

Appendix “B”



W12A Landfill Property Value Protection Plan

This agreement is between:

The Corporation of the City of London (“City”)

and the owner(s) of 5725 White Oak Road, London, Ontario -Schedule “A”

The Estate of James William Johnston (the “Owner(s)”)

The owners acknowledge that they wish to sell their property according to the procedures set forth in the W12A Landfill Property Value Protection Plan. These procedures are:

- a) The City will retain a qualified appraiser to estimate the value of the property as if there is no landfill nearby. Added value to the property by the presence of the landfill such as improved water supply or “right of first refusal” payments under this program shall not be reflected in the appraised value. The value of the property shall be determined as at the date of the notice.
- b) The property owner has the right to hire a qualified property appraiser of their choice and at their cost should there be disagreement the appraisal obtained by the City.
- c) If the difference between the two values is less than 10%, the City will accept the higher value as the appraised value of the property and guarantee this value.
- d) The Civic Administration will create a pool of qualified appraisers acceptable to the Manager of Realty Services. If the difference between the City’s and the Owner’s appraisals is more than 10% higher than the lower appraisal, the City and the Owner shall select a mutually agreed upon third appraiser from the pre-qualified pool who will conduct a peer review of the original appraisals and determine the fair market value of the property based on the information contained in the original appraisals. If the parties can not agree on the choice of the third appraiser, either party may, in its sole and absolute discretion, opt out of this Property Value Protection Plan, and thereafter the Owner is at liberty to sell the property on the open market. The City and the Owner will share equally in the cost of the third appraiser.

If the difference between the City’s and the Owner’s appraisals is more than 20% higher than the lower appraisal, either party may, in its sole and absolute discretion, opt out of this Property Value Protection Plan, and thereafter the Owner is at liberty to sell the property on the open market.

- e) The values determined by the appraisers shall govern the determination of the value of the property for the purposes of the Property Value Protection Plan for a period of at least twelve months following the date of the written notice from the property owner. If an owner wishes to invoke the Property Value Protection Plan again after this twelve month period, the owner may do so subject to paragraph (j) following.
- f) Following the establishment of the appraised value of the property, the City may offer to purchase the property at the appraised value. If the City does not make such an offer, the owner will list the property with a realtor who will actively promote the property by advertising and by use of the Multiple Listing Service.
- g) If the owner does not receive a bona fide Offer to Purchase within six months of the date of listing with a realtor who has actively promoted the property by advertising and use of the

Multiple Listing Service, then the owner may require the City to purchase it at the appraised value.

- h) If the owner receives a bona fide Offer to Purchase within six months which is less than the appraised value, then the owner may require the City to pay the difference between the purchased price and the appraised value qualified by a right of first refusal in any sale as per paragraph i).
- i) The Property Value Protection Plan is qualified by the retention by the City of a right of first refusal in any sale. In other words, rather than paying the difference between the offered price and the appraised value, the City may elect to purchase the land at the appraised value. The right of first refusal will be exercised by the City within twenty business days of receipt of the offer, where a business day is Monday through Friday inclusive and does not include a Statutory Holiday. The owner shall notify prospective third party purchasers of the existence of the City's right of first refusal.
- j) The following governs the cost of the appraisals if an owner invokes the plan more than once.
 - In the event an owner invokes the Property Value Protection Plan after twelve months but prior to thirty-six months of having previously invoked the plan, the owner shall pay the full cost of all appraisals.
 - If the owner invokes the Plan between three to six years after last invoking the Plan, the cost of all of the appraisals shall be paid 50% by the owner.
 - If the owner invokes the Plan after six years of having previously invoked the Plan, paragraphs a), b) and d) would govern with respect to the cost of appraisals.
- k) Nothing in paragraphs j) shall prevent an application to the City by the owner to waive these subsections on compassionate grounds in extenuating circumstances.
- l) The Property Value Protection Plan will not apply to subsequent purchasers of the land.
- m) The Property Value Protection Plan will apply to sales by the estate of a deceased owner who would have been eligible if they were still alive. Subsequent owners who acquire the land by inheritance from an eligible owner are eligible.
- n) A subsequent owner who acquires land without application of the Property Value Protection Plan from a parent, spouse or person with who he or she has cohabited, as defined in the Family Law Act, is also an eligible owner under the Plan.

