

**Attachment B:**  
**Expression of Interest**

## EXPRESSION OF INTEREST



**Submission Date: Thursday, November 2, 2023**

3:00 PM, Local Time, Vancouver, BC

For further information and questions, please contact:

**Mahsa Banaei**

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## **OFFERING PROCESS and GENERAL REQUIREMENTS**

Through this Expression of Interest (EOI), the City of New Westminster (the City) and their representative, Colliers, are seeking to qualify a tenant for leasing an active rehabilitation and wellness space with the new təməsewtxʷ Aquatic and Community Centre in City of New Westminster.

Tenants who are interested in this opportunity to lease unit 210, a 635 square feet active rehabilitation and wellness space, at the new təməsewtxʷ Aquatic and Community Centre (the “Premises”), are requested to provide the information as set out below. The submitted information will assist the City of New Westminster and Colliers in selecting a qualified tenant for the lease of the premises.

The submissions should be received by Colliers by **3PM on November 2, 2023.**

Those respondents that have been short-listed by the City of New Westminster (the “Qualified Tenants”) will be notified by Colliers on or about **November 30, 2023.**

***Respondents acknowledge that the submission of this Expression of Interest does not give rise to any legal obligation on the City of New Westminster or Colliers. Proponents will be solely responsible for their own expenses incurred in connection with this EOI, including in preparing and submitting a Proposal and in any subsequent steps and negotiations.***

Please contact Mahsa Banaei or Morgan Dyer with any questions you may have concerning the offering process.

**Mahsa Banaei**

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**Morgan Dyer**

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## **SUBMISSION REQUIREMENTS**

All submissions must include the following sections:

- 1) Statement of Qualifications
- 2) Lease Term Sheet; and
- 3) References

## 1. STATEMENT OF QUALIFICATIONS

- a) Name, address and contact information of Respondent.
- b) Name and address of Principal shareholders and/or partners.
- c) Number of years in business.
- d) Experience in operating an active rehab and wellness facility.
- e) Financial capability to operate the facility.
- f) Your intended use and business plan for the space.
- g) Your plan to ensure the space remains safe and suitable for active rehab activities.
- h) Your plan to ensure the financial sustainability of your operation.
- i) Names and experience of senior management that would be operating the space.
- j) Such other information that the Respondent believes to be relevant and would like to provide regarding their tenancy.

## 2. LEASE TERM SHEET

This term sheet outlines the basic Lease terms being offered for the premise by the respondent.

<b>Landlord:</b>	<b>The Corporation of the City of New Westminster</b>  Address of Landlord: 511 Royal Avenue, New Westminster, B.C. V3L 1H9 Fax No.: 604-527-4565			
<b>Tenant:</b>				
<b>Premises:</b>	Unit 210, New Westminster (see Schedule A for floor plan)			
<b>Rentable Area:</b>	Approximately 635 square feet			
<b>Lease Term:</b>	Ten {10} years			
<b>Lease Type:</b>	Gross Lease with the repair and maintenance of the space be the sole responsibility of the Tenant.			
<b>First-Year Annual Gross Base Rent</b>	\$40 per square foot per annum *  *This is the starting lease rate, but respondents are welcome to offer higher lease rates by revising the proposed lease rates in the following section. Subsequent years are subject to an annual increase of 5%.			
<b>Basic Rent:</b>	<u><b>Years</b></u>  1-3  4-5  6-10	<u><b>Rate/sq. ft of Rentable Area</b></u>  \$40  \$45  \$55	<u><b>Total Gross Rent Per Month</b></u>  \$2,117  \$2,381  \$2,910	<u><b>Per Annum</b></u>  \$25,400  \$28,575  \$34,925
<b>Renewal Rent</b>	Fair Market Rent, but not less than \$60 per square foot per annum, based on an annual rent increase of 5%.			

<b>Intended Use:</b>	
<b>Renewal Option</b>	One (1) renewal term of five (5) years
<b>Security Deposit:</b>	Two months gross rent.
<b>Tenants Conditions:</b>	
<b>Tenant Improvement Cost:</b>	<p>At sole cost of Tenant. No cost to Landlord.</p> <p><i>Please note that the space will be provided in shell condition, and the cost of improving the space to meet the Tenant's business requirements will be the sole responsibility of the Tenant. Please refer to Appendix B, C, and D for a list of the Landlord's work, the Tenant's work, and the Landlord and Tenant Services Responsibilities.</i></p> <p><i>The respondent accepts the Premises "As Is" except for items specified in Schedule "B" attached.</i></p> <p><i>All Tenants' work shall be first approved in writing by the Landlord, in accordance with the terms of the Lease.</i></p>

ACCEPTED by the Tenant and Indemnifier this \_\_\_\_ day of November \_\_\_\_, 2023.

