

**Request for Proposals
#3562
Leased Space**

**Addendum #4
May 1, 2013**

To: Proponents
From: Deborah Beck

Pages: 37 (including this page) Phone: 464-2000 (ext. 2011)

Please note the following revisions to the RFP:

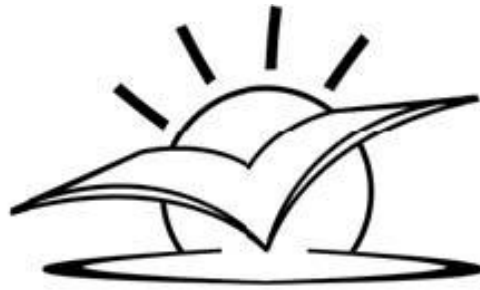
- 1. Delete previous RFP document (10 pages) and replace with attached REVISED document (36 pages).**
- 2. RFP Closing Date and Time remains the same (as per Addendum #3, May 7, 2013, 2:00 PM)**

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

Deborah Beck, Buyer
HRSB



Halifax Regional School Board

REVISED

Request for Proposal #3562

Leased Space

Closing Date: ***May 7, 2013***
Closing Time: ***2:00:00 P.M.***
Opening Time: ***2:00:00 P.M.***

Closing Location:

Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, NS B3B 1X7

Department Contact:

Kathryn Burlton, Manager of Accounting and Purchasing
Tel: (902) 464-2000 ext. 2843
Fax: (902) 464-0161
E-Mail: kburlton@hrsb.ns.ca

The Halifax Regional School Board encourages equity and affirmative action programs.

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1.0 INTRODUCTION

1.1 The Halifax Regional School Board

The Halifax Regional School Board ("**HRSB**") is the largest public school district in Atlantic Canada serving over 50,000 students from early childhood education through to Grade 12. The organization employs over 6,000 full time and temporary staff with programs operating from over 145 schools and buildings.

1.2 Purpose of this Request For Proposal

This Request for Proposal ("**RFP**") is to invite experienced and qualified lease management firms ("**Proponents**") to submit detailed proposals for the provision of approximately **15,000 - 20,000 square feet of minimum Class B leased accommodations for the following three HRSB Programs:**

- **Youth Pathways Transition (YPT)**
- **Flexible Learning Education Centres (FLEC)**
- **English as an Additional Language (EAL)**

which satisfy the requirements of the HRSB for the service set out in this RFP. The particular requirements of the HRSB are set out in the schedules to this RFP which form part of this RFP.

From Proposals received, the HRSB will select the Selected Proponent with which it shall negotiate in accordance with Section 2.17 below.

The terms "RFP" and "Proposal" include any revisions, amendments or additional documents made thereto, pursuant to this RFP.

1.3 The Proposal

The HRSB is requesting experienced and qualified Proponents to submit Proposals to lease 15,000 - 20,000 square feet of minimum Class B accommodations for the above noted HRSB Programs.

The accommodations shall:

- a) be located within Halifax Peninsula;
- b) be "Storefront" (walk in) leased space;
- c) meet the functional requirements set forth in Schedule "B";
- d) meet the physical requirements set forth in Schedule "C";
- e) meet the Risk Management and Safety Requirements set forth in Schedule "D".

Schedule "B" should be considered a guideline only as there is potential for combined spaces (FLEC and YPT). **FLEC and YPT are permitted to occupy and be delivered within the same space, however, EAL must be in a separate space (but can be in the same building).**

Proponents must be prepared to enter into a lease substantially in the form of the lease attached to this RFP as Schedule "E".

Proponents are requested to provide a Proposal that will meet the HRSB's requirements at the best possible overall value, as determined by HRSB in its sole discretion.

1.4 Anticipated Schedule for RFP Activities

The anticipated schedule for RFP activities is as follows, provided that HRSB reserves the right to change any date or key event by issuance of an addendum to this RFP:

Key Event	Date
Last date for enquiries	May 2, 2013
Closing Date	May 7, 2013
Notification of Selected Proponent	May 16, 2013
Lease Signed	June 1, 2013
HRSB Commences Occupation	August 15, 2013

1.5 Previous Communications

The information contained in this RFP and any addenda hereto supersedes and any previous communications to the Proponents related to the HRSB's leased space requirements.

1.6 Proposal Requirements

Proposals **must** contain the following:

- 1) A completed Proposal form. The blank form is provided in Schedule "A"
- 2) Floor plans (3 copies as noted in 2.4 below) of proposed lease spaces showing one or more options as to how the site can be modified to accommodate one, two or all three of the programs described in the document (FLEC, YPT, EAL). Provide square foot area of each program space and list square foot area of each internal space on the drawings;
- 3) Timeline for completion of required space modifications, including process for project delivery. Describe how HRSB staff will be included in the design and construction process. List conditions NOT included in the tenant improvements. Include a schedule indicating the timeline for each phase of work;

2.0 RFP TERMS AND CONDITIONS

This Section describes:

- (a) additional requirements for all Proposals; and
- (b) the procedures, practices and contractual obligations between HRSB and each Proponent that form this RFP process.

Proponents are instructed to read and understand all requirements detailed within this RFP, as failure to meet any requirements fully shall jeopardize and perhaps eliminate the acceptability of the Proposal.

2.1 Interpretation

In this RFP:

- (a) any gender shall include all genders;
- (b) the word "including" shall mean "including without limitation" and the word "includes" shall mean

"includes without limitation";

- (c) any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations enacted thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided;
- (d) when calculating the period of time within which or following which an act is to be done or step taken, the date which is the reference date in calculating such period shall be excluded; provided however, if the last day of such period is not a Business Day, the period shall end on the next Business Day;
- (e) except where otherwise defined, words, phrases or abbreviations which are well known or which have trade meanings are used herein in accordance with their customary meanings; and
- (f) reference to the "Proponent" herein is to the entity preparing the response to this RFP; reference to the "Selected Proponent" is to the Proponent that has been selected by HRSB to enter into negotiations towards the finalization and execution of a lease for office space substantially in the form set forth in Schedule "E" to this RFP ("**Lease**"); and reference to the "Landlord" is to the Selected Proponent after it has executed the Lease.

2.2 Confidentiality and FOIPPA

Information pertaining to HRSB obtained by the Proponent, its employees and agents as a result of its participation in this RFP, is confidential and **must** not be disclosed by the Proponent except as authorized in advance and in writing by HRSB.

HRSB shall endeavour to keep all Proposals and accompanying documentation received as confidential and to use them only for the purposes of evaluation of the Proposal, however, HRSB provides no warranty with respect to confidentiality and shall incur no liability from any disclosure. The Proponent hereby grants to HRSB the right to copy any documents (regardless of form) provided in or with the Proposal for the purposes of such evaluation.

Proposals are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("**FOIPPA**"). While the FOIPPA allows persons a right of access to records in HRSB's custody or control, it also prohibits HRSB from disclosing personal or business information where disclosure would be harmful to a Proponent's business interests or would be an unreasonable invasion of your personal privacy as defined in Section 15 and 16 of the FOIPPA. Proponents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure.

2.3 Full Disclosure

Proponents **must** provide a statement in their Proposals providing full and complete disclosure of:

- (a) any personal relationship to any employee of HRSB who makes recommendations concerning the award of the services or works contemplated in the RFP or of any employee (or immediate relative of any employee) of HRSB with any direct, or indirect pecuniary interest, ownership or directorship with respect to the Proponent; and
- (b) any business relationship, monetary or other support of HRSB through any of its Sites or with respect to any of its staff including employees, officers or Trustees.

Proponents must advise the Purchasing Manager of any change in the foregoing prior to the Closing Date. HRSB reserves the absolute right to reject any Proposal or terminate any resulting Lease for failure to disclose the information required in this Section.

2.4 Place and Time For Proposal Submission

The Proponent **must** submit one (1) original signed copy and two (2) photocopies (a total of three (3) copies) of their proposal in a sealed envelope, clearly marked “**RFP #3562 Leased Space**” to:

**HALIFAX REGIONAL SCHOOL BOARD
33 Spectacle Lake Drive
Dartmouth, NS B3B 1X7
Attention: Kathryn Burlton, Manager of Accounting and Purchasing**

The HRSB will not accept Proposals via facsimile or electronically. The Proposal **must** be type written and complete. Proposals not sent to the foregoing address will not be considered. Proposals **must** be received by the Closing Date and Time set forth on the cover page of this RFP, failing which the Proposal will be disqualified and unopened. Proposals will be received with a time and date stamp and the signature of the HRSB employee who received the Proposal.

2.5 Communications During Request for Proposal

Questions, clarification or information regarding the RFP process or the Project Scope **must** be directed exclusively to the Manager of Accounting and Purchasing specified above and **must** be in writing delivered by mail, facsimile or email, the details of which are set forth in the cover page of this RFP. The Manager of Accounting and Purchasing may direct such questions, clarification or information of a technical or business nature to other HRSB employees or consultants, in which event the Proponent shall copy the Purchasing Manager on all such further questions, clarifications or information posed to the designated HRSB employee or consultant. Failure to comply with this requirement may result in disqualification of a Proposal.

Should any discrepancies, omissions, ambiguities, or other conflicts in the RFP document be found, the Proponent shall bring the matter to the attention of the Purchasing Manager, at least five (5) days prior to the Closing Date. HRSB may, in its sole discretion, determine that such information should result in a revision to this RFP, in which event Section 2.7 below shall apply. Additionally, in order for the HRSB to deal effectively with any Proponent concern or question, such concern or question should be communicated to the HRSB **not later than May 2, 2013**. Questions and answers may be copied by HRSB and distributed to all Proponents by way of email or fax.

2.6 Evaluation of Proposals

The opening of Proposals will be closed to the public. Proposals received will be reviewed by a committee formed by the Board.

Upon receipt of Proposals, the HRSB will screen each to ensure the Proponent's compliance with the requirements of this RFP. HRSB shall be at liberty to exercise its discretion as set forth in Section 3.0 below. After a Proposal has passed the initial screening, the HRSB will analyse the detailed specifications of the Proposal.