Signed:

Date:

The Corporation of the City of London

Mayor, Matt Brown

City Clerk, Catharine Saunders

Owners



Mera Ann Johnston Kingsley



Joseph James Johnston



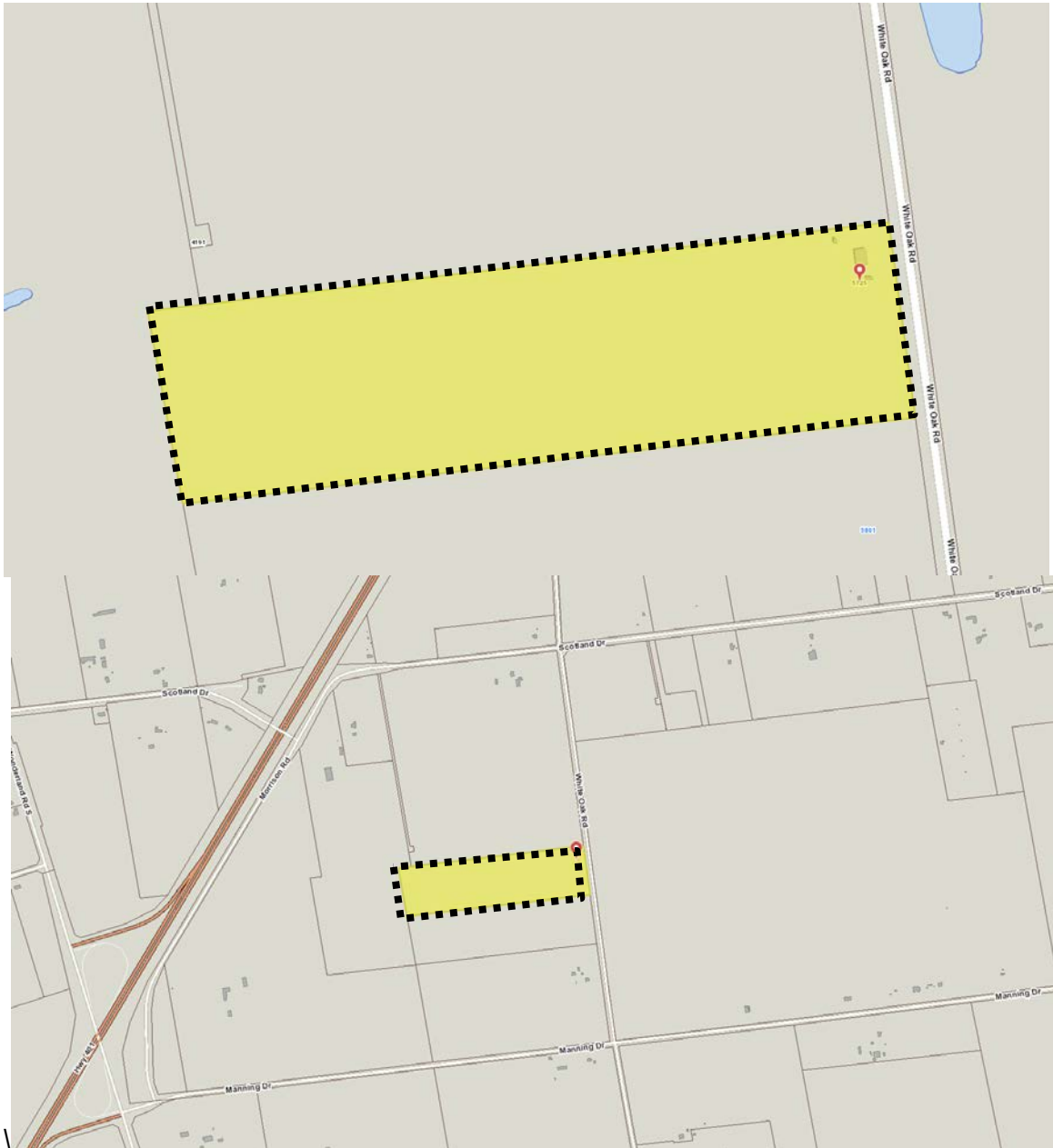
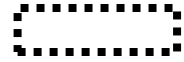
Gerald Patrick Johnston