Tenant:

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*Authorized signatory*

Indemnifier:

### 3. REFERENCES

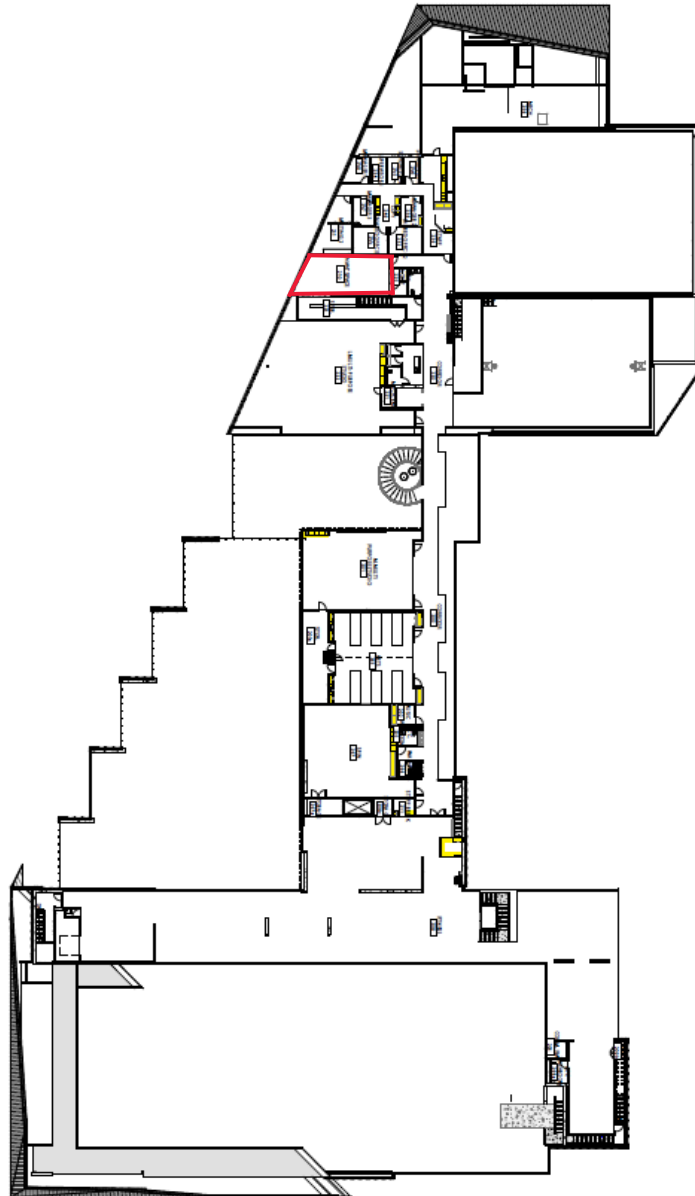
Please provide three (3) references, including your current/previous landlord and the companies for which you have previously worked.

Reference 1	
Company Name and Address	
Contact Name	
Email Address	
Description of the relationship and the services provided.	

Reference 2	
Company Name and Address	
Contact Name	
Email Address	
Description of the relationship and the services provided.	

Reference 3	
Company Name and Address	
Contact Name	
Email Address	
Description of the relationship and the services provided.	

**SCHEDULE "A"**  
**PLAN OF PREMISES**





## **SCHEDULE "B"**

### **LANDLORD'S WORK**

- a) A concrete floor which may require preparation for finished flooring.
- b) Walls will be insulated drywall and taped. Existing and any new window and/or storefront ledges and casing shall be drywall, taped, sanded and ready to paint;
- c) Provide an electrical service at 120/208 volt, 3 phase, 4 wire, 400 Amp terminated in an electrical panel located in the Premises.
- d) Provide a 2" empty conduit c/w pull string from the point of connection to the local telephone authority tie-in;
- e) Provide a 2" empty conduit c/w pull string from the point of connection to the local cable TV authority tie-in;
- f) Provide a 1- 1/4" cold waterline for domestic use capped in the space c/w pressure reducing valve with a capacity of 129 FU (fixture units) located in the premises;
- g) [deleted]
- h) Provide a 4" dia. sanitary line with a 2" dia. sanitary vent pipe capped below the concrete floor slab with a capacity of 20 FU, approved by the Tenant;
- i) Provide a space on site for garbage and recycling containers in the loading dock area. Returns and recycling as per the municipal guidelines;
- j) Provide (4) 4 ton ceiling mounted ventilation and air-conditioning (fan coil units) systems for
- k) the sole and exclusive use of the premises for heating and air conditioning the premises only. Tenant's to install within the Leased Premises duct work, thermostats, drops, controls, diffusers, air return grills and exhaust fans;
- l) Coring for all underslab services and penetrations;
- m) Provide a 1.5 inch diameter natural gas supply piping sized to deliver 2,500 MBH at 2 psig (13 kPa)
- n) Provide 42 inch rear service door to code.

