

**102173 P.E.I. Inc.**  
**Base Building for Retail Store**  
**West Prince Location, Prince Edward Island**

**Prince Edward Island Design/Build/Lease Proposal Call**  
**Tender #4988**

PEI LIQUOR  
— ❁ —  
ALCOOL Î.-P.-É.

Prepared by:



© February 2018

## TABLE OF CONTENTS

<b>LEASE PROPOSAL</b> .....	<b>1</b>
<b>PROPOSAL DOCUMENTATION</b> .....	<b>1</b>
<b>PROPOSAL REQUIREMENTS</b> .....	<b>2</b>
<b>SCHEDULE</b> .....	<b>2</b>
<b>INSTRUCTIONS TO BIDDERS</b> .....	<b>3</b>
<b>PART I - GENERAL</b> .....	<b>3</b>
1.1 PROPOSAL AND BID CALL.....	3
1.2 QUALIFICATIONS .....	3
1.3 CONTRACT / BID DOCUMENTS .....	4
1.4 BID SUBMISSION .....	5
1.5 BID ENCLOSURES / REQUIREMENTS .....	5
1.6 BID SIGNING.....	5
1.7 OFFER ACCEPTANCE / REJECTION .....	6
1.8 GEOTECHNICAL, LEGAL, AND TOPOGRAPHICAL SURVEYS.....	6
1.9 PERMITS.....	6
1.10 IMPACT ON ADJACENT SPACES .....	6
1.11 BID PRICE/AWARD CRITERIA .....	6
1.12 GENERAL REQUIREMENTS .....	8
1.13 FIT-UP BUILDING .....	10
1.14 BUILDINGS SPECIFICATIONS.....	12

**Appendix A – Agreement Form**

**Appendix B – Proposal Acknowledgement & Registration Form**

**Appendix C – Submission Form**

**Appendix D – Space Summary Drawings**

**Appendix E – Cabling Standards**

**Appendix F – Standard Lease Agreement**

## LEASE PROPOSAL

This proposal is being sought on behalf of our client, 102173 P.E.I. Inc. who is the "Owner". The lease arrangement with the Owner, will be as outlined in Appendix 'A'. This arrangement may either be for an existing facility or may be for a new design-build arrangement. In either case the facility must be available to begin tenant fit-ups no later than July 1, 2018.

## PROPOSAL DOCUMENTATION

The proposal documentation is to be in the form of drawings and written text. If a design build arrangement is proposed, is to be prepared by professional architects and engineers and presented in sufficient detail to permit a comprehensive evaluation of proposal including the mechanical and electrical systems. If an existing facility is proposed, the as-built drawings including mechanical and electrical systems, are to be presented along with sufficient text to enable a comprehensive evaluation.

As a minimum the existing "base building" will be of a space as required and deemed compatible by the Owner to the conceptual build-out drawings shown, for each size facility.

In addition the base building shall be at least fit-up to:

- have direct man-door access from shipping receiving to the out of doors;
- the "taped, filled, sanded, and prime coat painted of all perimeter walls
- have a solid minimum 4" thick concrete floor of minimal discontinuity or cracking;
- have a solid roof without leaking or evidence thereof,
- have a basic roof mounted or access to a centralized HVAC equipment suitable to ensure that operating temperatures are sufficient to meet the attached leasing standards and with standalone digital controls;
- have a separately metered potable water line and 4 " sanitary drain installed;
- where necessary, have a properly sized sprinkler line feeding the space; and
- have a separate metered electrical entrance complete with a minimum of 200 amp/ 208 volt 3 phase service. Power to be supplied to a service rated panel board complete with main breaker and a minimum of 54 circuits.

The 102173 P.E.I. Inc. intends to standardize and modernize the shopping experience at all **new** stores. The proponents for design build facilities should meet all the requirements of this RFP.

The 102173 P.E.I. Inc. will select a successful proponent for each site and use provided base building drawings to apply 102173 P.E.I. Inc. fit up standards. The successful proponent will have the opportunity to price fit up drawings **under a separate RFP** at a later date.

These fit-up drawings will include fit up layout floor plan, reflected ceiling plan and all the details showing shelving, fixtures, bulkheads, specialized millwork units, checkout units, accent lighting, signage; based upon the conceptual drawings shown in Appendix 'D'.

The following size requirements comprise the minimum base building requirements that are to be provided under the terms of this agreement.

The West Prince project includes a complete demised shell of approximately one thousand, two hundred fifty (1,250) square feet +/-, net rentable, approximating the layout provided in Appendix 'D'.

### **PROPOSAL REQUIREMENTS**

The Owner's Statement of Requirements, contained within these documents, and is considered minimum requirements. Proposals will be evaluated based on the proposal documentation presented, as noted above. Proposals which simply reference as being in compliance with these requirements without supporting documentation will not be evaluated.

### **SCHEDULE**

The following are the milestone dates and time frames anticipated for the project.

RFP Released	February 28, 2018
Proposals Closing	March 21, 2018; 2:00 PM (local time)
Proponents Selected	March 29, 2018
Base Building Complete	July 1, 2018

The proponent is to include with the submission, a tentative construction schedule for any base building improvements.

The proposal submissions are to be sufficiently detailed to allow for a thorough evaluation of proposals without further negotiations, and an immediate start of construction.

## INSTRUCTIONS TO BIDDERS

### PART I - GENERAL

#### 1.1 Proposal and Bid Call

- 1.1.1 **Offers signed under seal, executed, and dated will be received on behalf of the Owner, 102173 P.E.I. Inc., at the Office of Procurement Services 2nd Floor Shaw Building -South, 95-105 Rochford Street, Charlottetown, PE tel. 902-368-4041, at a time and date indicated in the Bid Advertisement.**
- 1.1.2 Offers submitted after above time shall be returned to bidder unopened.
- 1.1.3 Amendments to submit offer will be permitted if received in writing prior to bid closing and if endorsed by same party or parties who signed and sealed offer.

#### 1.2 Qualifications

- 1.2.1 In order to qualify for this project, the proponent must have completed a minimum of Three (3) similar building projects over the past five (5) years. In addition, proponents will be further assessed based on past experience and expertise, including:
- .1 The joint experience of the firms working together.
  - .2 Design-build experience of the firms and similar type of experience, as necessary.
  - .3 Experience of key personnel.
  - .4 Safety record.
  - .5 Firm's organization and location.
  - .6 On-time delivery record.
- 1.2.2 The above qualification information shall be submitted with the tender bid. The owner reserves the right to question or to request clarification regarding the status of the company or the documentation provided.
- 1.2.3 The successful proponent may be required to provide a satisfactory Criminal Record Check and may be required to submit such other authorizations or consents as may be necessary to enable police, law enforcement, or other agencies to release any information they have relating to criminal convictions, contraventions, charges, court orders, dispositions, or other relevant information. If the landlord is a corporation, the shareholders, officers and directors of the corporation may be required to provide a satisfactory Criminal Record Check and may be required to submit such other authorizations or consents as may be necessary to enable police, law enforcement, or other agencies to release any information they have relating to criminal convictions, contraventions, charges, court orders, dispositions, or other relevant information.

### 1.3 Contract / Bid Documents

#### 1.3.1 Agreement Form

- .1 See Appendix 'A'.

#### 1.3.2 Availability

- .1 A hard copy of the bid documents may be obtained and/or they can be sent by e-mail in PDF format. If a hard copy is required a request needs to be made to c/o David L. Stewart, Director of Purchasing & Distribution, PEI Liquor Control Commission, 3 Garfield Street, Charlottetown, PE, tel. 902-368-5721 [dlstewart@liquorpei.com](mailto:dlstewart@liquorpei.com), one day prior to pick up.
- .2 Upon receipt of the RFP documentation, all bidders must register their company including contact information, c/o David L. Stewart, Director of Purchasing & Distribution, PEI Liquor Control Commission, 3 Garfield Street, Charlottetown, PE, tel. 902-368-5721 [dlstewart@liquorpei.com](mailto:dlstewart@liquorpei.com) (see Appendix 'B').
- .3 Additional information may be sent out if requested via addendums.

#### 1.3.3 Queries/Addenda

- .1 Direct questions to the 102173 P.E.I. Inc., c/o David L. Stewart, Director of Purchasing & Distribution, PEI Liquor Control Commission, 3 Garfield Street, Charlottetown, PE, tel. 902-368-5721 [dlstewart@liquorpei.com](mailto:dlstewart@liquorpei.com)
- .2 Addenda may be issued during bidding period and all addenda become part of Contract Documents. Include costs in Bid Price.
- .3 Verbal answers are only binding when confirmed by written addenda.
- .4 Clarifications requested by bidders must be in writing not less than seven days before date set for receipt of Bids. Reply will be in form of an addendum, a copy of which will be forwarded to known bidders.
- .5 The Owner reserves the right to negotiate with the successful bidder should a modification in the Statement of Requirements becomes necessary to meet budgetary requirements.

#### 1.3.4 Product/System Options

- .1 Where Bid Documents stipulate a particular product, substitutions will be considered by Owner up to 7 days before receipt of Bids.
- .2 When a request to substitute a product is made, Owner may approve substitution and will issue an Addendum to known bidders.
- .3 In submission of substitutions to products specified, Bidders shall include in their Bid, any changes required to the work in order to accommodate such substitutions. A later claim by Bidder for an addition to contract price because of changes in the work necessitated by use of substitutions shall not be considered.
- .4 Submission shall provide sufficient information to assess the acceptability of such products. Bidders shall submit all relevant information, including catalogue data, product literature, etc. to show the product is equivalent item to that specified.
- .5 Provide complete information on required revisions to other work to accommodate each substitution, dollar amount of additions to or reductions from Bid Price, including revisions to other work.
- .6 Unless substitutions are submitted in this manner and subsequently accepted, the bidder shall provide products as specified.

## **1.4 Bid Submission**

### **1.4.1 Bid Ineligibility**

- .1 Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, shall at discretion of Owner, be declared informal.
- .2 Bids with Bid Forms and enclosures which are improperly prepared shall at discretion of Owner, be declared informal.
- .3 Bids received after the time and date identified within the Schedule will be declared ineligible.

### **1.4.2 Submissions**

- .1 Bidders shall be solely responsible for delivery of their Bids in manner and time prescribed.
- .2 Submit one copy of executed offer on Bid Forms provided, signed and with corporate seal together in a sealed envelope, clearly identified with Bidder's name, project name and Owner's name on outside.

## **1.5 Bid Enclosures / Requirements**

### **1.5.1 Timing Requirements**

- .1 Bidder shall state in Bid Form, time required to complete work. Completion date in Agreement must be this completion time added to commencement date
- .2 Bidder, in submitting an offer, accepts time period stated in Contract documents for performing work.
- .3 Bidder, in submitting an offer, agrees to complete work by date indicated in Contract Documents.
- .4 Owner requires that work of this contract be completed as quickly as possible and consideration will be given to time of completion when reviewing Bids submitted.