18 Sept 17

Sept 18, 2017

18 Sept 17

Schedule "A" – 5725 White Oak Road



OFFICE LEASE

LANDLORD: LONDON PUBLIC LIBRARY

TENANT: THE CORPORATION OF CITY OF LONDON

PREMISES: SUITE NO. [TO BE ASSIGNED], 251 DUNDAS ST., LONDON, ON

DATE: OCTOBER 3, 2017

THIS LEASE is dated as of the 3rd day of October, 2017, and is made

BETWEEN

LONDON PUBLIC LIBRARY

(the "Landlord")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF LONDON

(the "Tenant")

OF THE SECOND PART

**ARTICLE 1
BASIC TERMS AND DEFINITIONS**

1.01 SUMMARY OF BASIC TERMS

This summary of basic provisions of this Lease (the "Basic Provisions") is for convenience. If a conflict occurs between this summary and any other provisions of this Lease, the other provisions govern.

- (a) "Building Name" means "CENTRAL LIBRARY, LONDON PUBLIC LIBRARY", subject to Sections 1.02 and 5.03(a)(v).
- (b) Address of Landlord: LONDON PUBLIC LIBRARY
251 Dundas Street
London, ON N6A 6H9
Attention: CEO & Chief Librarian
- (c) Address of Tenant: THE CORPORATION OF THE CITY OF LONDON
Attn: Manager, Realty Services
300 Dufferin Ave.
London, ON N6A 4L9
- (d) Premises: Those parts of the Building currently designated as Suite No. [to be assigned], as shown in the approximate location outlined on Schedule "B".
- (e) Rentable Area of the Premises: Approximately 7,495 square feet, subject to Section 2.02
- (f) (1) Commencement Date: The earlier of: (i) July 1, 2018, and (ii) the day on which the Tenant's Work is complete.
(2) Term: Commencing on the Commencement Date and expiring five (5) calendar years and six months after the Commencement Date (unless the Commencement Date is not the first day of a month in which case the Term shall end five (5) calendar years and six months after the last day of the month in which the Commencement Date occurs).
(3) Extension of Term: Two (2) right(s) to extend the Term each for a period of five (5) years, subject to Section 2.01A.
- (g) Fixturing Period: 150 days commencing the day on which the Landlord has delivered possession of the Premises to the Tenant (subject to Section 15.08). The possession date is estimated to be February 1, 2018.

(h) Minimum Rent: (subject to Section 3.02)

<u>Years</u>	<u>Annual Rate Per Square Foot of Rentable Area</u>	<u>Per Year</u>	<u>Per Month*</u>
1	\$9.00	\$67,455.00	\$5,621.25
2	\$9.50	\$71,202.50	\$5,933.54
3	\$10.00	\$74,950.00	\$6,245.83
4	\$10.50	\$78,697.50	\$6,558.13
5	\$10.50	\$78,697.50	\$6,558.13

*plus the part of the month, if any, from the Commencement Date to and including the last day of the month in which the Commencement Date occurs, in the event that the Commencement Date is not the first day of a month. Above amounts are subject to applicable sales tax. The above Minimum Rent is subject to the Free Rent Period defined in Section 3.02.

The terms set out above are intended to be only a summary of certain basic terms of this Lease which are supplemented by various provisions set out later in this Lease which are applicable thereto.

1.02 DEFINITIONS

The following definitions apply in this Lease.

"Accounting Period" means a calendar year or such other accounting period, not exceeding sixteen (16) months, as the Landlord may, upon notice to the Tenant, adopt from time to time for the Building.

"Additional Rent" means those amounts payable by the Tenant under Section 3.03 together with all other money payable by the Tenant under this Lease (except Minimum Rent), whether or not it is designated "Additional Rent".

"Applicable Laws" means all statutes, laws, by-laws, rules, regulations, ordinances, orders and requirements of a governmental, quasi-governmental or other public authority having jurisdiction over any matter.

"Architect" means an accredited architect chosen by the Landlord from time to time.

"Building" means those parts of the developments and improvements of the Building from time to time constructed on the lands currently described in Schedule "A" and designated by the Landlord as part of the CENTRAL LIBRARY, LONDON PUBLIC LIBRARY at 251 Dundas Street, London, Ontario (subject to Section 5.03(a)(v)), as they are altered, reduced or expanded from time to time and includes all structures, equipment, facilities and appurtenances serving them or located on or in them from time to time, including, without limitation, the Common Elements.