The HRSB proposes to use specific evaluation criteria to rate various requirements for evaluation purposes. The rating will be confidential, and no totals or scores or details of a rating will be released to any Proponent. The selection (if any) of Proposals will be based on the following criteria:

Lease Cost	40 %
Location	20 %
Space Configuration(s)	20 %
Lease Management Experience	10 %
References	10 %

2.7 Revisions

Should HRSB determine in its sole discretion to revise any part of this RFP prior to the Closing Date, the revisions will be provided in writing to all Proponents. HRSB may also, in its sole discretion, extend the Closing Date to an alternate date of its choosing to allow all Proponents to consider and respond to a revision, and will advise all Proponents of such in writing. It is the sole responsibility of the Proponent, prior to the Closing Date, to ensure they have received all revisions pertaining to the RFP.

2.8 Clarification of Proposals

HRSB is not obliged to seek clarification from the Proponent regarding any aspect of its Proposal.

HRSB shall have the right to request the Proponent to submit information to clarify or interpret any matters contained in its Proposal and to seek the Proponent's written acknowledgement of that clarification or interpretation. In addition, HRSB may request supplementary documentation from the Proponent when there is an irregularity or omission in its Proposal or the documents submitted therewith. The Proponent should not assume HRSB will request clarifications.

Supplementary documentation accepted by HRSB and written interpretations that have been supplied or acknowledged by the Proponent shall be considered to form part of the Proponent's Proposal.

2.9 Non-Compliance Identified

The Proponent **must** specifically identify any terms and conditions of this RFP with which they are unable to comply. It will be assumed that all terms and conditions are acceptable to the Proponent unless otherwise noted and all such terms and conditions will form part of the Lease. Proponent hereby acknowledges that any non-compliance in its Proposal may disqualify it from further evaluation by HRSB, in HRSB's sole discretion.

2.10 No Return of Proposal

A Proposal, accompanying materials and any revisions or amendments thereto which are submitted by the Proponent are the property of HRSB and will not be returned.

2.11 Release of Proponent Information

HRSB reserves the right to publish the names of responding Proponents and any summary cost information deemed appropriate.

2.12 Costs and Expenses of the Proponent

HRSB accepts no liability for any costs or expenses incurred by the Proponent in responding to this RFP, responses to clarification requests and re-submittals, potential meetings, tours and interviews, subsequent negotiations, or any other cost incurred prior to the execution of a Lease by HRSB. By submitting a Proposal, the Proponent agrees that it shall prepare the required materials and undertake the required investigations at its own expense and with the express understanding that it cannot make any claims whatsoever for reimbursement from HRSB for any costs and expenses associated with the RFP process in any manner whatsoever or under any circumstances including, without limitation, the rejection of all or any of the Proposals or cancellation of the RFP.

2.13 Consortium Bids

In the case of consortium bids, all organizations comprising the consortium **must** be identified. The business relationship and responsibility of each member of the consortium in relation to the Proposal **must** be clearly outlined and there must be evidence of a consortium management approach that will ensure clear lines of communication and delivery of the goods or services for the duration of the Lease.

As well, the Proponent **must** be designated and assume responsibility and liability for the acts and omissions of all consortium members, and have the authority to sign on behalf of such consortium members and bind each consortium member to all statements or agreements made on behalf of or by the consortium.

2.14 Right to Contact and Visit Tenants or Clients of Proponents

HRSB reserves the right to contact or visit any tenant or client of the Proponent without permission or assistance of the Proponent.

2.15 Proposal Pricing

Pricing shall be in Canadian Dollars. Discounts offered for early payment must be clearly stated.

2.16 Best and Final Offer

HRSB reserves the right, in its sole discretion, to request Proponents to enter into a "best and final offer" process. If employed, this process will be conducted under the following terms:

- (a) Proponents may be selected to prepare a "best and final offer";
- (b) each Proponent may be provided a two (2) day period to confirm assumptions under which its Proposal was developed (i.e. conduct reasonable further due diligence), prepare revisions to its Proposal, and provide more specific and detailed responses on particular subjects and topics as may be identified by HRSB; and
- (c) final determination and award to the preferred Landlord shall be at HRSB's sole discretion notwithstanding the "best and final offer" process.

2.17 Negotiation and Execution of the Lease

(a) Negotiation

After the selection of a Proposal, HRSB shall have the right to negotiate with the Selected Proponent a form of Lease and amendments or modifications to the Selected Proponent's Proposal as submitted, without offering the unsuccessful Proponents the opportunity to amend their Proposals.

There will not be a binding agreement until HRSB and the Selected Proponent have entered into a Lease in a form acceptable to HRSB.

The Selected Proponent will be required to enter into a Lease with HRSB not later than **June 1, 2013** or such as HRSB and the Selected Proponent may agree.

(b) Failure to Execute Lease or to Achieve Financial Close

If the Selected Proponent fails or refuses to execute and deliver a Lease in a form acceptable to HRSB within the prescribed time HRSB shall have the right to: (i) select another Proponent as the Selected Proponent, (ii) not to accept any Proposal, (iii) to call for new proposals, (iv) not proceed, or (v) pursue such other course of action as HRSB determines appropriate.

2.18 Rights of HRSB

The issuance of this RFP constitutes only an invitation to submit Proposals. It does not commit HRSB to enter into a Lease or any agreement with any of the Proponents. HRSB is not bound to accept any Proposals and may proceed as it, in its sole discretion, determines on receipt of Proposals. The rights

reserved by HRSB include the right at any time and for whatever reason and without liability to any Proponent to:

- (a) conduct investigations with respect to the qualifications and experience of the Proponent;
- (b) require one or more Proponents to supplement, clarify, provide additional information in order for HRSB to evaluate the Proposal submitted;
- (c) waive any defect or technicality in any Proposal received;
- (d) supplement, amend, substitute or otherwise modify any part or all of this RFP including by extending any schedule or period of time;
- (e) issue one or more addenda to this RFP, including addenda to extend the Proposal Submission Date;
- (f) issue this RFP to other proponents in addition to the Proponents if and only if one or more of the invited Proponents does not submit a Proposal;
- (g) reject any or all Proposals or any portion thereof;
- (h) disclose to the public information contained in the Proposals;
- (i) enter into a Lease with terms that vary from any draft Lease which may be delivered by the Proponent in its Proposal;
- (j) suspend, postpone or cancel this RFP in whole or in part with or without substitution of another RFP or proposal process; and
- (k) take any action affecting this RFP or the RFP process that would be in the best interests of HRSB.

2.19 Form of Lease

The form of lease attached as Schedule "E" to this RFP is the form of lease that the selected Proponent shall be expected to execute. It is not to be executed and returned by the Proponent as part of its Proposal.

2.20 Term of the Lease

The term of occupancy under the Lease(s) will be determined later, options are as follows:

FLEC Program 1, 2 or 3 years

YPT Program 1, 2 or 3 years

EAL Program 1, 2 or 3 years

2.21 Governing Law

This RFP and any Proposal shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein, excluding any conflict of laws rules that may apply therein. The Proponent hereby attorns to the exclusive jurisdiction of the courts of the Province of Nova Scotia.

2.22 References

Include a list of references of clients to whom you have supplied similar services, and or other school boards and public organizations. Please **include at least four (4) references**, complete with the person to contact, their telephone number, and the type of service or equipment/system provided.

3.0 HRSB DISCRETION

The Proponent hereby acknowledges that:

- (a) HRSB shall have the right to reject any or all Proposals for any reason, or to accept any Proposal in

part or in whole, which HRSB in its sole, unrestricted discretion deems most advantageous to it. The lowest, or any, Proposal will not necessarily be accepted and HRSB shall have the unrestricted right to:

- (i) accept any Proposal, and in the event it only receives informal, non-conforming or qualified Proposals with respect to this RFP, accept any such Proposal; or
 - (ii) accept a Proposal that is not the lowest price; or
 - (iii) reject a Proposal that is the lowest price even if it is the only Proposal received;
- (b) HRSB reserves the right to consider, during the evaluation of Proposals:
- (i) information provided in the Proposal itself;
 - (ii) information received in response to enquiries of credit and industry references set out in the Proposal;
 - (iii) the manner in which the Proponent provides services to others;
 - (iv) the experience and qualification of the Proponent;
 - (v) the compliance of the Proponent to HRSB's requirements and specifications; and
 - (vi) any other consideration in HRSB's discretion;
- (c) HRSB may rely upon the criteria it deems relevant, even if such criteria has not been disclosed to Proponent. By submitting a Proposal, the Proponent acknowledges the HRSB's rights under this Section and absolutely waives any right or cause of action against HRSB and its employees, agents or Trustees by reason of HRSB's failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in contract, tort including negligence or otherwise; and
- (d) HRSB shall not at any time have any obligation to deal exclusively with the Proponent. HRSB expressly reserves its rights, in its sole discretion, to seek a Proposal regarding the subject matter hereof, from any person whomsoever and at any time.

4.0 LIMITATION OF LIABILITY

HRSB or its agents shall not be held liable or accountable for any error or omission in any part of this RFP or response to any questions of Proponents, and the Proponent hereby releases HRSB and its trustees, employees and agents from any such liability whatsoever.

HRSB, its management, employees, consultants and agents accepts no liability for any costs, expenses, damages or otherwise of any Proponent in the event a recommended Proponent is not accepted by Senior Management, as the case may be.

HRSB, its Board of Directors, officers, employees, consultants and agents accept no liability for any costs, expenses, damages or otherwise of any Proponent in the event the Selected Proponent selected by Senior Management fails to comply with any terms, conditions or requirements of the RFP or any addenda to the RFP. No Proponent shall have any claim for any compensation of any kind whatsoever as a result of submitting a Proposal in response to this RFP, and by submitting a Proposal the Proponent waives any claim or any right to a claim that it may have against HRSB, its management, employees, consultants and agents arising out the Proponent's participation in or response to this RFP.

Proponent, by submitting a Proposal to this RFP, agrees that it will not claim damages, costs or expenses for whatever reason, relating in any way to this RFP and any resulting process (including without limitation any subsequent discussions or negotiations, if any, or in respect of any competitive process) and waives any and all claims against HRSB whatsoever, whether for costs, damages or expenses incurred by Proponent in preparing its Proposal, in participating in this RFP process (including without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this RFP and any resulting process, discussions or negotiations.