## **1.6 Bid Signing**

- 1.6.1 Each separate Bid form shall be signed under seal by Bidder.
- 1.6.2 Sole Proprietorship: Signature of sole proprietor in presence of witness who will also sign. Insert words "Sole Proprietor" under signature.
- 1.6.3 Partnership: Signature of all partners in presence of witness who will also sign. Insert word 'Partner' under each signature. Affix seal to each signature.
- 1.6.4 Limited Company: Signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. Affix corporate seal. If Bid is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted with Bid in Bid envelope.
- 1.6.5 Joint Venture: Each party of joint venture must execute Bid under respective seals in manner appropriate to such party as described above, similar to requirements of Partnership.

## **1.7 Offer Acceptance / Rejection**

### **1.7.1 Duration of Offer**

- .1 Bids shall remain open to acceptance and be irrevocable for a period of sixty (60) days after the Bid closing date.

### **1.7.2 Evaluation and Acceptance of Offer**

- .1 The proposals will be evaluated based on the project requirement as defined herein and supporting documentation provided in the form of Plans and Written Descriptions, including Mechanical and Electrical Systems. Proposal documentation to be presented in sufficient detail to facilitate a comprehensive evaluation without the need for further or supplementary information.
- .2 Owner reserves right to accept any offers which it determines is in its best interest, or to reject any or all offers. Price alone will not be the determining factor for award.
- .3 Owner reserves the right to reject successful bids if, after consultation with law enforcement or other relevant stakeholders it is determined the site is unacceptable.
- .4 After acceptance by Owner, Owner will issue to successful Bidder, written Bid acceptance.

## **1.8 Geotechnical, Legal, and Topographical Surveys**

- 1.8.1 The successful design build proponent will be responsible to provide a complete geotechnical, topographical and legal surveys for their own purposes. A copy of these shall be made available to the Owner.

## **1.9 Permits**

- 1.9.1 The Contractor is responsible for obtaining all necessary permits and inspection fees to complete the work as specified.

## **1.10 Impact on Adjacent Spaces**

- 1.10.1 The proponent is hereby made aware that the products being received, stored, displayed and/or retailed are associated with an odor which some people may find objectionable. The proponent has allowed for any and all cost required to mitigate these odors including, but not limited to HVAC adjustments, air curtains, etc.

## **1.11 Bid Price/Award Criteria**

- 1.11.1 The information included in the tender form is for the purpose of assessing and evaluating the overall proposal, and not for direct comparative purposes with prices from other proponents. The Owner reserves the right to award the project; based on its best interest, and will evaluate each proposal concurrently.
- 1.11.2 Tenders will be assessed by the designate based on a weighted scoring system. The scoring system will be based on contractor/team experience, leasehold space and price. Weighting and further definition of each of the assessment elements is as follows:



**Experience of Bid Team – 10%** Experience of the lead contractor/sub-contractors on projects of similar scope and scale. Contractors must submit a brief summary of five (5) similar projects along with client contact information for reference check. 102173 P.E.I. Inc. reserves the right to contact previous clients for reference should that be necessary to validate bid team experience.

**Leasehold Space – 30%** An evaluation of the overall design approach and features as they relate to, location, aesthetic appeal, long term operating and maintenance cost.

**Commercial Term – 30%** The lowest cost will receive the maximum points of 20 and remaining will be pro-rated.

**Availability on or before July 1, 2018 – 10%** Spaces available after July 1, 2018 will be disqualified. Spaces available before June 1, 2018 will receive a maximum of 10 points, and remaining availability dates will be prorated.

**Location – 20%**

**Generally**

Limiting the proximity of any proposed site to early learning and child care centres, educational institutions or educational facilities that are open to students or members of the public, or such other places as are generally frequented by persons under the age of 19, including, but not limited to, parks and athletics venues, will be a consideration. The proponent will be responsible for ensuring that they obtain all required municipal approvals relating to building and occupancy permits and zoning by-law requirements related to the sale of cannabis.

**West Prince, PEI**

Maximum points will be provided for sites located in:

1. Any incorporated municipality from North Cape to Richmond, **or**,
2. Any rural municipality within 300m of Route 2 from North Cape to Richmond".

Locations outside of this area may receive consideration and be awarded points commensurately.

## **SPECIFICATIONS 102173 P.E.I. INC.**

### **1.12 General Requirements**

- .1 102173 P.E.I. Inc. requires that the submitted Proposal be in accordance with the condition of its standard lease form.
- .2 The Proposal should clearly separate and list the following as the Commercial Terms:
  - a) Annual Base Rent and Term
  - b) Common Areas Costs (actual or projected)
  - c) Rent Free Period (if any)
  - d) Property Taxes
  - e) Other incentives provided to 102173 P.E.I. Inc. to improve its business case
  - f) Costs that 102173 P.E.I. Inc. is expected to payThe Landlord is to clearly identify the extent of their improvements to the premises, and any improvement that the 102173 P.E.I. Inc. is expected to pay for directly. A site plan must be provided showing the location of the premises or the proposed location of premises to be constructed. The site plan is to show surrounding retail businesses, or other buildings that would attract retail customers to the site. If any change in the site (additional tenants for example) is expected within the first 3 years of the term, these possible changes should be shown as well. The site plan must show ingress and egress driveways, complete with any grade changes together with the required parking spaces.
- .3 A schedule for all base building leasehold improvements must be provided which would allow for the determination of an occupancy date by the 102173 P.E.I. Inc. A schedule outlining the permitting process is to be provided as necessary.
- .4 The 102173 P.E.I. Inc. requires early concept design build plans to be submitted to the 102173 P.E.I. Inc. for approval, with such plans to include specifications of materials to be used. The proposed dimensions of the space, the impact of the design, any agreement to provide the 102173 P.E.I. Inc. leaseholds in whole or in part.
- .5 Vehicular traffic counts at the proposed location should be provided with the Proposal. Similarly, the drawings potential for the store, as provided by adjacent retail uses is a key components of the evaluation of the Proposal, and this information should be quantitatively provided with certainty.
- .6 The base rent, along with any rent free periods (if applicable) and/or tenant inducements will be utilized by the 102173 P.E.I. Inc. to arrive at a total rent cost per square foot. The base rent shall include the provision for the base building space; the 102173 P.E.I. Inc. will complete its leaseholds at its own expense unless otherwise proposed. Included within the cost analysis per square foot would be the Landlord's additional rent pertaining to occupancy costs such as property taxes, common area costs, and/or additional charge backs. Included in the 102173 P.E.I. Inc. cost analysis of each proposal would be any costs to the 102173 P.E.I. Inc. as identified in the Proposal, such as leasehold improvements, and/or any incentive offered to the 102173 P.E.I. Inc. to improve its business case.

- .7 Unless a more stringent requirement is noted, all standards of construction for design build facilities are to meet the requirements of the most recent edition of the following standards including all related regulations and commentaries:
  - a) National Building Code of Canada 2010.
  - b) National Plumbing Code latest version.
  - c) National Electrical Code latest version.
- .8 All premises (either existing base building or new design build) are to be acceptable to all authorities-having-jurisdiction, including municipal, provincial and federal. The proponent is to obtain any and all permits necessary and as necessary, to also undertake whatever adjustments may be required (at no cost to the Client) to establish this acceptance by the authority(s)-having-jurisdiction.
- .9 All premises are to be Acceptable to the 102173 P.E.I. Inc.
- .10 All premises are to meet or exceed the requirements as outlined in this document which, in general terms, describes the characteristics and finishes of the fit up space. These standards are arranged in conformity with the National Master Specification system.
- .11 This document is to clarify the minimum requirements provided by the proponent as a Base Building provision. An interior retail fit-up package will be supplied at a later date.
- .12 All products, assemblies and materials to be supplied, transported, stored and installed in strict accordance with manufacturer's written recommendations. Waste Management – All site generated waste materials shall be collected, separated and re-cycled, as per the requirements of municipal and provincial by-laws.
- .13 All work to be completed by trade's people trained, listed or certified by the material manufacturer.
- .14 In addition to the minimum documentation requested for submission of a proposal, for a design-build concept the proponent must also be prepared to:
  - a) Submit a complete set of Architectural and Engineering documents (drawings and specifications) at the design development, 33%, 66% and 99% stage of development for review/approval of the Corporation.
  - b) Submit two (2) complete copies of Operating and Maintenance Manuals at the conclusion of the project.
  - c) Submit a complete hard copy and electronic Autocad set of "Record Drawings" which reflect the "as built" conditions of the building, within 30 days of "take over" by the 102173 P.E.I. Inc. All "as built" conditions to be denoted in red ink.
- .15 All work to be undertaken and completed using methods and measures in strict compliance with the occupational health and safety regulations and laws in force at the time of the work, as enforced by the municipal, provincial and federal authorities-having-jurisdiction.
- .16 All aspects of the store design must conform to the Barrier Free access and use provisions of the National Building Code and local prevailing codes.
- .17 All services, including, but not limited to, electricity, water, telephone, fuel oil, propane, natural gas, etc., shall be connected to the demised premises and shall be metered separately and independently for the leased premise.

- .18 Contractor responsible for coordination of all contracts associated with the construction of the complete facility. Including all 102173 P.E.I. Inc. contracts (ie. Cabling, security, etc.)

### 1.13 Fit-up Building

The final Fit-Up Building will also provide for the following spaces:

#### 1.13.1 Receiving / Warehouse Area:

- .1 Exclusive to 102173 P.E.I. Inc. use.
- .2 Provide steel protection angle to all walls.
- .3 Fully demised space.
- .4 Provide steel angle protection around perimeter of space.
- .5 Provide painted 3/4" plywood sheathing from floor to 12'-0" AFF.
- .6 All perimeter walls to be finished with gypsum board/plywood where required, taped, sealed, and primed and finish painted.
- .7 Lighting.
- .8 HVAC.
- .9 Sprinkler (if required).
- .10 Fiber connections (paid by proponent 102173 P.E.I. Inc. choice).
- .11 Fire Alarm System.
- .12 Solid core interior doors as required.

#### 1.13.2 Retail Area:

- .1 Fully demised space. Allow for installation of 6" stud wall assemblies where running floor to ceiling.
- .2 Floor finish to be ceramic tile.
- .3 All perimeter walls to be finished with gypsum board, taped, sealed and primed. Finish paint by 102173 P.E.I. Inc.
- .4 Baseboard to be ceramic tile.
- .5 Ceiling to be exposed steel structure. Prime and finish paint to 102173 P.E.I. Inc. requirements.
- .6 Rolling shades on all exterior windows: To be model UE 205 Chain operated
- .7 System as manufactured by Urban Edge or similar.
- .8 General work lighting.
- .9 HVAC.
- .10 Sprinkler (if required).
- .11 Fire Alarm System.

#### 1.13.3 Vestibule:

- .1 Fully demised space. Preferably in a corner. Walls to be interior aluminum storefront up to height of exterior glazing. Remainder to be steel stud wall assembly up to u/s of roof deck.
- .2 Provide for two (2) single leaf, hinged automatic aluminum entry doors.
- .3 Allow for one flush mounted entry mat. Model # BC-2 carpeted type floor grille as manufactured by Bolar or similar. Size to be 6'-0" deep x 10'-0" wide.
- .4 Remainder of floor to be ceramic tile with matching ceramic tile baseboard.
- .5 Gypsum board ceiling to suit height of storefront.
- .6 LED pot light general lighting.
- .7 HVAC.
- .8 Sprinkler (if required).