"Business Hours" means the regularly published business hours of the Central Library, London Public Library.

"Commencement Date" means the date determined pursuant to Section 1.01(f)(1).

"Common Elements: (a) the areas, facilities, utilities, improvements, equipment and installations (collectively, "elements") in the Building that, from time to time, are not intended to be leased to tenants of the Building, or are designated from time to time as Common Elements by the Landlord, (b) the elements outside the Building that serve the Building (or any part of it) and are designated by the Landlord from time to time as part of the Common Elements, and (c) the elements in or on Leasable Premises that are provided for the benefit of the tenants of the Building and their employees, customers and other invitees in common with others entitled to use them. The Common Elements include, but are not limited to, the roof, exterior wall assemblies including weather walls, exterior and interior structural components and bearing walls in the buildings and improvements in the Building; equipment, furniture, furnishings and fixtures; electronic systems such as music, fire prevention, security and communication systems; columns; pipes; electrical, plumbing, drainage, mechanical and other installations, equipment or services in the Building or related to it, as well as the structures housing them; and the HVAC System.

"Event of Default" means any event specified as such in Section 14.01.

"Expert" means any architect, engineer, chartered accountant, quantity surveyor, or other professional consultant, in any case appointed by the Landlord and, in the reasonable opinion of the Landlord, qualified to perform the function for which he is retained.

"Fixturing Period" means the period described in Section 1.01(g).

"Hazardous Substance" means any substance or thing or mixture of them which alone, or in combination, or in concentrations, are flammable, corrosive, reactive or toxic or which might cause adverse effects or be deemed detrimental to living things or to the environment, including, but not limited to, any pollutant, contaminant, toxic or hazardous substance, such as by way of example, urea formaldehyde, asbestos, polychlorinated biphenyl, pesticides, or any other substance the removal, manufacture, preparation, generation, use, maintenance, storage, transfer, handling or ownership of which is subject to Applicable Laws.

"HVAC System" means all interior climate control (including heating, ventilating and air-conditioning) systems, installations, equipment and facilities (including the buildings or areas which house them) which service the Building (including the Common Elements and the Premises) that are operated and maintained by the Landlord. The HVAC System includes, without limitation, the distribution system within Leasable Premises (including the Premises), distribution piping, air handling units and fan coil and ventilation units that form part of those systems, together with the monitoring, energy saving and control systems (including the thermostat) in each Leasable Premises supplied by the HVAC System (including the Premises). The HVAC System does not include (i) self-contained heating, ventilating and air-conditioning systems in individual Leasable Premises that have been installed and are maintained by the occupants (if any); and (ii) any tenant maintained supplementary air-conditioning units, facilities or services that are installed for individual tenants or a group of tenants to satisfy requirements that are in excess of the normal operational capacity of the HVAC System.

"Landlord" means the party of the First Part and Persons for whom the Landlord is responsible in law.

"Landlord's Premises" means that part of the Building occupied by the Landlord for its own use.

"Landlord's Work" (a) with respect to the Tenant's initial occupation of the Premises, means the work to be performed by the Landlord pursuant to Section 2.01 of Schedule "C".

"Leasable Premises" means those premises (including the Premises) in or on the Building that are, or are intended from time to time to be occupied in connection with office purposes. For greater certainty, "Leasable Premises" excludes Storage Areas.

"Lease" means this agreement, all Schedules thereto and the Rules and Regulations adopted or revised from time to time, together with every properly executed instrument which by its terms amends, modifies or supplements this Lease.

"Leasehold Improvements" means (a) heating, ventilating and air-conditioning systems, facilities and equipment in or serving the Premises; (b) floor covering that is affixed (except for wall-to-wall carpeting laid over a finished floor which is removable without damage to such floor); (c) light fixtures; (d) doors; (e) hardware and partitions; (f) internal stairways, escalators and elevators; (g) fixtures, improvements, installations, alterations and additions from time to time made or installed in the Premises by or on behalf of the Tenant or any previous occupant of the Premises; and (h) anything that would not normally be considered to be trade fixtures, furniture or equipment.