SCHEDULE "A"
PROPOSAL FORM

COMPLETE AND INCLUDE WITH PROPOSAL SUBMISSION
(If insufficient space to respond to each item on form - provide separate sheets)

ITEM	RESPONSE
Company Name and Address	
Company Representative answering this RFP and their Position/Title	
Company Representative Telephone/E-mail	
Number of years Company in Business	
Number of Employees	
Describe any conditions listed in the RFP that your Company cannot meet	
Four (4) Client References, including contact information, to whom you have provided similar leased space	
Describe Company Lease Management Experience	
Describe your proposed Space Configuration and the reasons you believe it would suit the needs of the Board (include floor plans)	
Describe your proposed Property/Location and the reasons you believe it would suit the needs of the Board (include plans, photos etc.)	
Proposed Lease Cost (for 1, 2 and 3 year terms) - Total Usable Square Footage (sq. ft.) - Base Rental Rate (Annual \$ per Usable Square Foot) - Additional Rental Rate Representing Operating Costs for the Proposed Spaces (Annual \$ per Usable Square Foot) - Additional Rental Rate Representing Real Property Taxes for the Proposed Spaces (Annual \$ per Usable Square Foot)	

SCHEDULE "B"

FUNCTIONAL REQUIREMENTS

	FLEC		YPT		EAL	
Estimated Student Enrolment	60		20		150	
Hours of Operation	9:00 AM to 3:00 PM		9:00 AM to 2:30 PM		8:00 AM to 5:00 PM	
Grade Levels	10 to 12		10 to 12		N/A	
Number of Staff	5		5		12	
	Number of Rooms	Square Footage	Number of Rooms	Square Footage	Number of Rooms	Square Footage
Classroom Spaces	5	375-750 ea	4	375-750 ea	10	600-750 ea
Computer Labs	1 - 30 PCs	750	Lab will be in Classrooms - use of Rolling Laptop Cart		Rm 1 - 16 PCs Rm 2 - 12 PCs	375-750 ea
Science Labs	1	750	Not Applicable		Not Applicable	
Administration	1	150	1	150	2	125
Itinerant Office Space	1	150	N/A		N/A	
Work/Staff/Lunch Room	1	450	1	450	1	450
Student Washrooms	Separate Male and Female		Separate Male and Female		Separate Male and Female	
Staff Washrooms	Separate Male and Female		Separate Male and Female		Separate Male and Female	
Washroom (12 Months of Age and Under)	Not Applicable		Not Applicable		1	87
Childminding Space (Infants)	Not Applicable		Not Applicable		1	87
Childminding Space (All other ages)	Not Applicable		Not Applicable		1	232
Childminding Minimum Gross Motor Space	Not Applicable		Not Applicable		1	475
Intrusion Alarm	YES		YES		YES	
Public Address	Preferred		Preferred		Preferred	
Secure Storage	YES		YES		YES	
LCD Projector Hookup	YES		YES		NO	
Computer Drops	YES	4 Drops Per Classroom	YES	4 Drops Per Classroom	YES	4 Drops Per Classroom
TOTAL SQUARE FOOTAGE Excluding Washrooms	4,125 - 6,000		2,100 - 3,600		9,100 - 10,581	

SCHEDULE "B"

FUNCTIONAL REQUIREMENTS (CONT'D)

The following conditions apply to the EAL space as per the Care for Newcomer Children Requirements (CNCR) 2012 - APPENDIX 1: MANDATORY ITEMS FOR A CNC SPACE:

Requirements:

- 1 The building **MUST** meet the requirements of fire and other local authorities.
- 2 Pathways to emergency exits **MUST** be clearly marked and free of obstruction. (Describe routes elsewhere in the Form.)
- 3 Staff **MUST** have direct access to reliable communications equipment.
- 4 Storage space **MUST** be available.
- 5 The space **MUST** be clean.
- 6 The space **MUST** be well-ventilated.
- 7 There **MUST** be sufficient light for activities and supervision.
- 8 The space **MUST** include a washroom or be close to a washroom.
- 9 The washroom **MUST** give children access to hot and cold running water.
- 10 The hot water temperature **MUST** be adjusted to prevent scalding.
- 11 There **MUST** be a sink with hot and cold running water that could be used for diapering, if applicable.
- 12 Windows that are accessible to a child **MUST** be limited to opening less than 10 cm.
- 13 Hot water pipes and heating units, including baseboard heating devices, **MUST** be inaccessible to a child.
- 14 Loose or exposed electrical wires **MUST** be inaccessible to a child.
- 15 Electrical equipment and appliances that pose a threat **MUST** be inaccessible to a child.
- 16 Room dividers, barriers, bookcases and other pieces of heavy furniture **MUST** be firmly in place.
- 17 Unused electrical outlets **MUST** have covers.
- 18 Strings and cords long enough to encircle a child's neck **MUST** be inaccessible to a child.
- 19 Outdoor play equipment and installation **MUST** meet current CSA standards.
- 20 Outdoor areas to be used for children's activities **MUST** be free of items that could harm a child.
- 21 Any outdoor area for a child under 6 years old **MUST** be enclosed by a fence that is at least 4 feet high.
- 22 Any outdoor area for a child under 6 years old **MUST** have an unobstructed gate door that opens out from the inside.
- 23 All indoor and outdoor space **MUST** be well-maintained and free of hazards.
- 24 Exact measurements of each indoor and outdoor activity space proposed for CNC.
- 25 Approval details including the type of CNC for which the space is approved and whether approval is conditional on completion of any changes to the space.
- 26 Contact information **MUST** be provided for any other organization that has responsibility for the space.

Following is a further description of new space requirements to accommodate the dedicated childcare space within the EAL Program space:

According to the new requirements from Care for Newcomer Children (through CIC), HRSB requires a minimum of twenty-two (22) square metres of useable indoor activity space for each child up to 8 children, and a minimum of 2.8 square metres of useable indoor activity space for each additional child. HRSB anticipates 12-16 children. In addition, for a program with 1-8 children, a minimum of forty-five (45) square metres of additional useable indoor or outdoor gross motor space is required. Additional space is required for 12-16 children.

SCHEDULE "C"

PHYSICAL REQUIREMENTS

GENERAL REQUIREMENTS

1. SPACE REQUIRED

1.1 Category and Amount of Space Required

Approximately 15,000 – 20,000 square feet of usable, turnkey, finished, minimum Class B leased accommodation as defined by the Building Owners and Managers Association International (BOMA). The Tenant reserves the right to adjust this amount upward or downward to suit final floor plan arrangements.

FLEC and YPT are permitted to occupy and be delivered within the same space, however, EAL must be in a separate space (but can be in the same building). Provide square foot area of each program space and list square foot area of each internal space on the drawings included in your Proposal.

1.2 Turnkey is defined as "finished space" meaning space within a completed shell, with finished floors and ceilings, windows, finished columns, finished demising walls and interior partitions, window and floor coverings, entry and exit doors, along with the requisite building operating systems, telecommunication requirements, design services, and equipment to provide the services and maintain the conditions set out in the Requirements.

1.3 All finishes, coverings, systems and equipment required to be provided in space offered shall be in new or like-new condition.

1.4 The HRSB strives to be a socially and environmentally conscience corporate citizen and to this end and notwithstanding the following Schedule, requires the Landlord to provide a building that is energy efficient and incorporates green building standards and features. This includes the physical structure, as well as any Tenant improvements or finished refreshments during the course of the lease term.

2. PARKING AND PUBLIC TRANSIT ACCESS

2.1 The tenant parking requirements (staff reserved spaces) are as follows:

FLEC – 5
YPT - 5
EAL – 12

2.2 Additional parking spaces for students are not mandatory, but will be favourably considered by the HRSB. Include in your proposal details of additional parking available at the proposed property/location.

2.3 Access to public transit is required, include in your proposal details of this at the proposed property/location.

3. TELECOMMUNICATIONS SERVICE PROVIDERS

3.1 There shall be no restrictions of any kind placed on the Tenant's ability to select and use the telecommunications company of its choice to provide telecommunications services to the premises being leased by the Tenant or the Tenant's right to change any such service provider from time to time, in the sole discretion of the Tenant. All incumbent local exchange carriers and competitive local exchange carriers selected by the Tenant to provide its telecommunications services in the leased premises shall be permitted

access to the building in which the leased premises are located to enable them to install, maintain, remove, or service the Tenant's telecommunications equipment, including without limitation, access for the purpose of establishing a point of presence in the building's main telecommunications room or point of presence room and connection rights to use the risers or in-building wire, whether owned or controlled by the Landlord, local exchange carriers, or another party. Failure by the Landlord to comply at any time with the foregoing requirements shall be cause for the Tenant to terminate the Lease.