**1.13.4 Janitor Room:**

- .1 Fully demised space with gypsum board ceiling at min. 8'-0". Finish paint all surfaces not precoated.
- .2 All walls to be finished with FRP paneling. Allow for all trims and accessories.
- .3 Install a moulded stone floor mounted mop sink (min. 2'-0" x 2'-0" c/w stainless steel surround and a 3 prong mop hanger.
- .4 Provide for full height adjustable storage shelving.
- .5 Floor to be VCT with 4" rubber base.
- .6 General Lighting.
- .7 HVAC & Plumbing.
- .8 Sprinkler (if required).

**1.13.5 Electrical Room:**

- .1 Fully demised space with gypsum board ceiling at min. 8'-0". Space to maintain 1 hour fire rating. Finish paint all surfaces.
- .2 All walls to be clad on the interior with ½" plywood coated intumescent paint for mounting of equipment.
- .3 Flooring to be VCT with 4" rubber base.
- .4 General Lighting.
- .5 HVAC.
- .6 Sprinkler (if required).

**1.13.6 Staff Room:**

- .1 Fully demised space with acoustical tile ceiling @ min. 8'-0".
- .2 Finish paint all surfaces not prefinished.
- .3 Flooring to be VCT with 4" rubber base.
- .4 Full kitchenette c/w stainless steel sink.
- .5 LED drop in lighting.
- .6 HVAC & Plumbing.
- .7 Sprinkler (if required).

**1.13.7 Barrier Free Washroom:**

- .1 To be fully demised and must meet all requirements of the National Building Code for barrier free access and use.
- .2 Gypsum board ceiling at min. 8'-0".
- .3 All finish surfaces painted where not prefinished.
- .4 VCT flooring and rubber baseboard.
- .5 Millwork above toilet.
- .6 Allow for stainless steel standard washroom accessories including, but not limited to grab bars, mirrors, paper towel dispensers, toilet tissue dispensers, napkin disposal bins, robe hooks, waste bins & soap dispensers).
- .7 General Lighting.
- .8 HVAC & Plumbing.
- .9 Sprinkler (if required).

**1.13.8 LAN Room:**

- .1 Provide a fully demised space to meet requirements of ITSS standards (as per Government of Prince Edward Island Structured Cabling Standards - see Appendix 'E').
- .2 All surfaces to be finished painted where not prefinished.

- .3 Floor to be VCT w/ 4" rubber base.
- .4 Ventilate and provide AC to room to maintain a temperature of 75deg C at all times.
- .5 General lighting.
- .6 Sprinkler (if required).

**1.13.9 Retail Office:**

- .1 Fully demised space with fully glazed walls facing into retail space and caged space.
- .2 All surfaces to be finish painted unless prefinished.
- .3 VCT floor finish w/ 4" rubber base.
- .4 Deck and wall millwork to suit 1 workstation.
- .5 Acoustical tile ceiling at min. 9'-0".
- .6 Provide phone/data jacks throughout & intercom connection with cash stations and warehouse.
- .7 Solid wood entry door complete with 180 degree peep hole and Mechanical keypad lock
- .8 Rolling shades to both interior and any exterior windows.

**1.13.10 Tenant Supplied Equipment**

- .1 Design of interior fit-up i.e. Retail millwork, bulkheads, feature lighting, cooler fixtures and special finishes to be supplied by tenant.
- .2 The Proponent shall coordinate delivery, storage and installation of all Tenant provided equipment and fixtures.
- .3 Shelving to Retail space and Warehouse to be provided by Tenant.
- .4 Loose furnishings, such as tables and chairs to be provided by Tenant.
- .5 Information technology (computers, point of sale, etc.) shall be provided by the Tenant.
- .6 Cameras and security sensors to be supplied by Tenant

**1.14 Buildings Specifications**

**1.14.1 Existing Facility Base Building**

- .1 Any existing facility "Base Building" improvements which are required must be completed to the following Specifications starting with Division 02 through to and including Section 11; as may be applicable.

**1.14.2 Design Build Building**

- .1 Any Design Build "Base Building" must be completed to all of the following Specifications starting with Division 02 through to and including Section 11.

**Division 02 – SITE DEVELOPMENT**

**2.1 Excavation and Backfill (as required)**

- .1 Any excavations for load bearing elements, footings and foundations, to rest on soil or rock which has been inspected and approved by a licensed geotechnical engineer and all documents and reports are to bear the stamp of the investigating engineer.
- .2 Backfill to load bearing areas with structural fill, designed and approved for use by a qualified engineer.

- .3 Backfill to other excavations and service trenches to be with Type 1 granular materials, compacted to 100% proctor.

## **2.2 Parking**

- .1 Provide asphalt paved vehicular parking area for no less than six (6) spaces to be designated, by the use of signage, for customers of 102173 P.E.I. Inc. with a 15 min limit. In addition, provide general parking for staff, and general parking for customers. Work to include all painted parking lines, cross walks, curbs and islands. The quantity of parking spaces must meet or exceed federal, provincial and municipal requirements. A minimum of twenty (20) standard parking spaces and a minimum of two (2) barrier free spots to be provided.

## **2.3 Landscaping**

- .1 Provide landscaped areas, requiring low maintenance and minimal watering.

## **Division 03 - CONCRETE (as required)**

### **3.1 Concrete Standards**

- .1 All concrete materials and construction to be in accordance with CSA-A23.1. All concrete foundations to be designed by a licensed engineer with a minimum of seven (7) years' experience in structural design practice. All design drawings to bear the stamp of the design engineer.

### **3.2 Concrete Slabs**

- .1 Concrete slabs on grade to be minimum of 5" thick and designed for live load of three hundred fifty (350) psf live loading. Concrete slabs to have crack control joints at 8'-0" on centre and expansion joints where warranted to protect against building movement by contraction and other forces.
- .2 Concrete mix complete with hardener and densifier.
- .3 Slabs in Warehouse to be "super-flat", F-100 finish. .

## **Division 04 – MASONRY**

### **4.1 Not Used**

## **Division 05 – METALS**

### **5.1 Structural Steel (as required)**

- .1 All structural steel elements to be designed by a structural engineer with a minimum of seven (7) years of experience in structural design practice. All design drawings to bear the stamp of the design engineer registered to practice in Prince Edward Island. .
- .2 Roof structure over Retail Area to provide for minimum absolute clear area of 17'-6" above finish floor.

### **5.2 Miscellaneous Metals**

- .1 Provide a minimum of three (3) 6" diameter steel pipe bollards at the front of the store to protect entrance from vehicular intrusion and offer safety zone for customers; filled with concrete and covered with PVC sleeves color to be black. Provide 2-8" diameter pipe bollards, one on either side of the Receiving door.



- .2 Provide two (2) 8" diameter galvanized steel pipe bollards to protect receiving door. Bollards to be 48" high and extend into the ground a min. of 48" and surrounded with a concrete filled sono-tube foundation.
- .3 Allow for installation of four (4) flexible HPDE bollards within the warehouse space. Final locations to be confirmed by tenant.
  - .1 Standard of Acceptance: Flexcore 4 HPDE bollards as manufactured by McCue Corporation
- .4 Provide galvanized steel stairs, treads, stringers and rails from grade to floor level at the loading area as required. There shall be a landing outside the door to allow for the door swinging out and sufficient landing in accordance with National Building Code of Canada.

### **5.3 Corner Guards**

- .1 Provide 48" high, 16 gauge Type 304 brushed stainless steel corner guards at all outside gypsum board corners, including all four (4) sides of each exposed column, in the Retail space.

### **5.4 Impact Door Frame / Support**

- .1 Provide C150 x 16 steel channel complete with angle framing support from the floor to the roof steel above; channel to have slotted connection for deflection; primed finish for paint under Sec 09. Door frame to be wrapped in 16 gauge type 304 brushed stainless steel. Steel channel to be concealed within stud wall assembly.

## **Division 06 – WOOD AND PLASTICS**

### **6.1 Rough Carpentry**

- .1 The Contractor is to provide all plywood necessary as backup to be built in millwork, shelving, equipment, panels and other fittings provided by the contractor and the Tenant. Coordinate with the General Contractor for location, extent, fastening and height.
- .2 Provide plywood finish to 8'-0" around perimeter of LAN Room and Electrical Room for mounting of equipment. All panels to be finished with intumescent paint.

### **6.2 General**

- .1 Composite wood products (plywood, mdf, particleboard, etc.) are to have no added urea-formaldehyde. Include product data indicating that all composite wood products do not contain added urea-formaldehyde and that laminating adhesives do not contain formaldehyde.

### **6.3 Millwork**

- .1 Standard millwork to be provided to the following rooms as follows:
  - .1 Staff Room:
    - .1 European style kitchen cabinetry minimum 8'-0" in length with base and upper cabinetry.
    - .2 Cabinet construction to be melamine with thermofoil full overlay flat panel doors and solid surface countertops. Provide all hardware for a full complete assembly.
    - .3 Provide microwave shelf and space for full sized refrigerator (not to be included in 8'-0" length).
  - .2 Washrooms:



- .1 Provide one (1) 9" deep upper cabinet above the toilet for storage of toiletries.
- .3 Retail Office:
  - .1 Provide for a continuous work surface that allows visibility into the retail space. Allow for seating space for three (3) people. Each station to have a bank of drawers. Allow for upper cabinetry where possible for general storage.
  - .2 Cabinet construction to be melamine with thermofoil full overlay flat panel doors and plastic laminate countertops. Provide all hardware for a full complete assembly.

## **Division 07 – THERMAL AND MOISTURE PROTECTION (as required)**

### **7.1 Walls**

- .1 All exterior walls shall equal or exceed R20 in thermal protection.
- .2 All demising walls separating the leased premise from adjacent premises shall be insulated, extend from the floor to the underside of the roof deck and shall be fire rated to meet the National Building Code, but have no less than 1 hour rating.

### **7.2 Roof**

- .1 All roof surfaces shall exceed performance requirements of the National Building Code of Canada.
- .2 Insulation values must meet or exceed R40.
- .3 All roof assemblies, if existing, shall be inspected by a certified roofing inspector, for which a roof audit report is to be generated. Roof shall be designed (if new) and have capacity (if existing) to meet equivalency of Factory Mutual I90 for uplift.
- .4 All new roof assemblies shall provide an extended two (2) year warranty from the contractor which shall cover all materials and labour.
- .5 All new roof assemblies shall provide a two year CRCA warranty.
- .6 All new roof assemblies shall provide a minimum of fifteen (15) year manufacturer's warranty for the materials provided.
- .7 Where possible, it is preferable that all new roof assemblies shall be "system warrantied" by the roofing membrane manufacturer for a period of fifteen (15) years.
- .8 Where Expanded Polystyrene Insulation (EPS) is used, it shall be Type II.

### **7.3 Insulation**

- .1 Acoustic batt and blanket mineral fibre: to CSA A101, 90 mm thickness unless otherwise noted; to be Dow Corning "Quiet Zone" fibreglass batts or Roxul A.F.B.
- .2 Rigid Insulation Expanded Polystyrene (EPS) to CAN/ULC-S701
  - .1 Foundation and underslab insulation – Type II RSI 1.75/R10 mm.
  - .2 For roof insulation Type I insulation.
  - .3 Semi-rigid fibreglass insulation.
    - .1 Glass Fibre semi-rigid AF-110, Mineral Fibre, Ottawa Fibre or approved equal.
- .3 Insulation to comply with NEC 2015.