"Lease Year" means, in the case of the first Lease Year, a period of twelve consecutive calendar months from and after the Commencement Date (plus the part of the month, if any, from the Commencement Date to and including the last day of the month in which the Commencement Date occurs if the Commencement Date is not on the first day of a month) and, in the case of Lease Years after the first Lease Year, is a period of twelve (12) consecutive calendar months starting on the first day after the Lease Year that immediately precedes it. However, the last Lease Year, whether it is twelve (12) calendar months or not, terminates on the expiry or earlier termination of this Lease.

"Minimum Rent" means the rent payable pursuant to Section 3.02.

"Mortgagee" means a mortgagee or hypothecary creditor (including a trustee for bondholders) of the Building or part thereof, and a chargee or other secured creditor that holds the Building or a part thereof as security (but a Mortgagee is not a creditor, chargee or security holder of a tenant of Leasable Premises).

"Operation Standard" has the meaning set out in Section 5.01 of this Lease.

"Person" means an individual, firm, partnership, corporation, trust, unincorporated organization, government or any department or agency thereof or any combination or groups of them.

"Premises" means the Leasable Premises described in Section 1.01(d) and 1.01(e) and as shown on Schedule "B". If the Premises are entirely self-enclosed, the boundaries of the Premises extend:

- (a) from the top surface of the structural subfloor to the bottom surface of the structural ceiling of the Premises; and
- (b) to the interior surface of all interior walls.

"Prime Rate" means, at any time, the prime lending rate of interest expressed as a rate per annum which the Landlord's designated chartered bank or trust company establishes at its main office in Toronto, Ontario as the reference rate of interest in order to determine interest rates it will charge at such time for demand loans in Canadian Dollars to its Canadian customers and which it refers to as its "prime rate".

"Property Manager" means a company or other entity, if any, retained by the Landlord from time to time to operate or manage the Building.

"Proportionate Share" means a fraction which has as its numerator the Rentable Area of the Premises and as its denominator the total square footage of the Building.

"Province" means the province in which the Building is located.

"Released Persons" collectively and individually means the Landlord, and, if any, the Property Manager, the Mortgagee. In sections which contain a release or other exculpatory provision or an indemnity in favour of any or all of the Released Persons, such Released Person or Released Persons shall include the officers, directors, employees and agents of each such Released Person and the Landlord acts as agent for, or as trustee for, the benefit of all Released Persons so that each such release, indemnity and/or other exculpatory provision is fully enforceable by such Released Persons.

"Rent" means all Minimum Rent and Additional Rent payable pursuant to this Lease.

"Rentable Area of the Premises" has the meaning set out at 1.1(e) herein being the total square footage of the Premises. The Rentable Area of any individual Leasable Premises (including the Premises) may be adjusted from time to time by the Landlord to give effect to any structural, functional or other change on the floor on which such Leasable Premises are located.

"Rental Taxes" has the meaning set out in Section 1.04(b) of this Lease.

"Rules and Regulations" means the rules and regulations made by the Landlord from time to time pursuant to Section 15.01.

"Stipulated Rate" means the rate of interest per annum that is the lesser of (a) two percentage points more than the Prime Rate and (b) the maximum rate permitted by law.

"Storage Areas" means those areas in the Building which are designated or intended from time to time by the Landlord to be used for storage purposes.

"Taxes" has the meaning set out in Section 4.01 of this Lease.

"Tenant" means the party of the Second Part and Persons for whom the Tenant is responsible in law.

"Tenant's Work" means the work to be performed by the Tenant pursuant to Section 3.01 of Schedule "C".

"Term" means the period specified in Section 1.01(f)(2) (unless sooner terminated), including any extension or renewal thereof.

"Transfer" has the meaning set out in Section 11.01(a).

"Utilities" has the meaning set out in Section 6.01 of this Lease (and "Utility" shall have a corresponding meaning).