4. SERVICES/EQUIPMENT

- 4.1 The Landlord shall, during the term, at its own expense and to the satisfaction of the Tenant, provide and maintain the following:
 - 4.1.1 a constant supply of hot and cold potable water to all washbasins and sinks with mechanical re-circulation to maintain the hot water temperature available to each such fixture at a constant temperature of 49 degrees Celsius;
 - 4.1.2 all heating, ventilation, air conditioning, air circulation and humidity control required in and for the premises to maintain the conditions specified in the PHYSICAL REQUIREMENTS, MECHANICAL STANDARDS;
 - 4.1.3 all electrical power required on the premises and replacement of lamps, ballasts and fuses;
 - 4.1.4 lighting which at desk top level in office areas and at floor level in all other areas shall not be less than the levels of illumination specified in the PHYSICAL REQUIREMENTS, ELECTRICAL STANDARDS;
 - 4.1.5 through application of the latest edition of the National Building Code of Canada, any or all of the following:
 - 4.1.5.1 a fire alarm system for use in emergency situations and the system shall be connected to the local fire department where this service is available to the community;
 - 4.1.5.2 a sprinkler system;
 - 4.1.5.3 a stand pipe and hose system;
 - 4.1.5.4 emergency lighting as required by the latest edition of the National Building Code of Canada and an auxiliary supply of electricity and power for emergency services and systems, throughout the building, including the computer server room, whenever a failure in the normal supply of electricity and power occurs;
 - 4.1.6 a constant supply of all dispensary items and deodorant blocks and all maintenance and repairs from time to time required to keep lavatory and toilet room equipment and accessories in good operating condition;
 - 4.1.7 removal of ice and snow from all outside parking spaces and the roadways, walks, steps and fire exits leading to and from the premises, all such parking spaces, roadways, walks, steps and fire escapes to be kept, at all times, free and clear of snow and ice;
 - 4.1.8 all maintenance and repairs required to keep the common areas at all times clean, tidy, free and clear of any refuse, garbage, waste products and, obstructing materials whatsoever, and in good condition and repair;
 - 4.1.9 removal of garbage from the premises whenever and so often as may be necessary and, in any event, not less often than once daily, to keep the premises at all times neat, tidy and free and

clear of any refuse, garbage, waste products and obstructing materials whatsoever;

- 4.1.10 directory boards in the ground floor lobby of the building and in the elevator lobby of each floor of the premises, as such may apply, including suitable identification, in the English language, of the occupants of the premises to the approval of the Tenant;
 - 4.1.11 all labour and materials for the cleaning of the premises, the furnishings therein, the windows of the premises and the common areas and the Landlord shall, at all times during the term clean said premises, furnishings, windows and common areas, and keep same clean and free of dust and dirt, and maintain the grounds forming part of the Lands, in the manner and not less often than as specified in Appendix 'A' attached to Schedule "E".
 - 4.1.12 elevator service in accordance with NATIONAL BUILDING CODE AND PROVINCE OF NOVA SCOTIA BUILDING STANDARDS.
 - 4.1.13 window, wall and floor coverings as specified in the Physical Requirements, Architectural Standards and replacement thereof whenever required by reason of wear and tear;
 - 4.1.14 safe and convenient access to and from the premises for disabled persons and facilities in and about the premises for the use of disabled persons, all as specified in the Physical Requirements; and
 - 4.1.15 a complete and current list of names, telephone numbers and addresses of the Landlord's employees, servants and agents who may be contracted at any time in the event of emergency or failure of any service to be provided by the Landlord, as herein specified, or for the purpose of making repairs as may be required to restore such service.
- 4.2 The Landlord shall permit the Tenant to install signs within the premises, related common areas, public areas and in a visible location to be mutually agreed upon, between the parties hereto, to the building exterior, in accordance with the established signage policy to meet the spirit and intent of the Province of Nova Scotia.
 - 4.3 The Landlord shall permit the installation of meters and other facilities required and access, from time to time, to the premises, of all persons engaged in the making of such installation and the taking of readings from, and maintaining, such meters and other facilities.

5. CLEANING SCHEDULE

As outlined in Appendix 'A' attached to Schedule "E".

NOTE NO. 1.

Although frequency is defined as daily, Landlord must be prepared to provide cleaning services either during normal working hours or after hours as specified by the Tenant. There is to be no additional charge for daytime cleaning.

6. GENERAL STANDARDS

6.1 CODES

The building must comply with all applicable requirements of Municipal bylaws, Provincial and Federal laws and the latest edition of the National Building Code of Canada.

6.2 COMPATIBILITY

The physical characteristics of the building must be compatible with the surrounding area, including

neighbouring land uses and with the Tenant's intended use of the space.

6.3 SITE ACCESS

6.3.1 Vehicular and pedestrian access to and from the building must be compatible with surrounding patterns and meet the specific requirements of the Tenant.

6.4 RECYCLING

6.4.1 The Halifax Regional School Board supports and encourages good waste management practices in all the leased accommodations. Landlords are required to have, in place, adequate facilities to accommodate the collection and disposal of all recyclable and organic materials for compost in accordance with local municipality and provincial regulations.

7. TELECOMMUNICATION WIRING STANDARD

It is the responsibility of the Landlord to provide telecommunication wiring for the leased accommodations in accordance with operational needs of the Tenant.

The Nova Scotia Government's Structured Cabling Standards applies to all telecommunication wiring installations which are either owned or leased. (Nova Scotia Government's Structured Cabling Standards are available online at <http://www.gov.ns.ca/tran/> under 'Quick Links, Auctions/Tenders'.)

8. ARCHITECTURAL STANDARDS – BUILDING

8.1 DESIGN

- 8.1.1 The building must be designed to facilitate the easy circulation of occupants during normal and emergency evacuation conditions.
- 8.1.2 The Proponent shall submit details on the interior finishes intended to be used. As noted above, the Landlord shall provide a building that incorporates green building standards and features.
- 8.1.3 Private office spaces shall be designed to provide adequate sound barrier from adjacent occupancies.

8.2 WINDOWS

- 8.2.1 Exterior windows must be provided in quantity and quality which, in the opinion of the Tenant, are complementary with the intended use.
- 8.2.2 It is the desire of the HRSB to have the usable space designed in such a way that all areas including private office spaces be provided with daylighting, either direct or indirect.

8.3 FIRE SAFETY

The building must contain fire safety systems and equipment in accordance with the requirements of all applicable codes, laws, bylaws and following the specific requirements of the Provincial Fire Marshall.

8.4 COMMON AREAS

- 8.4.1 The type, quality and standard of finishes, fittings and equipment in all areas of the building to be used by the Tenant in common with other Tenants must conform to the best commercial

practice and be compatible with the quality and standard of finishes, fittings and equipment to be provided in the premises.

8.4.2 All stairways serving the premises are to have tactile warning strips on the floor surface.

8.5 BARRIER-FREE ACCESS

8.5.1 The lands, building, premises and facilities (including washrooms) and services provided by the Landlord pursuant to these documents must be accessible to and safely usable by persons with disabilities. All applicable standards in accordance with the latest edition of the National Building Code of Canada and the Provincial Building Code Regulations must be followed.

8.6 WASHROOMS

Separate washrooms for men and women must be provided in accordance with the latest edition of the National Building Code. The following washroom accessories must be provided:

8.6.1 mirrors (including mirror designed for use by disabled persons);

8.6.2 liquid or lather type soap dispensers;

8.6.3 universal type towel dispenser;

8.6.4 waste receptacle;

8.6.5 toilet tissue dispenser;

8.6.6 deodorizing fixture;

8.7 ENTRANCE DOORS

Doors leading to the building and the premises (including storage areas) must be equipped with non-removable pins and security type, heavy duty, lock sets.

8.8 VESTIBULES

Entrance to the building and the premises from the exterior must have enclosed vestibules with good quality walk-off mats or floor grilles.

8.9 ASBESTOS/FORMALDEHYDE

8.9.1 The building must be free and kept free of friable asbestos material subject to verification by inspections of the building by the Department of Labour and Advanced Education.

8.9.2 The building must be free of hazardous formaldehyde.

8.10 OPERATION OF EQUIPMENT

The heating and cooling systems, elevators and other mechanical or electrical systems in the building must be operated at all times by competent and trained personnel. Regular servicing and maintenance as recommended by the various manufacturers must be provided to all such systems.

8.11 ELEVATORS

8.11.1 Elevators must be provided in the building when any portion of the leased space (including

storage and parking spaces) is located at any floor level other than the ground floor (includes all floors above and below the main entrance level).

- 8.11.2 Elevators must permit efficient handling of the building population under peak load conditions in accordance with code requirements.
- 8.11.3 Elevator cars must be fully automatic or manned daily at all times between the hours 7:00 a.m. and 6:30 p.m., in each and every day.
- 8.11.4 Elevator service must provide for the loading and movement of large items of furniture.

8.12 SNOW REMOVAL

- 8.12.1 Snow/ice to be removed and salt/sand applied to walkways, parking lot areas, sidewalks, fire hydrant accesses, and exterior waste container access to ensure spaces is ready for staff, no later than 7:00 am each work day.

8.13 HOURS OF OPERATION

- 8.13.1 As indicated in Schedule B.

9. MECHANICAL STANDARDS

SPACE COMFORT STANDARDS

9.1 GENERAL

The following comfort standards apply to air conditioning in spaces where sedentary adult activity may be expected. Standards for other types of occupancy or the environments related to standards other than for human comfort to be as per National Building Code (latest edition) and all reference standards.

9.2 TEMPERATURES

Occupied Period Acceptable Temperature Range

Limiting Maximum Temperature: 26.7° C (80 F)
(Temperature not to remain in this range for more than 3 hours/day or 120 hours/year)

Normal Maximum Temperature: 25° C (77° F)

Normal Comfort Range: 22° - 24° C (72 – 75 F)

Normal Minimum Temperature: 21° C (70° F)

Limiting Minimum Temperature: 20° C (68° F)
(Temperature not to remain in this range for more than 3 hours/day or 40 hours/year)

The heating/air conditioning system shall be capable, with 99% reliability, of maintaining the dry bulb air temperature in space within the range of 20° to 23.5° C during the heating season and 23° to 26° C during the cooling season.

9.3 RELATIVE HUMIDITY

- 9.3.1 At all points in occupied zones, relative humidity must be maintained between the levels of

30% (winter design) and 60% (summer design).

9.3.2 Rate of change of relative humidity at any point in occupied zones must not exceed 20% per hour within the limits specified above.

9.4 AIR SUPPLY

9.4.1 Irrespective of season or heating/cooling load, with a 99% reliability, a minimum of 7.5 litres/second (15 cubic feet/minute) of tempered fresh (outside) air shall be supplied to all occupant accessible areas. (or, per latest ASHRAE 62)

9.4.2 Irrespective of season or heating/cooling load, with a 99% reliability, a minimum of 10 litres/second (20 cubic feet/minute) per occupant of tempered fresh air shall be supplied to each normally occupied occupant space including open plan work space, office space and the designed capacity of each classroom, conference or meeting room. (or, per latest ASHRAE 62)

9.4.3 Irrespective of season or heating/cooling load, with a 99% reliability, a minimum of 5 litres/second (10 cubic feet/minute) per occupant (based on design capacity) of tempered fresh air shall be supplied to each classroom space. (or, per latest ASHRAE 62) There shall be a minimum of two supply air diffusers per classroom.