### **7.4 Firestopping**

- .1 Provide fire stopping to all penetrations and perimeters of fire rated assemblies, roof, floor and walls, where identified in the design. Fire stopping to be as approved by CanUL using approved materials and assemblies and coatings.

### **7.5 Air Barrier / Vapor Barrier**

- .1 Wall and roof assemblies to incorporate both an air barrier and vapour barrier in compliance with N.B.C.C 2010.

### **7.6 Pre-Finished Pre-Formed Metal Siding**

- .1 Exterior cladding to conform to NBCC 2010 standards.
- .2 Provide a weather tight enclosure.
- .3 Acceptable materials are metal siding; client approved wood siding, composite metal panels and masonry.
- .4 Finish: Pre-painted to 102173 P.E.I. Inc. requirements.

### **7.7 Composite Panel / Aluminum Sheet System**

- .1 For application to the exterior front façade of the building, in panel size, configuration and colour to be in compliance with 102173 P.E.I. Inc. design standards, to be:
  - .1 Composite panels as manufactured by:
    - .1 Reynobond.
    - .2 Alucobond.
    - .3 Alpolic.

### **7.8 Joint Sealants**

- .1 Provide to manufacturers requirements caulking at all the following locations:
  - .1 interface of dissimilar materials.
  - .2 control joints of any one product or material.
  - .3 movement expansion joint.
- .2 Caulking shall not be used as a primary weather-barrier on the envelope of the building, but shall act only as joint filler, to allow for contraction and expansion of materials or joining of dissimilar materials.
- .3 Acceptable products are:
  - .1 Tremco.
  - .2 Dow Corning.
  - .3 GE Silicones.
  - .4 Sika Canada Inc.

## **Division 08 – WINDOWS AND DOORS**

### **8.1 Interior Doors**

- .1 Interior man doors to be solid core wood doors with hard board faces. Standard of Acceptance Baillargeon.

### **8.2 Exterior Doors**

- .1 Exterior single leaf metal doors to be hot dipped galvanized steel sheet: to ASTM A 526M coating designation to ASTM A 525M, ZF75, minimum base steel thickness in accordance with CSDFMA Table 1 - Thickness for Component Parts. Exterior Doors to be insulated.
- .2 Reinforcement channel: to CAN/CSA-G40.21, Type 44W, coating designation to .3
- .3 Composites: balance of core materials used in conjunction with lead: in accordance with manufacturer's proprietary design.
- .4 Exterior door at receiving shall conform to 102173 P.E.I. Inc. standards. Cavity of door frame to be filled with concrete grout. Door to have peep hole, deadbolt, panic egress hardware, stay open hardware and emergency exit light.

### **8.3 Frames**

- .1 Exterior door frames to be galvanized 18 ga and thermally broken pressed steel frames, welded construction; size to suit required door, prepared in advance for hardware by Sec 08710 and painting by Section 09900.
- .2 Interior door frames to be galvanized 20 ga pressed steel frame for painting by Section 09900.

#### 8.4 Finish Hardware

- .1 Materials:
  - .1 Only door locksets and latch sets listed on CGSB Qualified Products List are acceptable for use on this project. .
  - .2 Use one manufacturer's products only for all similar product groups. .
  - .3 Furnish warranty for all hardware items for a period of one (1) year from date of acceptance of the installation. Twenty-five (25) year warranty for closers and two (2) year warranty on handicap operators and accessories. Warranty to cover manufacturing defects, failure of finish, moving parts, electronic components except for failure caused by abuse or lack of proper maintenance.
  - .4 Manufacturers: Certain manufacturers' numbers are used in the schedule however it is not the intent that these items are specified exclusively.
    - .1 Standard of Acceptance references were taken from the following manufacturers list of products. Hardware by other manufacturers will be considered upon written request prior to bid close provided they meet or exceed the performance, quality, function, application, intent, design and finish of the referenced product. Substituted product, if found to be unacceptable, will be replaced by the hardware supplier with the specified product at no expense to the Owner.

##### MANUFACTURERS LISTED:

Hinges	McKinney
Locksets/Latch sets	Sargent, Schlage
Keying	Sargent, Schlage
Exit Devices	Sargent, Von Duprin
Door Closers	Sargent
Overhead Stops/holders	Sargent
Power Supplies	Dorma/RCI, Securiton
Door Operators	Besam, Horton
Floor Stops	Standard Metal
Kickplates	Standard Metal
Push/ Pulls	Standard Metal
Thresholds/Weather-strip	KN Crowder
Flushbolts	Standard Metal

#### 8.5 Glazing

- .1 Materials:
  - .1 Float glass: to CAN/CGSB-12.3 Glazing quality, 6 mm thick or as detailed.
  - .2 Sheet glass: to CAN/CGSB-12.2, AA-Special selected, 6 mm thick or as detailed.

- .3 Safety glass: to CAN/CGSB-12.1, transparent or coloured, as detailed, 5 mm thick or as detailed.
  - .1 Type 2 tempered.
  - .2 Class B - float.
  - .3 Category II.
- .4 Insulating Glass to CAN 2-12.8-M76+Amdt-June 79, with outer pane of 6 mm clear safety glass and inner pane of 6 mm clear glass with 25 mm total thickness, argon filled, low E, non-metallic spacers. Standard of Acceptance for glazing is PPG Solarban 60 Clear, with ½" air space, 90% argon/10% air. Outdoor glass to be ¼" Graylite and interior glass to be ¼" with Solarban 60 on the 3rd surface. Samples to be submitted.
- .5 Spandrel glass standard of acceptance for glazing is PPG Solarban 60 solargray with a warm grey ceramic frit. Colour to match insulating units. Samples to be submitted.
- .6 Wired glass: to CAN/CGSB-12.11, 6 mm thick.
- .2 Accessories:
  - .1 Setting blocks: Neoprene, 80 - 90 Shore A durometer hardness to ASTM D2240, to suit glazing method, glass light weight and area. .
  - .2 Spacer shims: Neoprene, 40 - 50 Shore A durometer hardness to ASTM D2240, 75 mm long x one half height of glazing stop x thickness to suit application. Self adhesive on one face. .
  - .3 Glazing tape: Performed butyl compound with integral resilient tube spacing device, 10 - 15 Shore A durometer hardness to ASTM D2240; coiled on release paper; black colour. .
  - .4 Glazing splines: resilient polyvinyl chloride, extruded shape to suit glazing channel retaining slot, black colour. .
  - .5 Lock-strip gaskets: to ASTM C542.

## 8.6 Curtain Wall System

- .1 Materials:
  - .1 Extruded aluminum: ASTM B221M.
  - .2 Sheet aluminum: ASTM B209M.
  - .3 Sheet steel: CAN/CSA-S136M ASTM A446/A446M; galvanized.
  - .4 Fasteners: stainless steel.
  - .5 Bituminous paint: CAN/CGSB 1.108, Type 1, without thinner.
  - .6 Vertical glass units: Insulating glass units: as per Section 08800.
  - .7 Sealant:
    - .1 Perimeter sealant: Type 4.
    - .2 Sealant used within system (not used for Glazing): Type 4.
- .2 Components:
  - .1 Mullion profile: 2 ½"x 6" (63.5 x 152.4) mm nominal dimension for vertical members, 2 ½"x 6" (63.5 x 152.4) mm nominal dimension for horizontal members; thermally broken with interior tubular section insulated from exterior pressure plate; matching stops and pressure plate of sufficient size and strength to provide adequate bite on glass and infill panels; drainage holes, deflector plates and internal flashings to accommodate internal weep drainage system; internal mullion baffles to eliminate "stack effect" air movement within internal spaces.

- .2 Spandrel panel: internally reinforced, glazing edge sealed, outside air barrier line.
  - .1 Outer face: Single pane of glass as per 08800-2.1.5.
  - .2 Insulation: Semi-rigid fiberglass as per 07213 – R15.
  - .3 Inner face: 18 ga galvanized steel.
- .3 Flashings: 3 mm thick aluminum, thermosetting fluoropolymer coating finish to match curtain wall mullion sections where exposed, secured with concealed fastening method. .
- .3 Curtain wall system to be installed at front of store where glazing required.

### **8.7 Automatic Entrance Doors**

- .1 Automatic entrance doors for entry from outside into vestibule and from exit vestibule-to-outside. Entrance to be comprised of aluminum single leaf, automatic doors and frame, glass and glazing, door hardware, operator equipment, control system, perimeter sealant.
- .2 System Description:
  - .1 Electro-mechanically automatic door equipment operated with barrier free devices.
  - .2 Type of door operations: fully automatic.
- .3 Design Requirements:
  - .1 Design automatic entrance doors indicated as emergency exits, as required means of egress from the room, and to comply with NBC 2010.
  - .2 Design automatic entrances to comply with applicable requirements of CAN/CGSB-69.26.
- .4 Performance Requirements:
  - .1 Automatic door equipment to accommodate high-frequency pedestrian traffic, and weight of doors.
  - .2 Automatic Locks and Panic Hardware to Non-Fire Rated Exit Doors: ULC listed and labelled.
  - .3 Provide manual operation for opening and closing of doors during electrical power failure and when power is manually switched off.
  - .4 Thermally-broken door units and framing shall remain free of condensation on interior (warm side) surface of sealed insulated glass and frame when the indoor design temperature is 20 degrees C, the inside design relative humidity is 35 percent, the outside winter design temperature for the location is -23 degrees C and the resultant minimum Temperature Index is 63 percent, and when calculated and tested in accordance with CAN/CSA- A440 and CAN/CSA-A440.1.
- .5 Acceptable Manufacturers:
  - .1 Stanley 2000 Series Dura Glide Doors.
  - .2 Besam Inc. SL500 Overhead Concealed.
  - .3 Gyro Tech GT System 1100 Thermo-Guard Whisper Slide.
- .6 All public entry doors to be automatic bi-parting heavy duty, glazed with locking cores (provided by 102173 P.E.I. Inc.); minimum door width of 6'-0" clear opening.

### **8.8 Windows / Glazing:**

- .1 Provide metal framed windows fixed non opening. All windows to be safety laminated tempered glass with u/v protection.

- .2 Final determination of locations and configurations of windows to be determined by Tenant.
- .3 Glazing to be as per ASHRAE 90.1 2007.
- .4 All exterior windows to have clear security laminate applied to interior surface.
- .5 Interior glazing to Retail Office to be clear and unbroken, ½" tempered structural silicone glazing with continuous view of Retail and Check out area.
- .6 Glass to carry from top of work space to 7'-0" AFF with butt joints to 3/8" thick tempered safety glass.
- .7 Vestibule glazing to be constructed of aluminum entrance system similar to exterior front wall framing, complete with single pane safety glass in compliance with the NBCC Code 2010.

## **Division 09 – FINISHES**

### **9.1 Gypsum Board Systems**

- .1 Framing to be steel or wood studs sized appropriately for the exposure, wind load and imposed load from finishes.
- .2 Interior surface of exterior walls to be 5/8" thick gypsum board, taped, filled, sanded, primed and one coat of paint. Finish paint by 102173 P.E.I. Inc..