1.03 SCHEDULES

The Schedules shall form part of this Lease and are as follows:

- Schedule "A" - Legal Description of the Building
- Schedule "B" - Floor Plan of the Premises
- Schedule "C" - Landlord's and Tenant's Work
- Schedule "D" - Tenant's Work Plans & Specifications

INTENT AND INTERPRETATION

1.04 NET LEASE

- (a) This Lease is a net lease to the Landlord. Except as stated in this Lease, the Tenant is responsible for its Proportionate Share of all costs, charges, or expenses relating to the Building, and all costs relating to the Premises, their use and occupancy, their contents, or the business carried on in them, and the Tenant will pay the charges, impositions, costs and expenses relating to the Premises and their Proportionate Share as it relates to the Building except as stated in this Lease. This Section will not be interpreted to make the Tenant responsible for ground rentals that may be payable by the Landlord, payments to Mortgagees or, subject to Section 4.01, the Landlord's income taxes nor shall this Section require any payment of the costs associated with the Landlord's Premises.
- (b) The Tenant will pay to the Landlord, in the manner specified by the Landlord, the full amount of all goods and services taxes, rental taxes, value-added taxes, multi-stage taxes, business transfer taxes, and any other taxes imposed in respect of the Rent payable by the Tenant under this Lease or in respect of the rental of space under this Lease, (herein called "Rental Taxes".) Rental Taxes are payable by the Tenant whether they are characterized as a goods and services tax, sales tax, value-added tax, multi-stage tax, business transfer tax, or otherwise, with the intent that the Landlord be fully indemnified in respect of all Rental Taxes payable or collectible by the Landlord in respect of Rent or the rental of space under this Lease. Rental Taxes payable by the Tenant (i) will be calculated by the Landlord in accordance with the applicable legislation; (ii) will be paid to the Landlord at the same time as the amounts to which the Rental Taxes are payable to the Landlord under this Lease (or upon demand at such other time or times as the Landlord from

time to time determines); and (iii) despite anything to the contrary, will not be considered to be Rent but the Landlord will have all of the same remedies for, and rights of recovery with respect to such amounts, as it has for non-payment of Rent under this Lease or at law. If a deposit is forfeited or an amount becomes payable to the Landlord due to a default or as consideration for a modification of this Lease and the applicable legislation deems a part of the deposit or amount to include Rental Taxes, then the deposit or amount will be grossed up to ensure that the full amount of the forfeited deposit or amount payable is received by the Landlord in full without encroachment by any deemed payment, input credit or otherwise.

1.05 LANDLORD AND REPRESENTATIVE TO ACT REASONABLY AND IN GOOD FAITH

The Landlord, and each Person acting for the Landlord, in making a determination, designation, calculation, estimate, conversion, or allocation under this Lease, will act reasonably and in good faith and each accountant, architect, engineer or surveyor, or other professional Person employed or retained by the Landlord will act in accordance with the applicable principles and standards of the Person's profession.

1.06 DECISION OF EXPERT TO BE BINDING

The decision of any Expert whenever provided for under this Lease and any certificate related thereto shall be final and binding on the parties hereto and there shall be no further right of dispute or appeal.

1.07 ENTIRE AGREEMENT

- (a) This Lease includes the Schedules attached to it and any Rules and Regulations that may be adopted as provided herein. There are no covenants, promises, assurances, agreements, representations, conditions, warranties, statements or understandings, either oral or written, between the parties concerning this Lease, the Premises, the Building or any matter related to all or any of them, except those that are set out in this Lease.
- (b) This Lease supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, lease proposals, brochures, and information conveyed, whether oral or in writing, between the parties hereto or their respective representatives.
- (c) Unless specifically provided to the contrary, no amendment, modification or supplement to this Lease will be binding unless set out in writing and executed by the Tenant and the Landlord.

1.08 GENERAL MATTERS OF INTENT AND INTERPRETATION

- (a) Each obligation under this Lease is a covenant.
- (b) The captions, section numbers, article numbers and Table of Contents do not define, limit, construe or describe the scope or intent of the sections or articles.
- (c) The use of the neuter singular pronoun to refer to the Landlord or the Tenant is a proper reference even though the Landlord or the Tenant is an individual, a partnership, a corporation or a group of two or more individuals, partnerships or corporations. The grammatical changes needed to make the provisions of this Lease apply in the plural sense when there is more than one Landlord or Tenant and to corporations, associations, partnerships or individuals, males or females, are implied.
- (d) Whenever a statement or provision in this Lease is followed by words denoting inclusion or example (such as "including" or "such as") and then a list of, or reference to, specific matters or items, such list or reference shall not be read so as to limit or restrict the generality of such statement or provision, even though words such as "without limitation" or "without limiting the generality of the foregoing" do not precede such list or reference.
- (e) If a part of this Lease or the application of it to a Person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, that part:
 - (i) is independent of the remainder of the Lease and is severable from it, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of this Lease; and
 - (ii) continues to be applicable to and enforceable to the fullest extent permitted by law against any Person and circumstance except those as to which it has been held or rendered invalid, unenforceable or illegal.