9.4.4 The tempered fresh air supply required may be integrated in a recirculating heating/ventilating/air conditioning system, provided the minimum quantities of fresh (outside) air specified are provided to each location and provided also that a minimum of 10% of fresh (outside) air is supplied to the recirculating system at all times.

9.4.5 The fresh air supply to the ventilating system shall be located away from sources of pollution such as roadways and vehicle loading bays.

9.4.6 The ventilating system shall be designed to prevent re-entrainment of exhaust contaminants, condensation, freeze-ups and growth of microorganisms. Fax/photocopier areas shall be directly exhausted to the outdoors to remove odours and contaminants.

9.4.7 There shall be no noise, vibration or odours such as food or chemicals, detectable on the premises in sufficient strength so that, in the sole opinion of the Tenant, they are a source of discomfort to staff or an interference with the use of the premises.

9.5 AIR DISTRIBUTION

9.5.1 Each occupied space shall have air distributed to it from one hour before the start of normal occupied hours until one hour after the end of normal occupied hours.

9.5.2 The maximum velocity of air movement, created by the ventilating system, shall not exceed 4.6 feet/second.

9.5.3 The minimum velocity of air movement created by the ventilating system shall be not less than 0.5 feet/second in the heating season and not less than 0.82 feet/second in the cooling season.

9.5.4 The ventilating system shall supply air continuously to each space including periods when the temperature of that area is at the set point. The effect of this provision shall be to provide at least the minimum volume of fresh air required at all times.

9.5.5 An air balancing report must be provided to the Tenant prior to the occupation of the premises which shall include air quantities at each outlet. Provide if requested, a spot check on each

system. If actual quantities do not agree with the balance report, the Landlord's contractor may be called upon to re-balance the system until satisfactory to the HRSB.

9.6 TEMPERATURE CONTROL

9.6.1 The heating/air conditioning system shall be equipped with thermostatic controls for each enclosed space and each open plan work area.

9.7 CHEMICAL CONTAMINANTS

9.7.1 The airborne concentration of carbon dioxide, at the point of air discharge from the ventilating system into any one occupant area, shall not exceed an eight hour time-weighted average concentration of 1000 parts per million.

9.7.2 The airborne concentration of carbon monoxide, at the point of discharge from the ventilating system into any occupant area, shall not exceed a one hour time-weighted average concentration of 35 parts per million.

9.7.3 The airborne concentration of carbon monoxide, at the point of discharge from the ventilating system into any occupant area, shall not exceed more than once per year an eight hour time-weighted average concentration of nine parts per million.

9.7.4 The airborne concentration of formaldehyde, at the point of discharge from the ventilating system into any occupant area, shall not exceed a 15 minute time-weighted average concentration of 0.1 parts per million.

9.7.5 The airborne concentration of formaldehyde, at the point of discharge from the ventilating system into any occupant area, shall not exceed an eight hour time-weighted average concentration of 0.03 parts per million.

9.7.6 The airborne concentration of ozone, at the point of discharge from the ventilating system into any occupant area, shall not exceed an eight hour time-weighted average concentration of 0.05 parts per million.

9.7.7 The airborne concentration of ozone, at the point of discharge from the ventilating system into any occupant area, shall not exceed an instantaneous concentration of 0.1 parts per million.

9.7.8 The airborne concentration of total volatile organic compounds, at the point of discharge from the ventilating system into any occupant area, shall not exceed an eight hour time-weighted average concentration of 1.0 milligrams per cubic metre of air. (The target standard for total volatile organic compounds is an eight hour time-weighted average concentration of 0.6 milligrams per cubic metre of air.)

9.7.9 In measuring total volatile organic compounds to determine compliance with 5.1.8.8, no individual volatile organic compound shall exceed 10% of the total volatile organic compounds present. In any case, where a single volatile organic compound does exceed 10% of the total volatile organic compounds present, that compound shall be evaluated separately.

9.7.10 For airborne chemical substances not listed herein, and for single volatile organic compounds which are required to be evaluated separately, the airborne concentration of any individual substance, at the point of discharge from the ventilating system into any occupant area, shall not exceed one-tenth of the most recent Threshold Limited Value(s) established for that chemical substance by the American Conference of Governmental Industrial Hygienists.

9.8 AIRBORNE SUSPENDED PARTICULATES

9.8.1 The airborne concentration of total suspended particulates, at the point of discharge from the

ventilating system into any occupant area, shall not exceed a 24 hour time-weighted average concentration of 260 micrograms per cubic metre of air. (The target standard is a 24 hour time-weighted average concentration of 150 micrograms per cubic metre of air.)

9.8.2 The airborne concentration of total suspended particulates, at the point of discharge from the ventilating system into any occupant area shall not exceed a yearly time-weighted average concentration of 75 micrograms per cubic metre of air.

9.8.3 The airborne concentration of respirable suspended particulates, at the point of discharge from the ventilating system into any occupant area, shall not exceed a 24 hour time-weighted average concentration of 150 micrograms per cubic metre of air.

9.8.4 The airborne concentration of respirable suspended particulates, at the point of discharge from the ventilating system into any occupant area, shall not exceed a yearly time-weighted average concentration of 50 micrograms per cubic metre of air building.

9.9 SPRINKLER DESIGN AND INSTALLATION

Standards as indicated by the National Fire Code of Canada and National Fire Protection Association (NFPA) requirements.

10. ELECTRICAL STANDARDS

10.1 GENERAL

All electrical fixtures, fittings, wiring devices and installations must comply with all applicable requirements of the Canadian Electrical Code, Canadian Standards Association, Municipal bylaws and Provincial laws.

Lighting and power panels relating to the premises must be readily accessible to the Tenant.

10.2 ILLUMINATION LEVELS

Lighting at desk top level (30" above floor level) in office/classroom areas and at floor level in all other areas must be not less than the following average, maintained levels of illumination:

Illumination Level (LUX)	Area
500	Offices and Classrooms
300	Hallways or Corridors, Stairways, Washrooms, Elevators, Escalators, Entrance Foyers, Elevator Lobbies, Storage Space
10	Traffic Lanes, Parking Spaces, Parking Entrances

SCHEDULE "D"

RISK MANAGEMENT AND SAFETY

A. INDEMNIFICATION AND INSURANCE

1. Indemnity and Waiver:

Landlord shall be liable to HRSB for and shall indemnify and save harmless HRSB from and against any and all claims, suits, demands, awards, actions, proceedings, losses, judgments, costs, damages, settlements or expenses (including legal costs on a solicitor and own client basis) suffered or incurred by HRSB that arise out of, result from, are based upon or are in any way connected with the Lease, including without limitation:

- (a) those resulting from any act or omission on the part of Landlord or its employees, agents and subcontractors;
- (b) those resulting from any action, suit or proceeding brought by any third party;
- (c) those brought in respect of personal injury (including injury resulting in death) or damage or destruction of tangible or intangible property, including HRSB's property;
- (d) those made under workers' compensation legislation;
- (e) those legal costs and fines resulting from the failure of Landlord, its employees, agents or subcontractors to comply with any applicable laws, regulations, by-laws, rules or orders of any government, authority or body having jurisdiction, whether identified in the Lease or applicable by-law;
- (f) those resulting from the release, discharge, seepage or other escape of any substance including chemicals, hazardous or toxic materials, substances, pollutants, contaminants or wastes, whether liquid, gaseous or of any other nature or for any breach of any applicable environmental legislation;
- (g) those resulting from any labourers', materialmen's, or mechanics' liens arising from or relating to the performance of the Lease;
- (h) those brought for actual, alleged, direct or contributory infringement of any patent, trade mark, copyright, trade secret or other intellectual property right, including breach of obligations of confidentiality; and
- (i) any other claims, expenses, costs, and losses suffered, incurred or sustained by HRSB.

The foregoing liability, indemnification and hold harmless provisions shall apply to anything done or not done in connection with the Lease and by whomsoever made, regardless of whether it was caused by the negligence of Landlord or otherwise. Landlord shall make no claim or demand against HRSB for any injury (including death), claim, expense, loss or damage to property suffered or sustained by Landlord or any other person which arises out of, or is connected, with the Lease or anything done or not done as required hereunder, or any other errors or omissions of Landlord, and hereby waives as against HRSB all such claims and demands.

The foregoing indemnity and waiver given by Landlord shall not apply to the extent of HRSB's own negligence. The onus of establishing that HRSB was negligent shall be upon Landlord. HRSB shall not be deemed to have caused or contributed thereto merely by reason of its knowledge, approval or acceptance of the materials, drawings, specifications, supplies, equipment, procedures or services of Landlord.

For the purposes of this Section, any reference to "HRSB" shall include HRSB, together with the employees, directors, officers, superintendents, trustees, representatives and agents of HRSB; and any reference to "Landlord" shall include Landlord's directors, officers, employees, affiliates, representatives, agents and subcontractors.

2. Insurance:

Landlord shall, at its own expense, obtain and maintain during the term of the Lease, in a form and with an insurance company satisfactory to HRSB, policies of:

- (a) Commercial General Liability, with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or occurrence and in the aggregate with respect to bodily injury, personal injury and property damage, including loss of use thereof, which policy shall by its wording or by endorsement:
 - (i) include HRSB, its officers, directors, employees, agents and trustees as an additional insured with respect to the obligations assumed by Landlord under the Lease;
 - (ii) provide that, in relation to the interests of each additional insured, the Insurance shall not be invalidated by an action or inaction any other person other than the respective additional insured;
 - (iii) include a "cross liability" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (iv) extend to cover blanket contractual liability, including the insurable liabilities assumed by Landlord under the Lease;
 - (v) extend to cover products and completed operations; such products and completed operations coverage, whether by specific policy endorsement respecting the services or by renewal of any annual practice policy, shall be kept in force during the supply of services and for a further period of 24 months following completion of supply of the services;
 - (vi) extend to cover non-owned auto liability coverage; and
 - (vii) not exclude any existing property of HRSB, but shall treat same as "third party property".
- (b) Employer's Liability Coverage which shall not be less than \$5,000,000 for each employee where Workers' Compensation coverage does not exist or the profession/trade has been indicated to be exempted from Workers' Compensation coverage.
- (c) Automobile public liability and property damage insurance in an amount not less than Two Million Dollars (\$2,000,000) all inclusive covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Landlord and used in connection with the Lease; and
- (d) Property "All Risks" insurance covering Landlord's owned property, including Landlord's equipment, where applicable, and property of others in the care, custody, or control of Landlord or for which the Landlord has assumed liability, all including while in transit or storage, on a replacement cost basis. With respect to any property of HRSB, such policy shall contain a loss payee clause in favour of HRSB;

(collectively, the "Insurance").