### **9.2 Painting**

- .1 Provide one coat primer and two coats finish paint to all interior surfaces of exterior walls.
- .2 Colors to be approved by 102173 P.E.I. Inc..
- .3 Finish paint to be satin finish.

### **9.3 Walls**

- .1 All walls to be full height and filled with sound attenuating materials, Roxul or similar material.
- .2 All full height walls (ie. floor to u/s of roof deck) to be 6" 18ga steel studs at max. 16" on centre with 5/8" gypsum board to all sides and filled with sound batt insulation. Lower walls may be 3-5/8" steel stud w/ 5/8" gypsum board both sides and filled with sound batt insulation. All surfaces to be taped, filled, sanded and finish painted.
- .3 Cooler to be comprised of insulated and metal faced pre-manufactured panels as manufactured by Norbec, including insulated ceiling panels.
- .4 Walls in Warehouse, in addition to the gypsum board, to be covered with ½" thick Douglas fir (G1S) plywood to a height of 12'-0" above finish floor. Plywood to be finished with fire retardant intumescent or similar paint.

### **9.4 Ceilings**

- .1 Ceilings to be as follows
  - .1 Acceptable manufacturer: Armstrong and CGC.
  - .2 Tile to be Dune Item #1776.

### **9.5 Floors**

- .1 Ceramic Floor Tile:
  - .1 Tile Products are:
    - .1 Caesar, Wide Collection.
    - .2 Colour to be selected from standard colour offering.
  - .2 Mortar & Adhesives
    - .1 Floor tile: thin set bond coat of polymer modified Portland this set latex bond.



- .2 Acceptable Products:
  - .1 TEC Full Flex.
  - .2 Mapei Ker 121.
  - .3 Keisel Chembond, Supreme Flex.
- .3 Colors from standard color offering.
- .3 Grout:
  - .1 Polymer modified cement grout to TTMAC recommendations, complete with color additive to Tenants selection.
  - .2 MAPEI or acceptable equal.
- .4 Accessories:
  - .1 Provide edge strips and corner in Schluter edging; to be as selected by Tenant.
  - .2 Provide floor sealer and protective coating to tile and grout.
  - .3 Rubber base: 4" Rubber base as manufactured by Johnsonite or similar.
- .2 VCT Products:
  - .1 Mannington Spacia First Collection.
  - .2 Colour to be determined.

#### 9.6 Painting

- .1 Provide one coat primer and two coats finish paint to all interior surfaces of exterior walls.
- .2 Colors to be approved by Tenant.
- .3 Finish paint to be egg shell.

### Division 10 - MECHANICAL SYSTEMS

#### 10.1 Water Efficiency

- .1 Template calculations. Plumbing fixtures shall meet or exceed the performance of the following:
  - .1 Toilets: dual flush or 4.8 lpf for single flush.
  - .2 Urinal: waterless or 0.5 lpf for single flush.
  - .3 Washroom lavatories: 1.9 lpm.
  - .4 Lunch room sink: 5.7 lpm.
- .2 Provide a minimum of two (2) freeze proof hose bibs to the exterior of the building, contained within lockable brass fittings. Locations to be determined by the Tenant.

#### 10.2 Fire Protections System

- .1 If required by the National building Code of Canada, provide a complete and operational fire protection sprinkler system in compliance with NFPA 13 and prevailing codes and regulations and to the approval of the Fire Marshal of the Province of Prince Edward Island, responsible for sprinkler systems.
- .2 Provide sprinkler protection to all areas of the premise, including the area above and within the cooler if required.

#### 10.3 HVAC

- .1 A roof mounted heating, ventilation and air conditioning (HVAC) unit must be installed to adequately service the premises, including offices, all back-of-house and service rooms, Retail space, Warehouse and Vestibule in accordance with Ashrae standards, to reduce energy, provide thermal comfort, maintain indoor air quality and maximize control of the interior environment.

- .2 All mechanical equipment to have DDC control systems and be tied to building automation system (BAS) for use of the tenant.

#### **10.4 Plumbing**

- .1 Provide appropriate plumbing rough-ins for all designated facilities as agreed with 102173 P.E.I. Inc.
- .2 Floor drains are required in warehouse and washroom device pit.
- .3 Provide rough in services for floor mounted janitor sink in warehouse area.
- .4 Provide an elevated domestic hot water heating tank.

### **Division 11 - ELECTRICAL SYSTEMS**

#### **11.1 Electrical Service**

- .1 Provide a separate electrical service and metering, a minimum of 200 amp/ 208 volt 3 phase service is required. Power to be supplied to a service rated panel board complete with main breaker and a minimum of 54 circuits.

#### **11.2 Exterior Lighting**

- .1 Provide exterior lighting for security purposes at the receiving man door, along the length of the entire front façade and any open sides where access to the building may be possible. All exterior lighting to be controlled by means of daylight sensor system.
- .2 Provide power for all exterior signage for the store, controlled by a daylight sensor system.
- .3 Provide two (2) exterior electrical duplex outlets, to be weather proof, with cover and switched from interior. Locations to be determined by the Tenant.
- .4 All lighting to be to I.E.S. standards for illumination.

#### **11.3 General**

- .1 Provide ¾" electrical conduit beneath the floor to feed check-outs and in- store media displays. Locations to be confirmed with Tenant.
- .2 Provide the following electrical conduit from the Office to each of the check-outs.
  - .1 1" rigid PVC (IG power)
  - .2 1" rigid PVC (power & lighting)
  - .3 1" rigid PVC (security)
  - .4 1" rigid PVC (intercom)
  - .5 2 ½" rigid PVC (communications)

#### **11.4 Lighting**

- .1 Lighting in the Retail area to be 75 foot candles vertical. Lighting in Warehouse and non-retail spaces to be 75 foot candles horizontal.
- .2 Lighting in Retail Space to activate to "ON" position upon activation of intrusion security system.
- .3 Provide three (3) outlets above the ceilings; locations to be determined by the Tenant.
- .4 Provide complete emergency lighting system.
- .5 Provide complete EXIT designation package for required exits.
- .6 Provide two (2) 120V/1 Ph receptacles in receiving area for charging of owner supplied materials lifts.
- .7 Provide one (1) 30A Nema receptacle; in the LAN Room or to be determined by Tenant.
- .8 Provide rough in for owner supplied security system, including transformers; locations to be determined by Tenant.
- .9 Provide power / receptacles for valence lighting.



- .10 Provide switch in Retail Office to control lights above Check outs.
- .11 Provide switch in Vestibule to control exterior signage system.
- .12 Provide outlet integral with curtainwall system to control neon open signage. Open signage to be provided by contractor.
- .13 Lighting Schedule.
  - .1 Retail General Lighting: To be determined.
  - .2 Cooler General Lighting – Standard LED supplied with cooler box, 4100K colour.
  - .3 Warehouse General Lighting – 4' Long Industrial Fluorescent Highbay.
    - .1 Standard of Acceptance: Metalux # I8-332-G-WG- (Voltage as required)- EB81, 3000k.
  - .4 Office/Staffroom Lighting – 2'x4' Direct/Indirect LED Troffer - 3000 colour.
  - .5 Washroom Lighting – LEDpotlights – 3000K colour.
  - .6 Service Space Lighting – 1'x4' Fluorescent Fixture c/w A19 lens – 3000k colour
- .14 Provide daylight sensors to control all lighting within 15'-0" of any exterior window system.

#### 11.5 Power

- .1 Provide power outlets around all spaces for basic housekeeping requirements and in conformance with Canadian Electric Code.
- .2 Provide power to all systems to be installed as part of the Base Building and Fit Up work, including those to be provided by the Tenant, including, but not limited to:
  - .1 Fire alarm system.
  - .2 Security system/monitoring system.
  - .3 Light control system.
  - .4 Heating system.
  - .5 HVAC system.
  - .6 Time clock.
  - .7 Emergency lighting.
  - .8 Check out, point of sale, etc

#### 11.6 Heating

- .1 Provide electric supplemental heating, by means of baseboard heating elements, including wall mounted thermostats in the following areas:
  - .1 Retail Office.
  - .2 Staff Lunch Room.
  - .3 Washrooms.
  - .4 Vestibule.

---

## APPENDIX 'A' – AGREEMENT FORM; WEST PRINCE – Tender #4988

**SUBMITTED BY:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FOR:** Rental of Retail Space West Prince PEI for 102173 P.E.I. Inc.

**SUBMITTED TO:** 102173 P.E.I. Inc., 3 Garfield Street, Charlottetown, PE  
Attention Mr. David L. Stewart, Director of Purchasing and Distribution

### ANNUAL LUMP SUM RENTAL RATE

Having examined the contents of the RFP dated February 2018, covering the Provision of Leased Retail Space for the 102173 P.E.I. Inc., we hereby offer to provide the necessary space and services for the following Annual Rental Rate inclusive of common area costs. Please show the rate for the base building and the rate for common area costs as separate amounts.

**Yearly Base Building:** \_\_\_\_\_ Dollars

**Yearly Common Area Costs:** \_\_\_\_\_ Dollars

**Total Yearly Rental:** \_\_\_\_\_ Dollars

**Location:** \_\_\_\_\_

**Availability:** \_\_\_\_\_

Costs noted above should **NOT** include HST

### ADDITIONAL INCENTIVES

We hereby offer the following additional incentives for the selection of our proposed Lease Space: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In submitting this proposal, we recognize the right of 102173 P.E.I. Inc. to accept any proposal or to reject all proposals.

In submitting this proposal, we agree to enter into a 10-year contract to provide the required rental space, as outlined in this Request for Proposals, should our proposal be accepted by the 102173 P.E.I. Inc. This contract will take the form of a standard lease agreement similar to Appendix 'F'.

The enclosed drawings indicate the floor plan, site plan and exterior elevations of the proposed facility. Our proposal is based on providing the accommodation in a building located at the following address:

\_\_\_\_\_

\_\_\_\_\_

Our base building space will be ready for occupancy no later than \_\_\_\_\_.

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_ Initial: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_ Initial: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_ Initial: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Issued: \_\_\_\_\_ Initial: \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**SEAL**

## **APPENDIX B – PROPOSAL ACKNOWLEDGEMENT & REGISTRATION FORM WEST PRINCE – Tender #4988**

### **PROPOSAL ACKNOWLEDGMENT AND REGISTRATION FORM FOR PROPOSED BASE BUILDING FOR RETAIL STORE BY 102173 P.E.I. INC., PRINCE EDWARD ISLAND February, 2018**

All bidders must register their company, including contact information, c/o David L. Stewart, Director of Purchasing & Distribution, PEI Liquor Control Commission, 3 Garfield Street, Charlottetown, PE, Tel. 902-368-5721, Fax 902-368-5735, Email: [dstewart@liquorpei.com](mailto:dstewart@liquorpei.com)

Additional information may be sent out if requested via addendums.

The undersigned hereby acknowledges that he/she, as an officer of the stated corporation where applicable, has read and understands the specifications, requirements, and proposed agreement regarding the proposed Base Building for Retail Stores by P.E.I. 102173 P.E.I. Inc., Prince Edward Island.

Additionally, the respondent agrees that all its proposal documents and responses to the aforementioned RFP will, at the option of 102173 P.E.I. Inc, become a legally-binding and essential portion of the final contract between the successful respondent and 102173 P.E.I. Inc.