## **SCHEDULE "C"**

### **TENANT'S WORK**

The Tenant shall provide and install at its sole expense all materials and work required to construct and finish the Premises (not provided for as Landlord's Work) in accordance with the Tenant's drawings and specifications including but not limited to the following items (the 'Tenants Work'):

All Tenant's Work must receive local authority approval and Landlords approval, such Landlord's approval not to be unreasonably withheld.

Tenant's Work shall be all the work required for the installation of the Tenant's improvements including any leasehold improvements, electrical, mechanical, plumbing and other servicing work, trade fixtures, equipment and other chattels in or on the Premises including:

#### **Permits**

Tenant will obtain all building and construction permits including the Certificate of Occupancy for the Tenant's Work. All Tenant's Work will conform with the provincial Building codes and municipal Building Bylaw.

#### **Signs**

Subject to local municipal approvals, the Tenant shall be permitted to display its standard signage, finishes, and colours on the exterior of the Building and the Premises and from the windows of the Premises. Such signage shall include internally illuminated channel letters, non- illuminated letters, exposed white neon tubing letters reading "ENTRANCE", exterior illuminated Box Sign(s), non-illuminated "CREST logo, and LED border tubing on the top of the parapet. The Landlord's approval of the Tenant's signage shall not be unreasonably withheld or delayed.

#### **Electrical**

All electrical installations within the Premises including: additional panels, breakers in the panels, lighting, outlets, emergency and exit lighting and electrical service to signs.

#### **Telephone**

All distribution and extensions of telephone conduit within the Premises and all intercom, communication, burglar alarms and signal systems and required monitoring as required by the Tenant.

#### **Plumbing**

All plumbing, piping, equipment, fixtures, etc. required to extend and connect plumbing services from fixtures to point of connection of the rough-ins provided by the Landlord, including provision for hot water distribution that is required by the Tenant.

### **HVAC Distribution**

All HVAC piping, ductwork, ecologizer, materials, labour and equipment for the distribution of all HVAC and mechanical services in the Premises, ductwork connections from the HVAC unit(s) and final connections between the Tenant's mechanical work and the base building system will be made by the Tenant. The tenant is to provide a minimum of {1} CO2 sensor per 500m2 in the leased premises. The CO2 sensor(s) are to be tied into the base building BMS to monitor CO2 concentrations within the tenant space and shall be designed to meet Case 1 Mechanically ventilated spaces under LEED IEQ credit 1.

### **Sprinklers Alterations (Where applicable)**

Additions, deletions, modifications and relocations of the sprinkler system layout to suit the Tenant's requirements shall be the responsibility of the Tenant.

### **Fire Protection**

Any fire-fighting, fire prevention, safety and emergency equipment or lighting required in the Premises, (additional to that included in the base system provided by the Landlord) shall be the responsibility of the Tenant.

### **Panic Hardware**

Panic hardware that may be required by the Tenant on either the front or rear doors shall be at the sole cost and expense of the Tenant.

### **Garbage Removal**

The Tenant is responsible for ensuring that its contractors or workman remove all garbage and debris generated by the Tenant's Work on the Premises on a daily basis and is placed in the garbage bin supplied by the Tenant at location to be directed.

### **LEED Requirements**

The Tenant shall construct their Tenant improvements utilizing the Landlord's Tenant Construction and Renovation Guidelines, and green housekeeping requirements.

## SCHEDULE "D"

### LANDLORD & TENANT SERVICES RESPONSIBILITY

(A) ITEM	(B) To Be Provided by Landlord, Cost Included in Additional Rent	(C) To be Provided by landlord, Cost Borne by Tenant	(D) To Be Provided by Tenant, Cost Borne by Tenant
CLEANING- Common Area			
Janitorial Service and Supplies	X		
Window Cleaning Interior	X		
Window Cleaning Exterior	X		
CLEANING - leased Premises			
Janitorial Service and Supplies			X
Window Cleaning Interior			X
Window Cleaning Exterior	X		
Pest Control in Leased Premises			X
GROUNDS			
Maintenance of Common Area	X		
Snow Removal	X		
HVAC-leased Premises			
HVAC Repairs, Maintenance and Replacement			X
Plumbing			X
ELEVATOR			
Elevator Repairs	X		
ELECTRICAL			
Lamp and Tube Replacement-leased Premises			X
Lamp and Tube Replacement-Common Areas	X		
NON-ENERGY UTILITIES			
Garbage Removal			X
Water and Sewage		X	
Recycling Program			X
FUELS			
Natural Gas - Leased Premises		X	
Heating and Cooling - Leased Premises		X	
Heating and Cooling - Common Area	X		
ELECTRICITY			
Electricity- leased Premises		X	
Electricity- Common Area	X		
INSURANCE			
Fire and Extended Coverage Perils.			X
Tenant Improvements			X
TAXES			
Taxes	X		
SECURITY SYSTEMS			
Building Systems - Equipment and Monitoring leased Premises - Equipment and Monitoring	X		
FIRE AND SAFETY			
Building - Common Areas	X		
Leased Premises			X