Landlord shall ensure that the above Insurance policies:

- (a) are endorsed to provide HRSB with not less than thirty (30) days written notice in advance of cancellation, change or amendments restricting coverage;
- (b) do not include a deductible that exceeds such maximum amount that a reasonably prudent business person would consider reasonable; and
- (c) take the form of an occurrence basis policy and not a claims-made policy.

Landlord shall, before any services are performed, provide HRSB with a copy of the certificates of insurance and, if requested by HRSB, the insurance policies evidencing all the coverage stipulated above, and HRSB may withhold payment of any invoice until it receives evidence of such coverage. Failure for any reason to furnish this proof at any time shall be a breach of the Lease, allowing the HRSB to terminate the Lease or at the HRSB's option, to supply such insurance and charge the cost to Landlord. The HRSB may require Landlord to have the HRSB added as an insured party to the insurance policy and/or require Landlord to furnish a certified copy of the policy for such insurance.

Landlord shall not make or cause to be made any modification, or alteration to the Insurance, nor do or leave anything undone, which may invalidate the Insurance coverage. Landlord shall be responsible for any deductible and excluded loss under the Insurance.

Landlord shall cause all subcontractors performing services to obtain and maintain the Insurance policies required by this Section.

Landlord agrees that the insurance coverage required to be maintained by it under the provisions of the Lease shall in no manner limit or restrict its liabilities under the Lease. HRSB reserves the right to maintain the insurance in good standing at Landlord's expense and to require Landlord to obtain additional insurance where, in HRSB's reasonable opinion, the circumstances so warrant.

B. COMPLIANCE WITH LEGISLATION AND REGULATIONS

1. Compliance

Landlord shall comply with and shall ensure all of its agents, employees and subcontractors comply with all applicable laws and regulations, including all safety, health and environmental requirements pursuant to any government permit, license, or authorization. Landlord shall at its cost obtain all permits and licenses required by any governing authority in order to enable Landlord to provide its goods and services and otherwise perform its obligations under the Lease.

2. Labour Code

Landlord shall comply with all applicable provisions of the *Labour Code* (Nova Scotia) and the *Employment Standards Act* (Nova Scotia) and all regulations and amendments thereto.

3. Workers' Compensation Legislation

Landlord shall comply with the *Worker's Compensation Act* (Nova Scotia) and regulations and amendments thereto, and:

- (a) if any employees perform or assist in the performance of the Lease, the Landlord shall submit, at any time requested by the HRSB, a letter from the Workers' Compensation Board (Nova Scotia) stating that Landlord has an account in good standing with the Worker's Compensation Board;
- (b) the Landlord will make the necessary returns to the Workers' Compensation Board in accordance with government regulations and will pay all fees and contributions required in connection therewith. The cost of compensation will be included in the price payable under the Lease; and
- (c) the Landlord shall submit a clearance from the Workers' Compensation Board that all fees and contributions have been paid before final payment is made by the HRSB under the Lease.

4. Canada Safety Council and Associated Standards

All electrical, electronic and gas-fired equipment must bear the required approval markings, being C.S.A. approved for entirely electrical or electronic equipment and C.G.A. or C.S.A. approved for gas fired equipment. All other similar equipment approvals must also be obtained. It shall be the responsibility of the Landlord to obtain all applicable approvals, at its own expense.

5. Nova Scotia Occupational Health and Safety Legislation

Landlord shall comply at all times with the Nova Scotia Occupational Health and Safety Act, Regulations and Code, and its amendments thereto.

C. SAFETY REQUIREMENTS

1. Safety Responsibility

Landlord shall be solely responsible for ensuring the safety and health of its agents, employees and subcontractors and for ensuring that its activities do not compromise the safety of HRSB's operations. Landlord shall provide to its agents, employees and subcontractors, at its own expense, any and all safety gear required to protect against injuries during the performance of the services and shall ensure that its agents, employees and subcontractors are knowledgeable of and utilize safe practices in the provision of the services, such practices to be at least as stringent as those set out in HRSB's safety standards provided to Landlord from time to time.

2. Project Site Protection and Safety

The Landlord shall protect the HRSB's property, staff and students, the Landlord's staff and the public, from damage or injury by providing adequate precautions to make the work site a safe environment at all times. In addition to complying with any safety standards provided to the Landlord by HRSB, the Landlord shall:

- (a) provide all guards and fences and other safety equipment; if applicable.
- (b) respond to reports of hazards by HRSB;
- (c) do the following when work generating vibration, noise or safety concerns (including without limitation jack hammering, shot blasting, sandblasting, concrete cutting and use of powder actuated fasteners) may affect HRSB property, staff, students or operations, if applicable.
 - (i) coordinate with HRSB representatives;
 - (ii) schedule and coordinate hours of work with HRSB input; and
 - (iii) stop operations generating vibration, noise or safety concerns when instructed by HRSB.

3. Hazardous Materials

The Landlord shall:

- (a) develop and implement a written "Hazardous Materials Information" document to ensure that all persons at the work site are made aware of the existence of any hazardous materials such as asbestos, lead-based products, and PCB's;

D. LANDLORD EVALUATION

1. Audit

The HRSB reserves the right to audit Landlords and their subcontractor's health and safety performances during the term of the Lease and upon its conclusion.

2. Evaluation

The HRSB reserves the right to evaluate the performance of the Landlord and such evaluation will be based upon accident/injury data and adherence to this Schedule "B", the HRSB health and safety policies, applicable legislation, and periodic inspections and reports from HRSB employees. Information collected as part of such evaluations may be used for future reference.

E. HRSB REMEDIES FOR LANDLORD NON-COMPLIANCE

1. Emergency Work Stoppage

The HRSB has the authority to stop progress of the work whenever, in its opinion, such stoppage is desirable for any safety-related reason. The Landlord hereby agrees that no claim for loss of time or materials may be made with respect to such stoppage unless the claim for the time and materials and their value are certified in writing by the HRSB as allowable.

2. Termination for Non-Compliance

HRSB may terminate the Lease for non-compliance with health, safety, environmental and other applicable legislation and good industry practice on the part of the Landlord or any subcontractor of the Landlord, as constituting a material breach of the Lease. In addition, the HRSB reserves the right to stop the work of the Landlord in the event of Landlord's non-compliance with applicable legislation or good industry practice. Such work stoppages shall not postpone any agreed to completion dates and any additional cost resulting from such work stoppages shall be borne by the Landlord. Work shall not resume until the Landlord rectifies the reason for non-compliance, to HRSB's satisfaction.

3. Non-Exclusive Remedies

Landlord acknowledges and agrees that the foregoing remedies available to HRSB are non-exclusive to, and may be exercised in conjunction with, any other rights or remedies available to HRSB, under the Lease, at law or in equity, in the event of threatened or actual breach of the Lease, including injunctive relief.

SCHEDULE "E"

FORM OF LEASE

(DO NOT COMPLETE)

THIS NET LEASE made this day, 20

BETWEEN:

[LANDLORD'S NAME], a body corporate, with Head Office at **[location]**, Province of Nova Scotia

(hereinafter called the "LANDLORD")

OF THE ONE PART

- AND -

HALIFAX REGIONAL SCHOOL BOARD, in the Right of the Province of Nova Scotia, represented in this behalf by the Board Chair

(hereinafter called the "TENANT")

OF THE OTHER PART

WHEREAS the Tenant by **RFP #3562 Leased Space Accommodation** called for proposals to supply certain space on a rental basis;

AND WHEREAS the Landlord has submitted a proposal dated **[DATE]**, 2013 and was selected as the successful proponent;

AND WHEREAS the Landlord and the Tenant hereby agree to enter into a lease on the terms and conditions set out herein;

WITNESSETH that in consideration of the rents and terms hereinafter reserved and contained the Landlord and the Tenant covenant and agree as follows:

1. THE PREMISES

The Landlord hereby leases to the Tenant all that certain office space consisting of **[TOTAL SQUARE FEET]** square feet of minimum Class B usable area **[BUILDING NAME/ADDRESS/LOCATION]** as shown on the plan marked Schedule **[XX]** attached to this Lease, hereinafter called the "Premises".

2. DURATION

The duration of this Lease shall be for a period of **[TERM]** commencing on the first day of **[DATE]**, and ending on the 31st day of **[DATE]**.

3. OPTION TO RENEW

The Landlord hereby grants to the Tenant the option to renew this Lease for a further term of **[NUMBER]** years, commencing immediately at the expiration of the initial term, under the same terms and conditions as contained herein, saving this option to renew, and the rental rate; by written notice to the Landlord at least six (6) months prior to the expiration of the term of the Lease. The rental rate must be comparable to the rental rate for comparable Premises at the time of renewal. If the Landlord and Tenant cannot agree on a rate

within one month, then it shall be submitted to arbitration under the Nova Scotia *Arbitration Act*.

4. OVERHOLDING BY TENANT

In the event that the Tenant remains in possession of the demised Premises after the expiration of the term of this Lease without objection by the Landlord and without any written agreement otherwise providing, it shall be deemed to be a tenancy from month to month and subject otherwise to the provisions of this Lease insofar as the same are applicable.

5. RENTAL

The Tenant shall pay to the Landlord as base rent the sum of **[BASE ANNUAL RENT]** per annum during each year of the lease, being a base rental rate of **[BASE AMOUNT]** per square foot of usable area per annum, payable by equal monthly installments of **[BASE MONTHLY RENT]** in advance, beginning on **[DATE]** and continuing to and including **[DATE]**.