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

Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

#### **R.F.P. Contact Name (if different from above):**

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

Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

\*Note - E-mail will be the preferred mode of communication for additional information to be exchanged with respondents.

## APPENDIX C – SUBMISSION FORM; WEST PRINCE – Tender #4988

### C.1 Proponent Information

Please fill out the following form, naming one person to be the Proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number (if any):	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax (if any):	
Proponent Contact Email:	
HST / GST Registration Number (Leave blank if NOT applicable):	

### C.2 Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix 'A').

### C.3 Mandatory Forms

The Proponent encloses as part of the proposal the mandatory forms set out below:

[Add to or delete from the sample list of mandatory forms noted below.](#)

FORM	INITIAL TO ACKNOWLEDGE
<a href="#">Pricing Form (Appendix 'A')</a>	
<a href="#">Submission Form (Appendix 'C')</a>	

### C.4 Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in the **Pricing Form (Appendix 'A')**. The Proponent confirms that it has factored all of the provisions of Appendix 'F', including insurance and indemnity requirements, into its pricing assumptions and calculations.

### C.5 Addenda

The Proponent is deemed to have read and taken into account all addenda issued by the Province.

### C.6 No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFP.

### C.7 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Province in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; **AND** were employees of the Province within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:


**C.8 Proposal Irrevocable**

The Proponent agrees that its proposal shall be irrevocable for a period of **Ninety (90)** days following the Submission Deadline.

**C.9 Disclosure of Information**

The Proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Province to the advisers retained by the Province to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

**C.10 Execution of Agreement**

The Proponent agrees that in the event its proposal is selected by the Province, it will finalize and execute the Agreement in the form set out in **Appendix 'F'** to this RFP in accordance with the terms of this RFP.

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

\_\_\_\_\_  
Signature of Proponent Representative

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

\_\_\_\_\_  
Name of Proponent Representative

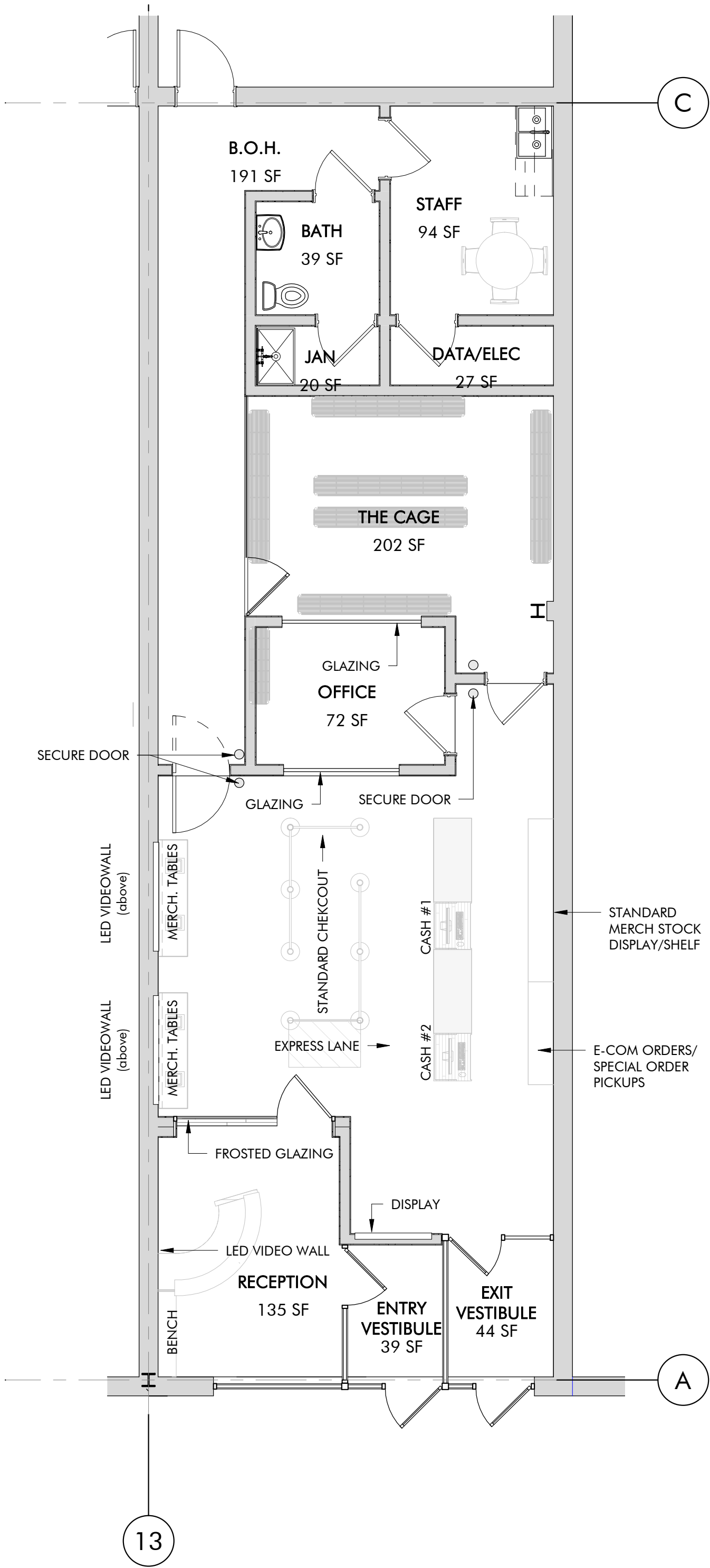
\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the Proponent.



## **APPENDIX D – Space Summary Drawings**



## APPENDIX E – Cabling Standards

### Government of Prince Edward Island Structured Cabling Standards January 26, 2010

Emerging technologies dictate that it is no longer allowable to simply integrate various manufacturers' components into a building's structured cabling. In order to guarantee network performance, a single manufacturer's "system" of matched components is required. Our standard is Belden IBDN System 4800, GigaFlex Category 6.

It is also paramount that all new or renovated construction utilizes the latest available technology, eliminating the need and costly process of network infrastructure replacement, in the future.

The following standards apply to all network cabling installations:

1. All installers shall be familiar with and follow these industry standard documents:

ANSI/TIA/EIA-569-A (CSA T530)  
ANSI/TIA/EIA-607(CSA T527)  
ANSI/TIA/EIA-568-B.1, B.2, B.2-1 & B.3  
ANSI/TIA/EIA-606A  
ANSI/TIA/EIA-862  
TSB-155, IEEE 802.3an

2. The entire system shall meet or exceed the current day Category 6 standard specifications, which includes four-pair, 23 gauge, copper cabling performance of 300 MHz. Only matched components from one manufacture`s system shall be used to provide an end -to-end solution. Provide complete system consisting of outlet boxes, cover plates, patch panels, patch cords, and cable, etc. The contractor shall verify that all system parts received meet specification, prior to installation.
3. 4-port angled face plates shall be for MDVO style jacks, with 3 ports used in each instance (2 data, 1 telephone). The upper ports are to be used for data terminations and the lower for voice, unless otherwise stated. The MDVO jacks in angled face plates are to be installed as designed by the manufacturer, which in this case has the printing inverted. This allows the release tab on the data cable to be facing upwards, making it easier to remove from the jack.
4. Each horizontal cable, data outlet, and patch panel port shall bear the same identifying number. The numbering scheme for the building data outlets shall be assigned in a logical, sequential manner. Numbering on the plates shall be viewable from both in front and above. A contractor must assign these jack numbers on the floor plans, prior to pulling in any cable.

5. Patch panels shall be Belden Category 6 Flex, for GigaFlex MDVO style jacks, for mounting in 19 inch floor mounted rack. Panels to be a matched components of the cabling system being installed; 24-port one rack unit high; 48-port two rack units high. Allow for 25% spares.
6. Patch cords shall be Category 6 Belden GigaFlex. Two patch cords required for each data line. Cable jacket and boots to match system color code:
  - "Green" jacket and boots for Belden/CDT GigaFlex System
  - "Blue or Grey" jacket and boots for Standard Cat5 UTP cable
  - a) Standard patch cord lengths are not to exceed 10 feet. Cords of up to 25' may be used temporarily if it can be shown that the total electrical length of the connection to the switch remains under 100 feet, until such time as additional runs can be installed.
7. Contractor to supply patch cords at both the main data rack and in the individual rooms. Number of patch cords required shall be determined by the number of data outlets shown on the Drawings. Patch cord length required in these amounts:
  - 4 feet, 70% of total count.
  - 7 feet, 25% of total count
  - 10 feet, 5% of total count.
8. The installer shall be responsible for providing to IT Shared Services:
  - A map of the data outlet numbering and cable pathways on a copy of the building floor plan(s)
  - Test results for each channel with a Level IV meter, using the standard specifications for Category 6.
9. All cable terminations shall be installed and tested to the T-568A wiring standard.
10. The contractor shall guarantee that all aspects of their installation shall be free from defects, and shall warranty workmanship and materials for a period of one (1) year from the date of inspection and acceptance by the representative of Provincial Treasury, IT Shared Services. The contractor shall assume all costs associated with repair or replacement; any form of cable trauma will be considered a defect and shall require replacement.
11. Category 6 data cabling shall meet or exceed specifications for Category 6, be 4 pair, 23 AWG, with FT4 rated insulation. Accepted systems are color-coded to uniquely identify the individual system horizontal cabling. For cabling:
  - Green            Belden/CDT (Nordx) System (4812LX)
  - Blue             Standard Cat5 UTP cable
  - White            All telephone copper cableCabling for telephone shall be of Category 6 type (Belden 2412)
12. All Cat. 6 T-568A MDVO's shall bear the following colors for ease of identification, in the event of their usage:
  - Green            Belden/CDT (Nordx) Cat6 GigaFlex Data jacks
  - Blue             Regular Cat5 data jacks
  - White            Voice cable termination jacks GigaFlex
  - Black            Fax cable termination jacks GigaFlex