No part of this Lease will be enforced against a Person, if, or to the extent that by doing so, the Person is made to breach a law, rule, regulation or enactment.

- (f) This Lease will be construed in accordance with the laws of Canada and the Province.
- (g) Time is of the essence of this Lease.
- (h) The Landlord acts as agent for, or as trustee for, the Property Manager, and all Mortgagees to the extent necessary to ensure that all exculpatory provisions and indemnities included in their favour in this Lease are enforceable against the Tenant by them, and by the Landlord.

- (i) To the extent that liability exists at the time of expiry or earlier surrender or termination of this Lease, the covenant(s) from which such liability is derived shall survive such expiry or earlier surrender or termination.

ARTICLE 2 GRANT AND TERM

2.01 GRANT AND TERM

The Landlord leases the Premises to the Tenant, and the Tenant leases the Premises from the Landlord, to have and to hold during the Term, subject to the terms and conditions of this Lease.

2.01A EXTENSION OF TERM

Provided Tenant is not and has not been, in material default of this Lease, Tenant shall have two (2) successive options to extend the Term of this Lease for five (5) years, each at the Fair Market Rental Rate as of the effective date of any such extension. Tenant shall provide Landlord with not less than nine (9) months prior written notice of any such extension, failing which any such option shall lapse and be of no effect. Fair Market Rental Rate shall be determined by taking into account:

- (i) the use, quality and age of the Building, the level of leasehold improvements, the amount of applicable operating expenses charged in connection with the Rentable Area of the Premises;
- (ii) the level of Tenants' leasehold improvement allowances;
- (iii) the value of rent concessions, if any; and
- (iv) any other relevant and generally applicable considerations affecting the determination of the proper Rent including any factors impacting the commercial leasing market in the City of London.

2.02 ADJUSTMENT OF AREA

The estimated Rentable Area of the Premises is set out in Section 1.01(e). If the Rentable Area of the Premises is certified by an Expert, then such Rentable Area will apply instead of the area indicated in Section 1.01(e) and the Rentable Area of the Premises and the Rent will be adjusted as calculated by the Landlord, which adjustment will be retroactive if the certification does not occur until after the Commencement Date.

2.03 ACCEPTANCE AND CONSTRUCTION OF PREMISES

The Tenant shall accept the Premises in 'as is' condition and acknowledges that it is solely responsible to demise, equip and fixture the Premises within the Building subject to the terms herein and at Schedule "C". The Tenant shall complete all of the Tenant's Work as set out Schedule "C" which work shall be at the Tenant's sole expense.

2.04 QUIET ENJOYMENT

If the Tenant performs its obligations under this Lease, it may hold and use the Premises without interference by the Landlord or any other Person claiming by, through or under the Landlord, subject however to the covenants, terms and conditions of this Lease.

2.05 USE OF COMMON ELEMENTS AND PARKING

The Tenant has the non-exclusive and non-transferable right (except in conjunction with a Transfer under Article 11 of this Lease) to use the Common Elements in common with others entitled to do so, for the purposes for which they are intended, subject, however to this Lease.

The Tenant acknowledges that the Landlord shall not provide any parking rights as part of this Lease.

ARTICLE 3 RENT

3.01 COVENANT TO PAY

The Tenant covenants, throughout the Term, to pay Minimum Rent and Additional Rent to the Landlord or to the Property Manager as the Landlord directs, at its head office, or at any other place designated by the Landlord or the Property Manager, as the case may be, in Canadian funds, without demand and without deduction, abatement, set-off or compensation together with all applicable Rental Taxes.

3.02 MINIMUM RENT

During each Lease Year throughout the Term the Tenant shall pay the Minimum Rent calculated at the rate set out in Section 1.01(h), payable in equal consecutive monthly installments each in advance on the first day of each calendar month, subject to the adjustment provisions of Section 3.04. If the Commencement Date is not the first day of a calendar month, the Tenant shall pay, on such Commencement Date, Minimum Rent calculated on a per diem basis (based on 365 days) from the Commencement Date to the end of the month in which it occurs.