Operating Costs and Real Property Taxes are to be paid as additional rent, as indicated in the following articles.

6. OPERATING COST AND ESCALATION

The Landlord and Tenant hereby agree:

In addition to the rent reserved in Article 5 above, the Tenant will pay to the Landlord in equal monthly instalments its proportionate share of Landlord's operating costs for the building on the understanding that the Landlord's operating cost for the Base Year **[YEAR]** is **[RATE]** per usable square foot.

Operating costs means all costs for which the Landlord is responsible and which are reasonable to incur for the maintenance, operation, repair, management and administration of the building including without limitation providing heat, air-conditioning, electricity, water, elevator service, contract cleaning services, supplies, bulb and tube replacement, window cleaning, snow and garbage removal, cleaning and repairing exterior walls, grounds and other areas beyond the Premises, insurance, labour costs for employees of the Landlord directly involved in the maintenance, operation, repair, management and administration of the building, but not marketing expenses, large corporation tax, interest on debt, capital replacement of debt, depreciation, costs properly chargeable to capital, or costs directly chargeable to any tenant.

The Tenant's proportionate share of operating costs shall be equal to the product obtained by multiplying the amount of operating costs by a fraction, the numerator of which is the usable area of the Premises (**_____ SQUARE FEET**) and the denominator of which is the total usable area in the building (**_____ SQUARE FEET**).

Following the end of each calendar year, the Landlord shall furnish the Tenant with a statement of the actual operating costs of the building, showing reasonable detail of all information relevant and necessary to the exact calculation and determination of the Tenant's proportionate share of operating costs. If the Tenant shall have paid greater or less than the actual amount, adjustments shall be made between the parties hereto within a reasonable time after delivery of such statement, subject to the Tenant's rights indicated in the following paragraphs. Adjustments will be made to operating costs paid monthly based on the previous year actuals.

The Tenant reserves the right to examine the accounting records pertaining to the operation of the building and services for the Premises and to disallow any expenses not directly attributable to the maintenance, operation, repair, management and administration of the building.

The Tenant reserves the right to demand an audited statement of the annual operating costs for the building.

7. REAL PROPERTY TAXES

In addition to the amount to be paid by the Tenant to the Landlord previously set out in paragraphs 5 and 6 of this Lease, the Tenant covenants and agrees to pay to the Landlord in equal monthly instalments its proportionate share of real property taxes for the building on the understanding that the Landlord's real property taxes for the Calendar Year ending [YEAR] is [RATE] per usable square foot. Following the end of each calendar year the Landlord shall furnish the Tenant with a receipt showing the actual real property taxes paid for the building and reasonable detail regarding the determination of the Tenant's proportionate share, which shall be calculated in the same manner as Operating Costs. If the Tenant shall have paid greater or less than the actual amount, adjustments shall be made between parties hereto within a reasonable time after delivery of such receipt. Adjustments will be made to taxes paid monthly based on the previous year actuals.

8. SERVICES AND FACILITIES TO BE SUPPLIED BY THE LANDLORD

The Landlord shall provide at its own expense all of the services and facilities required for the operation of the Premises according to the standards expected of a first-class building, including but not limited to the following:

The Landlord shall keep the Premises sufficiently HEATED to maintain a reasonable and even temperature for the comfort of the Tenant.

The Landlord shall keep the Premises AIR-CONDITIONED during the warm weather season in a manner sufficient to maintain a reasonable and even temperature for the comfort of the Tenant.

The Landlord shall provide and pay for ELECTRICITY and fluorescent lighting fixtures in the Premises of a designed illumination of fifty (50) foot candles of light at desk level and the Landlord shall provide reasonable lighting in public passageways, entrances, stairways, washrooms and those parts of the building used in common by tenants.

The Landlord shall provide and install all LIGHTING BULBS, TUBES, BALLASTS AND STARTERS required for the operation of the lighting fixtures provided by the Landlord.

The Landlord shall pay all REAL PROPERTY TAXES assessed to the Premises.

The Landlord shall provide efficient and prompt SNOW REMOVAL from the parking area and access thereto as well as the walkway(s).

Should the Tenant require that electric lighting fixtures and/or switches be installed in any location which would require special wiring, fixtures and/or switches beyond the standard lighting grid of the building, the cost of supplying and installing such additional wiring, fixtures and/or switches shall be paid for by the Tenant.

The Landlord shall regularly CLEAN the Premises according to the GENERAL REQUIREMENTS, CLEANING SCHEDULE, of the tender document, attached to this Lease as Appendix 'A'.

The Landlord shall supply ALL PAPER TOWELS, PAPER CUPS, TOILET TISSUE AND SOAP reasonably required for the operation of the washrooms provided for the use of the Tenant.

The Landlord shall provide an adequate supply of both HOT AND COLD WATER required for the reasonable use of the Tenant.

The Landlord shall supply DRAPES/BLINDS and CARPET for the Premises of a quality suitable for a first-class building.

The Landlord shall provide the Tenant with KEYS to the Premises as well as the main entrance so that the Tenant may make reasonable use of the Premises after normal business hours.

9. ALTERATIONS, REPAIRS, MAINTENANCE

The Landlord shall keep the building, its mechanical and electrical equipment, services and accessories in good repair, including the painting and decorating of the Premises, except for Tenant improvements, in accordance with the standard expected of a first-class building. The Tenant shall repair or replace at its own cost any portion of the Premises damaged through the negligence of the Tenant, its agents, servants or guests.

The Tenant shall permit the Landlord to make all repairs, to perform all acts of maintenance and to perform all necessary work in the building and to enter the Premises for those purposes without any reduction or abatement of rent or indemnity except to the extent that the Premises or parts thereof are rendered as not tenantable thereby, and provided such repairs or other work are completed with due diligence.

The Tenant shall not make any alterations or repairs to the Premises or any other part of the building nor install any fixed or immovable partitions, doors, fixed counters, additional fixtures or services, air-conditioning ducts, additional plumbing facilities or piping, nor make any connection thereto nor cause any wires, pipes or other services to be run into the building without first obtaining the consent in writing of the Landlord.

Any partitions, counters or installations installed by the Tenant may be removed at the option and discretion of the Tenant and shall at all times remain the property of the Tenant, subject to the restoration of the Premises to their original state by the Tenant at the Tenant's cost.

10. DAMAGE OR DESTRUCTION OF THE PREMISES

If during the term of this Lease should the building be damaged or destroyed by fire, explosion, earthquake, the elements or some similar cause or peril, the Landlord, within thirty (30) days of the damage or destruction shall notify the Tenant either that it estimates that repairs to the Premises can be effected within sixty (60) days of the date of such notice, or that it estimates that a period longer than sixty (60) days will be required to effect such repairs, and in the latter case either the Tenant or the Landlord shall be at liberty to terminate this Lease without further liability thereunder by giving the other party written notice of termination at least SIXTY (60) DAYS in advance of the termination date.

11. BARRIER FREE ACCESS

The lands, building, premises and facilities (including washrooms) and services provided by the Landlord pursuant to these documents must be accessible to and safely usable by persons with disabilities. All applicable standards in accordance with the latest edition of the National Building Code of Canada and the Provincial Building Code Regulations must be followed.

12. SUBLET, ASSIGNMENT

Should the Tenant wish to assign this Lease or sublet the whole or any part of the Premises, the Tenant shall first offer to assign or sublet, as the case may be, to the Landlord on the same terms and conditions and for the same rental as provided in this Lease. If the Landlord declines to accept the assignment or sublease according to these terms, the Tenant shall be at liberty to assign or sublet all or any part of the Premises to any other person.

13. INSURANCE-INCREASED RISK

The Tenant shall not be responsible for loss or damage to the Premises unless caused by the negligence of the Tenant, its agents or servants.

The Landlord shall not be responsible for loss or damage to the contents or other property owned by the Tenant unless caused by the negligence of the Landlord, its agents or servants.

14. LANDLORD'S COVENANT TO INSURE

The Landlord shall obtain, maintain and pay for fire insurance on the building, excluding all chattels of the Tenant. Such insurance shall contain a waiver of subrogations by insurers against the Tenant and its subtenants. The Landlord further agrees to obtain and maintain public liability and property damage insurance on the building and land for an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence.

15. MODIFICATION OF LEASE

Failure of either party to insist upon strict performance of any covenant or condition of this Lease or to exercise any right or option hereunder shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, right or option. No assent or consent to any variation of any covenant or condition of this Lease shall be valid unless done in writing and identified with this Lease. The acceptance of any rent or the performance of any obligation hereunder by a person other than the Tenant shall not be construed as an admission by the Landlord of any right, title or interest of such person as sublessee, assignee, transferee or otherwise in the place and stead of the Tenant.

16. TENANT MAY PERFORM LANDLORD'S COVENANTS

If the Landlord shall fail to perform any of the covenants or obligations of the Landlord under or in respect of this Lease, the Tenant may from time to time, in its discretion, perform or cause to be performed any such covenants or obligations or any part thereof and for such purpose may do such things as may be requisite, including without limiting the foregoing, entering upon any portion of the building and doing such things upon or in respect of the building or any part thereof as may be necessary to fulfill the Landlord's covenants. All reasonable expenditures made by the Tenant to fulfill the obligation of the Landlord's covenants may, in addition to any other remedy, be deducted from the amount due to the Landlord as rent.

17. TENANT RESPONSIBILITIES

The Tenant shall be responsible to provide front desk security during regular business hours and any security required after business hours for meetings or other special events.

18. OCCUPANCY TAX

The Tenant shall pay any business occupancy tax and assessment charged, now or in the future, against the Premises or in respect of the personal property, fixtures, furniture, and facilities of the Tenant, as and when the same become due. It is the Landlord's responsibility to forward any business occupancy tax bills, for which the Tenant is responsible, to the Tenant immediately upon receipt.

19. GOVERNING LAW

This Lease shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and subject to the jurisdiction of its Courts.

20. ENTIRE AGREEMENT CLAUSE

This Lease Agreement constitutes the Entire Lease Agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing, agreements, and all other communications between the parties unless specifically addressed in the Lease Agreement.