13. Patch panels shall only be mounted in IT Shared Services approved equipment racking device(s). This shall be in accordance with the attached Rack or Cabinet Package Documents. No substitutions.
14. Attachment of panels and devices to specified racks and cabinets shall use only 10-32 Robertson rack mounting screws; accepted - Middle Atlantic part # HS.
15. The Installer shall leave a minimum of 12" of excess UTP cable on the data outlet termination to facilitate future re-termination. The excess cable is to be stored in a sweeping "S" pattern; coils are not permitted.
16. The Installer shall leave a minimum of 3 meters of excess UTP cable on the patch panel end to facilitate future repositioning of panels on the rack unit. The excess cable is to be stored in a sweeping "S" pattern; coils are not permitted.
17. Where applicable, the rear outside of vertical cable management troughs shall be used to control cables attaching to the racking unit. This shall be in accordance with a document supplied to the installer, detailing the type and configuration of such device.
18. Where physical security is of concern, all network cables shall be enclosed in continuous conduit from the workstation outlet to the secure telecommunications room. The conduit shall be of sufficient size to meet the maximum forty (40) percent fill ratio and turn radius specifications.
19. Horizontal cabling shall be installed to the manufacturer's specifications, including but not limited to, the minimum bend radius. The contractor shall be responsible for proper bundling (with velcro wraps) and handing of all cables (with cable trays, Caddy Fasteners and/or "J" hooks) between the telecommunication closets and the workstation MDVOs, in common pathways (above corridors); the "home run" method is not permitted. Cable bundles should be supported at 2 foot intervals.
20. Each workstation outlet plate shall be configured with a minimum of 2 data drops plus telephone service if required. Data drops shall only be used to deliver data services and shall not be used for any other service to the workstation.
21. **Installer shall be trained by the manufacturer of the cabling system being installed, following methods demonstrated in that training, and shall process a valid Certificate of Completion from the manufacturer, for the courses taken. Training must have been taken within the previous three (3) years, to be considered "valid". Certificates must be made available to the IT Shared Services representative for review, upon request.**
22. Before deviating from these methods, contact a representative from the Department of Provincial Treasury IT Shared Services.
23. Belden IBDN System 4800 components include:
  - 4812 005 1000 GigaFlex 4812, 4-pair, 23 AWG, CMR, Cat 6, Green, 1000 ft.
  - AX101070 CAT6+ Modular Jacks, for Data
  - AX101065 CAT6+ Modular Jacks, for Voice
  - AX101066 CAT6+ Modular Jacks, for Fax
  - AX350056 Belden GigaFlex PS6+ patch cables 4 feet, green
  - AX350057 Belden GigaFlex PS6+ patch cables 7 feet, green

AX350058	Belden GigaFlex PS6+ patch cables 10 feet, green
AX101456	Flex Patch Panel, 1U, 24-port, black
AX101458	Flex Patch Panel, 2U, 48-port, black
A0645269	MDVO Angled Entry Faceplate
AX101437	Interface Plate, Flush, 4-port, White

24. Relay Rack Package Components PART: Description

Product Code/Ordering #	Manufacturer	Quantity per pkg
	Relay Rack Package - no substitutions	
	Relay rack with 2 vertical cable management, black	
	DRR-44 + 2 DRCC-44CAN	
	Middle Atlantic	1
	Power strip for rack	

PB-12-IS/6FTCRD Electron Metal 1 Organizer Ring Panel Horizontal Cable Management AO403977 Belden IBDN 6 Horizontal Cable Manager, 1U, Black HCM-1D Middle Atlantic 4 Rack Drawer, 3U UD3 Middle Atlantic 1 Universal Rackshelf, 1U, frontmount U1 Middle Atlantic 1 Vented Center mount shelf, 2U U2MS Middle Atlantic 2 Formed blank panel 1U, black EB1 Middle Atlantic 4 Formed blank panel 2U, black EB2 Middle Atlantic 6 Heavy Duty Sliding Shelf SS Middle Atlantic 1 10-32 Pan Head Rack mounting screws and washers HS Middle Atlantic 100 IEC Power Cord, 12 inch, 4 per pkg IEC-12X4 Middle Atlantic 1 IEC Power Cord, 18 inch, 4 per pkg IEC-18X4 Middle Atlantic 1 IEC Power Cord, 24 inch, 4 per pkg IEC-24X4 Middle Atlantic 1 Velcro Roll, 75 feet 99-050-QT-1 Polygon 1 Cable Ties, 7 inch, bag of 100 TY-525-MX Thomas & Betts 1 44 Homaco 1U Horizontal Cable Fiber Manager FCM-19-1SRC Ortronics

## **APPENDIX F – Standard Lease Arrangement**

**THIS LEASE** made as of the \_\_\_\_\_.

**BETWEEN:** \_\_\_\_\_, a body corporate duly incorporated under the laws of the Province of Prince Edward Island

(herein called the "landlord")

**OF THE FIRST PART**

**AND:** **THE GOVERNMENT OF PRINCE EDWARD ISLAND** as represented by 102173 P.E.I. Inc.

(herein called the "tenant")

**OF THE SECOND PART**

**PREMISES**

**WITNESSETH** that in consideration of the rents reserved and the covenants and agreements herein contained to be paid, observed and performed by the tenant, the landlord hereby leases to the tenant the premises, consisting of \_\_\_\_\_ sq.ft. including the common area, herein called the "premises" of the landlord's building known as the "\_\_\_\_\_", herein called the "building" located at \_\_\_\_\_, Prince Edward Island, and as outlined in red on the attached floor plan attached hereto as "Appendix A".

**TERM**

**TO HAVE AND TO HOLD** the premises for and during the term of \_\_\_\_\_ years, \_\_\_\_\_ months commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RENT**

**YIELDING AND PAYING** therefor yearly during the term to the landlord in advance in equal monthly installments, in lawful money of Canada, the rent of sums as follows:

- (a) the amount of \$\_\_\_\_\_ annually in equal monthly installments of \$\_\_\_\_\_ plus applicable tax on the first day of each and every month during the term commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- (b) **ADDITIONAL RENT**

**TENANT'S COVENANTS**

The tenant covenants with the landlord as follows:

- 1. **Pay Rent**  
To pay rent in accordance with the provisions of this lease.
- 2. **Compensation for Damage**  
To make good or compensate the landlord for any damage to the premises caused by the negligent, reckless or willful conduct of the tenant's servants, agents, employees, licensees or invitees.
- 3. **Notice of Defect**  
To give the landlord immediate notice of any accident to or defects in the premises, including the water system, electrical system, heating and ventilating system or any other system or part of the premises which the landlord is obligated to repair.
- 4. **Entry of Landlord**  
To permit the landlord to enter the premises at any reasonable time for the purpose of inspecting the premises and making necessary repairs to the premises.



5. Assign or Sublet  
Not to assign this lease or sublet the premises, in whole or in part, without the prior written consent of the landlord. Notwithstanding any such assignments or sublets, the tenant shall remain jointly and severally responsible for the payment of the rent and the performance of the other obligations under this lease.
6. Use of Premises  
To use the premises for the sale of cannabis and related derivatives and associated products and for no other purpose without the prior written consent of the landlord.
7. Building Name  
Not to refer to the building by any name other than that designated from time to time by the landlord and to use the name of the building for the business address of the tenant but for no other purpose.
8. Tenant's Compliance with Laws  
To comply with provisions of law including, without limitations, federal and provincial legislative enactments, municipal zoning and building by-laws and federal, provincial or municipal regulations which relate to the premises or to the use or occupation thereof or to the making of repairs, replacements, additions, changes, substitutions or improvements of or to the premises or any part thereof.
9. Waste  
Not to do or suffer any waste, damage, disfiguration or injury to the premises or the fixtures and equipment thereof or permit any overloading of the floors thereof.
10. Nuisance  
Not to use or permit the use of any part of the premises for any dangerous, offensive trade or business or cause or permit any nuisance in, at or on the premises.
11. Exhibiting Premises  
To permit the landlord to exhibit the premises to prospective tenants during normal business hours during the last three (3) months of the term upon receipt of reasonable notice.
12. Mechanics' Liens  
Not to suffer or permit during the term hereof any mechanics' liens or other liens for work, labour, services or materials ordered by him for the cost of which he may be in any way obligated to attach to the premises or to the buildings, structures, and equipment and that whenever and so often as any such liens shall attach or claims therefore shall be filed, the tenant shall within thirty (30) days after the tenant has notice of the claim or lien procure the discharge thereof by payment or by giving security or in such other manner as is or may be required or permitted by law; and the tenant further covenants that whenever and so often as a certificate of action is registered relating to any of the liens referred to in the preceding sentence, the tenant shall within thirty (30) days after the tenant has notice of the registration of such certificate of action have the same vacated.
13. Indemnification and Insurance  
To indemnify and save harmless the landlord against and from any and all claims, including, without limiting the generality of the foregoing, all claims for bodily injury or property damage, arising from the conduct of any work or by or through any act or omission of the tenant or any assignee, subtenant, agent, contractor, servant, employee, invitee, or licensee of the tenant, and against and from all costs, counsel fees, expenses and liabilities incurred in or about and such claim or any action or proceeding brought thereon.  
  
To maintain Commercial General Liability (CGL) insurance in an amount not less than Two Million Dollars, (\$2,000,000.00) per occurrence on a form at least as broad as the Insurance Bureau of Canada current form of commercial general liability insurance.  
  
To maintain All Risks property insurance, in amounts sufficient to fully cover the Tenants improvements and all property in the Premises owned by the Tenant.  
  
The policy(ies) required by this Agreement shall be in a form provided by the Province of Prince Edward Island Self Insurance and Risk Management Fund.
14. Not to Affect Insurance Not to do or omit or permit to be done or omitted on the premises anything which shall cause the rate of insurance upon the building to be increased and if the rate of insurance upon the building shall be increased by reason of anything done or omitted or

permitted to be done or omitted by the tenant or anyone permitted by the tenant to be upon the premises, the tenant shall on demand pay to the landlord the amount of such increase.

15. Facilitate Cleaning  
To leave the premises in a reasonably tidy state at the end of each business day to facilitate the landlord's janitorial services as outlined in Appendix "C" attached.

#### LANDLORD'S COVENANTS

16. Quiet Enjoyment  
For quiet enjoyment; provided that the tenant complies with its obligations under this lease.
17. Realty Taxes  
To pay, subject to the provisions of this lease, all taxes and rates whether municipal, parliamentary or otherwise levied against the building and the land pertinent thereto or against the landlord on account thereof.
18. Access  
To permit the tenant, his servants, agents, employees, licensees and invitees to have access to the stairways, and passages within the building in common with all others entitled thereto for the purpose of ingress to and egress from the premises.
- The Province of Prince Edward Island has adopted barrier free regulations, based on the National Building Code, which apply to all areas of the Province, except within geographical boundaries of a municipality which have already adopted the National Building Code or a similar building standard bylaw.
- The premises must conform to accepted barrier free regulations as a minimum standard to provide access for physically and visually challenged individuals. The landlord is required to make any necessary remedial renovations to meet the barrier free regulations within 12 months of the commencement or renewal date of the lease.
19. Repair  
To maintain the premises in good repair and tenantable condition during the term and make good any defect or want of repair promptly upon receipt of notice from the tenant with a minimum of disruption to the tenant's business.
20. Utility Charges  
To pay all charges for water, electricity, sewer supplied to the premises.
21. Heat  
To heat the premises at its expense.
22. Snow Removal  
To effect the prompt removal of snow and ice from the sidewalks, steps, roads and parking areas serving the premises at its expense. Snow removal operations to be completed no later than 7:30am Monday to Friday. Lots / entrances to be checked daily for salt / sand requirements. Fire Department connection for sprinkler system must remain cleared of snow at all times.
23. Telephone Installation  
To permit the tenant to effect the installation of telephone and inter-communication apparatus in the premises.
24. To provide and operate the following existing services and facilities, except as otherwise noted, for the premises at its expenses and maintain the service systems in good repair during the term at its expense.
- a. Electrical System  
An adequate electrical system to meet the needs of the tenant consistent with existing use and occupancy.
  - b. Heating System  
A heating system sufficient to maintain a reasonable temperature (20-23 degrees Celsius) in the premises during the heating season (15th. September to 15th. May) and at other times of the year if required for comfortable occupancy;

- c. Air Conditioning/Ventilation System  
A ventilation system that is sufficient to provide a constant supply of air that is filtered and either humidified or dehumidified and either heated or cooled as conditions may require for comfortable occupancy, and not to exceed 25 degrees Celsius.
- d. Water System  
A potable water system capable of supplying hot and cold water to the premises and if on a well system to submit water test results on a regular basis.
- e. Washrooms  
Washroom facilities for male and female employees of the tenant in accordance with the applicable provincial or municipal requirement.
- f. Fire and Life Safety  
To provide, maintain and inspect the required fire and life safety devices within the leased space as per NFPA and NFC requirements including egress systems, fire extinguishers, fire alarm panels, smoke detectors, and emergency lighting. Fire exit plans shall be installed by the Landlord as required by the Authority Having Jurisdiction.

