX1A/110 blocks adjacent to the telephone demarcation and on BIX1A/110 blocks at the base building telecommunication room on each floor.
- 12 a 8 Provide communication outlet located every 10'-0" O.C. along the Premises outside perimeter wall. A 27 mm (1") conduit shall be installed from the outlet box up to the ceiling space. The conduit shall have a grounding bushing installed in the ceiling space.
- 12 a 9 CATV Distribution riser system to be provided to each base building telecommunication room.

----- End Structured Cabling Section -----

## 13 SECURITY

### 13 a Allowances shall be made for future installation of:

- 13 a 1 Building Entry Phone System
- 13 a 2 Building Access Control System



13 a 3 Common Area Intrusion Alarm System

- 13 b** If any electronic security system is installed they shall conform to the requirements detailed in the most current version of Shared Services BC (SSBC) Security System Specifications. Copies of the specifications are available at the Internet web site:

[http://www.accommodationandrealstate.gov.bc.ca/Doing\\_Business\\_With\\_Us/Technical\\_Manuals/files/SSBC\\_Scrty\\_Sys\\_Spec\\_July%2012.pdf](http://www.accommodationandrealstate.gov.bc.ca/Doing_Business_With_Us/Technical_Manuals/files/SSBC_Scrty_Sys_Spec_July%2012.pdf)

----- End Security Section -----

## **14 ELEVATORS**

- 14 a** Means of mechanized vertical transportation must be provided for the conveyance of all persons, materials, equipment, services, wheeled equipment, stretchers and other items as required, to all floor areas of the building.

- 14 b** Elevators must be designated to reflect use as:

14 b 1 Service elevators.

14 b 2 Transport staff, Public and Persons with disabilities.

14 b 3 Elevator(s) may be required to be designated for use by the Police and Fire Department in emergency situations.

14 b 4 Location and access:

a Elevators must be located in proximity to stairwells to provide alternative means of access from floor to floor.

b There must be no access to elevator shafts other than required by codes or regulations.

14 b 5 Elevator design:

a Fully coordinate the design of the elevators with the Building Security Systems (where applicable).

14 b 6 Security:

a Elevator cabs shall be pre-wired for both a card reader and a CCTV camera.

b Key Access must use the standard primus lock cylinders. Keyed Access must be provided only where required for maintenance of the elevator(s).

----- End Elevator Section -----

## APPENDIX F – PREMISES “FINISHED BASE BUILDING SHELL” CONDITION

“**Finished Base Building Shell**” means the components included in the Building, all of which must be designed and erected to the BC Building Code, Fire Code, Electrical Code and Plumbing Code, in effect at the time of construction, including but not limited to:

- Foundation and structure reflecting standard specified loads for an office (open plan) occupancy.
- Exterior walls including the insulation, air barrier and cladding system and the roof finishing.
- Interior structural, party, demising and partition walls to be constructed from top of floor to underside of floor or roof deck above, and will be drywall on stud framing with insulation installed between the studs. Drywall to be taped, filled and sanded ready for paint.
- Vertical circulation, including stairs, emergency exits, escalators and elevators.
- Finishes to the walls of entry and elevator lobbies, stairwells, party walls, demising walls, columns, and service rooms outside the Premises or other tenant areas (including, but not limited to, electrical, telecommunications, janitor, mechanical rooms and public washrooms). This excludes paint finish to drywall and similar surfaces of exposed Finished Base Building Shell walls within the Premises.
- Double entry door per floor with hardware, if required, plus one double entry door and on egress door for space on a multi-tenant floor.
- 2' X 4'T-bar ceiling grid installed, with a minimum ceiling height of 9'.
- Drop-in acoustic ceiling tiles supplied. Province to install tiles.
- Floors in the Premises to be smooth troweled concrete floor slab prepared to receive finished floor coverings. Floor coverings provided in Common Areas including, but not limited to, washrooms, hallways and entrance lobbies.
- Standard lighting, ceilings and ceiling tiles in all common areas, including, but not limited to, entrance and elevator lobbies, stairwells, and service rooms, including janitor, electrical, mechanical and telecommunications rooms and washrooms.
- Fixtures, fittings and equipment for Common Area washrooms, main Building directory, and Common Area and Parking Area signage.
- All electrical panel boards c/w associated feeders and metering system within the Premises. Province to distribute branch circuit wiring from panel board in suite.
- Digital metering system monitoring of Premise panel boards
- Duplex receptacle and communication outlet located every 10'-0" O.C. along the Premises outside perimeter wall. Maximum two receptacles per circuit. 1" conduit home run from communication outlet stubbed up to ceiling space.
- Recessed, T-bar mounted, 2'x4', dimmable fluorescent luminaires providing an average illumination level range of 320-540 lux based on an 'open plan' office occupancy. Province to install and wire from panel.
- Automatic central control through the DDC system to automatically switch off the luminaires within the Premises during unoccupied periods. Manual override switch to be provided at the Premise entry.
- Emergency lighting systems and emergency exit signs for “open plan” office occupancy.
- Fire alarm system initiation and alarm devices for 'open plan' office occupancy.