21. RULES AND REGULATIONS

The Landlord may establish Rules and Regulations relating to the building and the use of the leased Premises and the Tenant agrees that the Tenant's employees shall be bound by and shall observe the Rules and Regulations. The Landlord shall provide written notice of all such Rules and Regulations and

amendments thereto which shall be deemed to be incorporated into and form part of this Lease.

22. NOTICE

Any notice which either of the parties is required or permitted to give pursuant to this Lease shall be deemed to be duly given, if intended for the Tenant, when delivered personally or when sent by registered mail to the Tenant at **[TENANT'S ADDRESS]**, and, if intended for the Landlord, when delivered personally or when sent by registered mail to the Landlord at **[LANDLORD'S ADDRESS]** or such other address as the Landlord may from time to time designate in writing.

23. DISPUTE RESOLUTION

Any dispute between the Landlord and the Tenant as to the interpretation, application or administration of this Lease or any failure to agree where agreement between the parties is called for, which are to be resolved between the parties (a "Dispute") shall be resolved in accordance with this Article 23.

Either the Landlord or the Tenant may give notice in writing of a Dispute ("Dispute Notice").

Following the delivery of a Dispute Notice, the Landlord and the Tenant shall use best efforts to resolve the Dispute.

If the Landlord and Tenant agree to use mediation, the following shall apply:

- (a) Mediation shall take place on a confidential, without prejudice, basis with a single trained mediator who is a member of the Nova Scotia Arbitration and Mediation Society, jointly selected by the Contractor and the HRSB (the "Mediator"). The Mediator must be impartial and independent with no involvement in the Dispute. This impartiality must be assessed by each of the parties prior to mediation. If a bias or perception of bias develops during the mediation, either party or the Mediator may terminate the mediation.
- (b) The Landlord, the Tenant and the Mediator shall agree on the fees, timing and any specific procedures and shall share the costs of mediation equally. All parties shall agree to and sign an agreement to mediate drawn up by the Mediator prior to mediation.

If the parties do not agree to mediation, or if the mediation does not resolve the Dispute, the following shall apply:

- (a) The Dispute shall be resolved in accordance with the *Arbitration Act* (Nova Scotia), by a single arbitrator appointed by the Nova Scotia Arbitration and Mediation Society (the "Arbitrator").
- (b) The final decision of the Arbitrator shall be binding on the Landlord and the Tenant.
- (c) The Landlord and the Tenant shall share the costs of arbitration equally, unless otherwise determined by the Arbitrator.

IN WITNESS WHEREOF **[LANDLORD'S NAME]** and **THE HALIFAX REGIONAL SCHOOL BOARD** have caused this Lease to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

WITNESSED BY:

)	
)	[LANDLORD'S NAME]
)	
)	
)	
)	
)	
)	
)	
)	
)	
)	
Witness for the Halifax Regional School Board)	The Chair, Halifax Regional School Board
)	
PROVINCE OF)	
COUNTY OF)	

On this day of A. D., 20, before me, the subscriber, personally came and appeared, a subscribing witness to the foregoing Indenture, who having been duly sworn, made oath and said that **[LANDLORD'S NAME]**, one of the parties thereto, caused the same to be executed in its name and on its behalf and at the same time caused its Corporate Seal to be hereunto affixed by..... its proper officer duly authorized in that behalf, in h presence.

A Barrister of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA)
COUNTY OF HALIFAX)

On this day of A. D., 20, before me, the subscriber, personally came and appeared, a subscribing witness to the foregoing Indenture, who having been duly sworn, made oath and said that **THE HALIFAX REGIONAL SCHOOL BOARD**, one of the parties thereto, caused the same to be executed in its name and on its behalf and at the same time caused its Corporate Seal to be hereunto affixed by its proper officer duly authorized in that behalf, in h presence.

A Barrister of the Supreme Court of Nova Scotia

APPENDIX "A" to SCHEDULE "E"

CLEANING SCHEDULE

	AREA TO BE CLEANED	TYPE OF CLEANING	FREQUENCY
1.	Walls and Partitions	Spot Clean	Daily
2.	Radiators, Grilles & Air Diffusers	Vacuum Wash Dust (Radiators)	Once/6 Months Every 3 Months Daily
3.	Notice Boards	Clean	Once/Month
4.	Hose Cabinets	Clean & Dust	Every 2 Months
5.	Window Sills	Dust	Daily
6.	Stairs & Landings	Dust & Sweep	Daily
7.	Floors – Linoleum, Tile, Etc.	Sweep Spray Buff Wash & Wax Strip & Refinish Spot Mop	Twice/Week Every 2 Weeks Every 2 Weeks Every 2 Weeks Daily
	Walk Off/Slush Mats	Spot Mop Machine Scrubbed Vacuum/Clean	Daily Once/Year Daily
	Floors – Terrazzo	Wash & Buff Strip & Reseal	Weekly Once/Year
	Floors – Carpet	Vacuum Spot Clean Deep Steam Clean (or equivalent)	Twice/Week Daily Once/Year
	Baseboards	Dust	Daily
8.	Washrooms - Fixtures & Floors	Clean & Disinfect As per 7 above. All Floors to be Washed Floors Machine scrubbed Strip & Refinish	Daily Daily Monthly Twice/Year
	- Walls & Partitions	Dust & Spot Clean Wash	Daily Once/Month
	- Washroom Supplies	Replenish	Daily
	- Refuse	Remove	Daily
9.	Furniture & Counters Desks, Acoustical Screens, Etc.	Dust Polish Vacuum	Daily Weekly Monthly
10.	Drinking Fountains	Clean & Disinfect	Daily
11.	Waste Receptacles	Clean & Empty	Daily
12.	Light Fixtures	Wash	Once/Year
13.	Windows	Clean Inside & out	As per Bldg. Standard or Minimum Annually
	Glazing – Doors	Clean	Daily

APPENDIX "A" to SCHEDULE "E" (CONT'D)

	AREA TO BE CLEANED	TYPE OF CLEANING	FREQUENCY
	- Partitions	Clean Spot Clean	Once/4 Months Daily
14.	Venetian Blinds	Dust Wash	Every 2 Months Once/Year
	Drapes	Dry Clean	Every 2 Years
15.	Elevators		
	- Floors (Resilient)	Wash Wax Refinish	Daily Once/4 Months Once/Year
	- Carpet	Spot Clean & Vacuum	Daily
	- Metalwork	- Metalwork Clean & Polish Daily	Daily
	- Walls	Wash Spot Clean	Once/3 Months Daily
16.	Grounds		
	- Debris	Remove	Daily
	Sidewalks, Steps & Landings	Salt & Sand	As Required
	- Parking Areas	Removal of Snow/Ice	As Required
	- Lawns & Flower Beds	Cut, Water, Etc.	As Required
17.	Entrances & Lobbies		
	- Floors	Wash & Buff Wax Spray Buff Strip & Refinish	Daily Once/Month Weekly Once/Year

#3562 ADDENDUM #3 - Leased Space - Message (HTML)

File Message

Ignore, Delete, Reply, Reply All, Forward, Meeting, More, Move, OneNote, Mark Unread, Categorize, Follow Up, Translate, Find, Related, Select, Zoom

Delete, Respond, Move, Tags, Editing, Zoom

From: Beck, Deborah Sent: Mon 29/04/2013 2:04 PM
To: 'adam.conter@cbre.com'; 'shalef@bedfordcommmons.ca'; 'ann.swinamer@nwhp.ca'; 'brendaryan@pagerealty.ca'; 'brian.cluett@rocl-flooring.com'; 'bwoods@eastlink.ca'; 'office@mvc1997.ca'; 'Darrel@accesswave.ca'; 'dmoss@pagerealty.ca'; 'elizabeth.carrillo@cbre.com'; 'fosterg@armocap.com'; 'gramia@pagerealty.ca'; 'hgoode@cweast.com'; 'mrjefferyallen@hotmail.com'; 'jeremy.kaupp@cbre.com'; 'templek@armocap.com'; 'knettle@compassbroker.com'; 'halsign@aol.com'; 'marcol.elliott@kromble.ca'; 'mbarnes@sdmm.ca'; 'melvin@wsxd.ca'; 'mewald@creit.ca'; 'mmsacormick@ctigroup.ca'; 'spectrum@bellalliant.com'; 'paul.moore@cbre.com'; 'peter.riley@jwindsay.ca'; 'richard@alantraleasing.com'; 'ron.situ@gmail.com'; 'wanda@universalgroup.ca';
Cc: Sheehan, Dan; Heilman, Ron; Burlton, Kathryn; 'Antoinette Jebailey'; McKenna, Bernie; Morris, Jennifer
Bcc: Beck, Deborah
Subject: #3562 ADDENDUM #3 - Leased Space

Closing extended to **THURSDAY, MAY 7th, 2013 2:00:00 P.M. ATLANTIC TIME.**

ADDENDUM #4 will follow in the near future.

Deborah Beck, Buyer
Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth NS B3B 1X7
Phone: (902) 464-2000 #2011
Fax: (902) 464-0161

Beck, Deborah

10:22 AM 01/05/2013



Purchasing Division

***TENDER #3562
LEASED SPACE***

Addendum #2

**April 19th, 2013
12:54 PM**

To: Bidders

From: Deborah Beck
Buyer

Pages: 1 _____ phone: 464-2000 (ext. 2011)

THE CLOSING DATE FOR THS RFP HAS BEEN EXTENDED TO:

THURSDAY, MAY 2, 2013 AT 2:00 P.M.

ADDENDUM #3 WILL FOLLOW AT A LATER DATE.

END OF ADDENDUM #2

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

CC: Nova Scotia Construction Association

Fax # 468-2470



Purchasing Division

***TENDER #3562
LEASED SPACE***

Addendum #1

**April 11th, 2013
3:45 PM**

To: Bidders

From: Deborah Beck
Buyer

Pages: 1 _____ phone: 464-2000 (ext. 2011)

The closing date for RFP # 3562 has been extended one week to:

THURSDAY, APRIL 25TH, 2013 2:00 P.M.

Addendum #2 will be issued in the near future.

END OF ADDENDUM #1

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

CC: Nova Scotia Construction Association

Fax # 468-2470