The Landlord shall carry out an annual fire drill and provide a report / comments to the Department of Transportation, Infrastructure and Energy, Building Maintenance Division.

- g. Pest Control  
The Landlord shall be responsible for all pest control. It is required for the Tenant to notify the landlord of any known or visible infestation.

- 25. Janitorial Service  
To provide and pay for janitorial service to the premises in accordance with the schedule attached as Appendix "C" including the provision of cleaning supplies.
- 26. Garbage Service  
To provide and pay for garbage removal services to the premises.
- 27. Exterior Common Areas  
To maintain the exterior of the building, the landscaped grounds of the building, the parking lots and walkways of the building and the common areas of the building in good repair and clean condition.
- 28. Glass Replacement  
To promptly replace, in case of breakage, all plate glass windows and other glass forming part of the demised premises with glass of the same kind and quality as that which may be damaged or broken, save where such damage or breakage has been occasioned by the tenant, his servants, agents, employees, licensees or invitees.
- 29. Indemnification and Insurance  
To indemnify and save harmless the Tenant against and from any and all claims, including, without limiting the generality of the foregoing, all claims for bodily injury of property damage, arising from the conduct of any work or by or through any act or omission of the Landlord or any assignee, sub landlord, agent, contractor, servant, employee, invitee or licensee of the Landlord and against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claims or any action or proceeding brought thereon.

The Landlord shall insure the building and other property to replacement cost on an all risks basis, including boiler and machinery insurance, and any other property not the responsibility of the Tenant to insure.

To purchase and maintain throughout the term of this Lease and any renewals thereof Commercial General Liability (CGL) insurance with a limit of Two Million Dollars (\$2,000,000.00) on a form at least as broad as the Insurance Bureau of Canada current form of commercial general liability insurance.

All of the foregoing insurance policies shall be with insurers licenced to do business in the Province of Prince Edward Island and shall be with such insurers as Landlords of similar property would reasonably insure.

30. Landlord's Compliance with Laws  
To comply with all provisions of law including, without limitation, all federal and provincial legislative enactments, municipal zoning and building by-laws and any federal, provincial or municipal regulations which relate to the premises or to the use or occupation thereof or to the making of any repairs, replacements, additions, changes, substitutions or improvements of or to the premises or any part thereof.

Notwithstanding the above, if federal or provincial legislative enactments, municipal zoning and building by-laws or any federal, provincial or municipal regulations relating to any of the terms of this agreement should change after the dates of this lease and such change requires additional expenditures on the part of the Landlord, the tenant shall reimburse the landlord for these additional expenditures.

31. Mould and Asbestos  
If mould (in amounts greater than that occurring naturally in the area) and/or asbestos containing materials ("ACMs") are found in the Building or the Premises, to the extent such conditions were not created by the Tenant during the Term or any Extension Term, the Landlord shall notify the Tenant and cause such mould and/or ACMs to be remediated in accordance with all Environmental Laws. ACMs can be managed in place and do not necessarily require abatement (removal) provided that within the scope of the building's operations and maintenance program these materials are managed through an Asbestos Management Plan by trained personnel and handled by qualified contractors as required by OHS regulations. A copy of the Landlord's Asbestos Management Plan must be provided to the tenant for information.

#### PROVISOS

32. Landlord's Default  
If the landlord defaults in the observance or performance of any of its covenants or agreements contained in this lease the tenant may, at his option and upon such reasonable notice as the circumstances warrant, remedy such default and deduct the reasonable cost of such action from the payable under this lease.
33. Overholding  
If the tenant, with the consent of the landlord remains in possession of the premises after the date fixed for the expiration of the term or any renewal thereof without any further written agreement, the tenant shall be deemed to be a tenant from month to month at the monthly rental reserved by this lease and on the terms and conditions contained in this lease except as to length of tenancy.
34. Amendment  
Either party, by mutual agreement, may amend the name on the suite, the number of suites, terms and/or conditions by giving six (6) months written notice to the other party.
35. Termination  
Either party, by mutual agreement, may cancel this lease by giving six (6) months written notice to the other party, at the end of which this lease and all privileges herein granted shall terminate.
36. Alteration  
The tenant may, at his own expense, make such alterations, additions and improvements to the premises as he may consider necessary from time to time during the term subject to the prior written consent of the landlord. No alterations shall be made to the frame or permanent structure of the building.
37. Notice of Alterations  
The tenant shall give the landlord notice of his intention to make alterations, additions or improvements to the premises and, upon request, shall supply the landlord with plans of the proposed alterations, additions or improvements.
38. Landlord's Consent  
Where the landlord's consent is required by this lease to any act of the tenant such consent shall not be unreasonably withheld and shall be communicated to the tenant within fourteen (14) days of the receipt of a request for such consent.
39. Removal of Alterations  
a) the tenant may, at his option, remove any alterations, additions or improvements made by him in the premises; and

- b) if the tenant elects to remove any of the alterations, additions or improvements made by him in the premises, he shall restore the premises, as nearly as possible, to the state they were in before such alterations, additions or improvements were made.
40. Fixtures
- a) the tenant may at any time during the term or any renewal thereof remove any fixtures installed by him in the premises; and
- b) the tenant will compensate the landlord for any damage caused to the premises by such removal.
41. Signs
- a) the tenant may erect such signs on the premises as he considers necessary for the proper conduct of his business;
- b) all such signs shall be removed from the premises at the end of the term of any renewal thereof, and
- c) the tenant shall compensate the landlord for any damage caused to the premises by the removal of signs.
- d) all signs erected on the premises shall be bilingual with the French version appearing first on the left and such signs must have the prior approval of the landlord.
42. Unavoidable Delays
- In the event that the landlord or the tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes; lockouts; labour trouble; civil commotion; riots; insurrection; war; inability to procure labour, materials or services; acts of God; weather; power failure; restrictive laws or regulations or any other reason beyond the reasonable control of the landlord or the tenant as the case may be, then performance of such act shall be excused for the period of the delay and the time allotted for the performance of any such act shall be extended for a period of time equal to the period of such delay.
43. Right-of-Way
- If the premises are now or hereafter served by any alley, easement or right-of-way, the tenant, his servants, agents, employees, licensees and invitees shall have full right of ingress and egress over such alley, easement or right-of-way in common with all others entitled thereto.
44. Common Parking
- If the premises are now or hereafter served by common parking facilities, the tenant, his servants, agents, employees, licensees and invitees shall have full right to use such parking facilities in common with all others entitled thereto.
45. Damage Premises Untenantable
- If at any time during the term the premises are wholly or partially destroyed by fire or other insurable peril so as to render them untenantable or prevent reasonable or convenient access thereto, the rent hereby reserved shall immediately abate until such times as the premises have been restored to tenantable condition. If the premises are so badly damaged that they cannot be restored to tenantable condition within 120 days then the landlord or the tenant may determine this tenancy within Thirty (30) days of such damage or destruction upon notice to the other party.
46. Damage Premises Partially Tenantable
- If at any time during the term the premises are damaged to such an extent that only part thereof is tenantable, then the rent hereby reserved shall immediately abate in proportion to the part of the premises which is untenantable and full rent will not be payable again until such time as the premises have been fully restored. If the landlord does not begin to restore the premises within Fourteen (14) days of the occurrence of damage or having commenced the restoration of the premises does not proceed to complete it with reasonable dispatch, the tenant may determine this tenancy upon Fourteen (14) days notice to the landlord.
47. Re-Entry
- If the rent hereby reserved, or any part thereof, shall be in arrears or if the tenant shall make default in the observance or performance of any of the tenant's covenants or agreements contained in this lease and such arrears or default shall continue for a period of Thirty (30) days, then the landlord may give the tenant notice requiring the tenant to pay the arrears or remedy the default within Thirty (30) days of receipt of notice. If the tenant fails to pay the arrears or remedy



the default within such period, the landlord may re-enter the premises and the term hereby granted shall thereupon be terminated.

48. Non-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 conditions, herein contained shall 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, and no waiver shall be inferred from or implied by anything done or omitted by the landlord or the tenant save only express waiver in writing.

49. Dispute Resolution

The parties hereto agree to make the best efforts to resolve differences or disputes between themselves concerning any differences or dispute that arise as a result of the interpretation of this lease and their resulting landlord/tenant relationship. If any such difference or dispute has not been resolved within 10 days after receipt of written notice by one party to the other, then the parties agree to hire a mediator and hold a mediation with the assistance of a mediator agreed upon by the parties. Each party shall bear one-half of the cost of mediation. If mediation fails then the parties may, upon agreement, refer the matter to single arbitrator agreed upon by the parties in accordance with the Arbitration Act, R.S.P.E.I. 1988. Cap. A-16 which the arbitrators decision shall be final and binding on the parties. Each party shall bear one-half of the cost of the arbitration.

50. Notices

Any notice required or contemplated by any provision of this lease shall be given in writing enclosed in a sealed envelope addressed in the case of notice to the landlord to the

\_\_\_\_\_ and mailed registered and postage prepaid. The time of giving of such notice shall be conclusively deemed to be the seventh business day after the day of such mailing. Such notice shall also be sufficiently given if and when the same shall be delivered in the case of notice to the landlord to the President, and in the case of notice to the tenant to a responsible employee of the tenant at the above-noted addresses. Such notice, if personally delivered, shall be conclusively deemed to have been given and received at the time of such delivery.

51. Entire Agreement

The tenant and the landlord acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this lease save as expressly set out in this lease and the relevant agreement to lease and that this lease constitutes the entire agreement between the landlord and the tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing, of equal formality hereto executed by the landlord and the tenant.

52. Effect of Lease

This lease and everything herein contained shall operate to the benefit of any and be binding upon the respective successors, assigns and other legal representatives as the case may be of each of the parties hereto subject to the granting of consent by the landlord as provided herein to any assignment or sublease, and every reference herein to any party hereto shall include the successors, assigns and other legal representatives of such party.

53. Binding of Tenant

This lease shall not be binding upon the tenant until it has been executed by or on behalf of 102173 P.E.I. Inc.

54. Mortgages and Subordination

This lease is hereby made expressly subject and subordinate at all times to any and all leases, mortgages or deeds of trust whatsoever affecting the building, which have been executed, and any and all extensions and renewals thereof and substitutions therefor. Tenant agrees to execute any instrument or instruments which Landlord may deem necessary or desirable or evidence the subordination of this Lease to any or all such leases, mortgages, or deeds of trust.

55. Severability

The Landlord and the tenant agree that all of 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 paragraph hereof. Should any provision or provisions of this lease be illegal or not enforceable, it or they shall be considered separate and severable from the lease and its