- Rough-in plumbing for washrooms to code for each full floor and finished washrooms to code for space on a multi-tenant floor.
- Rough-in plumbing consisting of up to 2- 1½ cold water main, with shut-off valve, in the ceiling space, 2" vent in the ceiling space, two - 3" sanitary waste riser below floor for an office kitchenette; for each floor occupied, suitable for Province's layout.
- Automatic Fire Protection Sprinkler System to open plan office layout and be suitable for tenant fit-up relocation.
- Mechanical system to meet HVAC Capacity and Space Requirements as outlined in Base Building Technical Standard. The Space Requirements shall include 22 degrees C during Heating season and 24 degrees C during Cooling season in all occupied spaces.
- DDC control system to provide minimum thermal zoning as outlined in Base Building Technical Standard.
- HVAC System Types and HVAC Elements as outlined in Base Building Technical Standard including ceiling diffusers to be standard commercial grade adapted to accommodate the Province's initial layout and installed in T-bar grid complete with necessary ducting and the capability to adapt to the Province's requirements.
- Empty conduits for telephone/data service for each floor stubbed in to the Premises, suitable for Province's requirements.
- Building standard window coverings to be delivered to the floor for Province installation.
- A janitor facility in a lockable, separate room or closet, per floor plate, to enable the janitorial service required by the lease to be properly provided.
- Separate male and female shower and changing facilities, including lockers, in each building, for 0.5% of full time equivalent (FTE) occupants.

**APPENDIX G – AGENCY DISCLOSURE FORM AND DEPOSIT ACKNOWLEDGMENT**

**AGENCY DISCLOSURE**

The Province and the Purchaser acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled “Working With a Real Estate Agent” and acknowledge and confirm as follows:

- 6. The Province has an agency relation with COLLIERS INTERNATIONAL and Michael Miller and Ty Whittaker.
- 7. The Purchaser has an agency relationship with \_\_\_\_\_  
and \_\_\_\_\_ AGENT  
SALESPERSON

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**ACKNOWLEDGEMENT OF DEPOSIT**

We hereby acknowledge receipt of the First Deposit of \$ \_\_\_\_\_  
(\$ \_\_\_\_\_) to be held in accordance with this Agreement and the *Real Estate Services Act*:

\_\_\_\_\_  
AGENT

Rank	Prospective Purchaser	Purchase Price	Updated Changes to PSA	Updated changes to Leaseback	Updated changes to New Build Lease	Average Net Rental Rate	Net Present Value	Notice Period Date	Environmental	Concerns	Comments
1	Jawl Development Corporation & Concert Development Corporation		- Deletion of purchaser's conditions 7.03 a, b, and c. - offer is unconditional save and except zoning and subdivision.	- no changes to leaseback	- no changes to new build lease				- 12.02 c Risk based CoFC to residential standards		
2	PCI Capital Park Holdings Ltd.		- nothing other than environmental as per province's original wording	- nothing noting, only insertion of Schedule H	- No changes except updated rental rates				- Province's original wording inclusion of 'risk based' CoFC.		
3	Chard Development (Victoria) Ltd. & AIMCo RE GP Corp. in its capacity as General Partner of AIMCo Realty Investors LP	S17, S13	- Numerous and substantive changes still included in the PSA including Board of Directors approval and satisfied in its sole discretion as to the environmental condition of the existing buildings.	- 4.4 deletion - set off - 4.9 insertion - clarification of an absolute net lease - 9.6 & 9.7 insertions - tenant's insurance and limitations of landlord's liability, respectively - Schedule H - changes to original termination wording.	- Numerous and substantive changes		S17, S13		- Same wording as original submission		S13, S17
4	Seacliff Properties Ltd.		- 5.05 Removed addition - 7.03 minimum densities for both LP-2A & LP-2E. If these densities are not met, purchase price will be reduced on a pro-rata basis. - 11.02, 11.03 province's original wording reinstated - 12.05 deleted their insertions with regards to environmental indemnifications	- nothing noted	- 4.2 b taxes - agreed to province's wording - 7.1 changes - Schedule B - reinserted all of the Province's original wording - Schedule C - 'minor' reinserted - Schedule F - reinserted all of the Province's original wording				- 12.02 (t) Province to deliver risk based CoFC as soon as possible - Environmental wording as per Province's original PSA		
5	Bosa Properties Inc.		- Deletion 7.03a - No unilateral purchaser's conditions	- no changes to leaseback	- 4.4 accepted - 5.1 accepted - 9.1 & 9.2 same as RFP submission - 13.6 same as RFP submission - new 13.6 (Tenant's right to perform) same as RFP submission				- Province's original wording plus risk based CoFC.	S13, S17	
6	Peterson		- Addressed or eliminated all of Kevin's concerns in the revised offer.	- Nothing noted	- 2.2 same as RFP submission - Schedule F - Option to Renew back to Province's original wording				- 12.02 c risk based CoFC to residential standards		