Notwithstanding the foregoing and provided that the Tenant is not in Default, the Tenant shall have the benefit of a free rent period for six (6) months commencing as of the Commencement Date and in such period the Tenant shall not pay Minimum Rent but shall otherwise pay all applicable Additional Rents under this Lease.

3.03 ADDITIONAL RENT

The Tenant shall also pay, as Additional Rent, the aggregate of:

- (a) any Taxes payable as provided herein;
- (b) the aggregate of:
 - (i) the charges for Utilities in accordance with Section 6.02;
 - (ii) costs of any additional services in accordance with Section 6.03; and
 - (iii) such other costs, charges, amounts and expenses as are required to be paid by the Tenant under this Lease.

For the first month of the Term, Additional Rent is due on the Commencement Date and thereafter is payable on the first day of each calendar month in advance, except where this Lease states that it is payable on demand or at such other time. Additional Rent accrues daily.

3.04 PAYMENT OF UTILITIES COSTS BASED UPON LANDLORD'S ESTIMATES AND SUBJECT TO ADJUSTMENT

- (a) Prior to the Commencement Date and the beginning of each Accounting Period thereafter, the Landlord shall deliver to the Tenant a bona fide estimate of its Proportionate Share of Utilities for the appropriate Accounting Period and, without further notice, the Tenant shall pay to the Landlord in monthly installments in advance one-twelfth (1/12) of such estimate simultaneously with the Tenant's payments of Minimum Rent during such Accounting Period.
- (b) The Landlord shall deliver to the Tenant within a reasonable time after the end of each Accounting Period a statement (the "Statement") setting out the Tenant's Proportionate Share of Utilities which are payable by the Tenant for such Accounting Period and other costs due under this Lease. If the Tenant has paid less than a Statement specifies, the Tenant will pay the deficiency with the next monthly payment of Minimum Rent. If the Tenant has paid more than a Statement specifies, the Landlord will have the option to apply the excess in payment of amounts owing by the Tenant, apply the excess in reduction of future Rent due under this Lease or refund the excess to the Tenant within a reasonable time after delivery of the Statement. Failure of the Landlord to render any Statement within a particular time period shall not prejudice the Landlord's right to render such Statements thereafter and the Landlord may render amended or corrected Statements.
- (c) If an Accounting Period is less than twelve (12) calendar months, the Tenant's Proportionate Share of Utilities will be adjusted on a per diem basis, based on three hundred and sixty-five (365) days.
- (d) The Tenant may claim a readjustment in respect of all or any of Utilities for an Accounting Period only by giving written notice to the Landlord within six (6) months after its receipt of the Statement in respect of that Accounting Period, which notice must specify the error of computation or allocation. In any event, the Tenant will pay the Rent in accordance with the Statement until the dispute is resolved.

3.05 PAYMENTS GENERALLY

All payments by the Tenant to the Landlord under this Lease shall:

- (a) be applied towards amounts then outstanding under this Lease in such manner as the Landlord determines;
- (b) bear interest daily from the due date to the date of payment, calculated daily, at the Stipulated Rate;
- (c) be subject, if not paid when due, to a late payment charge of Five Hundred Dollars (\$500.00) per missed payment to cover the Landlord's additional administrative costs in connection therewith;
- (d) survive the expiration or earlier termination of this Lease.

ARTICLE 4 TAXES

4.01 TAXES - DEFINITION

In this Lease, "Taxes" means (i) all taxes, rates, levies, fees, duties, charges (including local improvement charges) and assessments whatsoever, imposed, assessed, levied, rated or charged by any lawful taxing authority against the Building and allocated by the Landlord to the Building or any part of it from time to time (including, but not limited to, the Common Elements), whether school, municipal, regional, provincial, federal or otherwise, and any taxes or other amounts which are imposed in lieu of, or in addition to, any of the foregoing, whether or not similar to or of the foregoing character, and whether or not in existence at the Commencement Date, and any taxes levied or

assessed against the Landlord, all calculated as if the Building were at all times fully occupied, leased and operational, but excluding taxes on the income or profits of the Landlord except to the extent they are levied in lieu of the foregoing, and (ii) the costs and expenses incurred for consultation, appraisal, legal and other fees and expenses to the extent they are incurred in an attempt to minimize, verify or reduce amounts payable.

4.02 TAXES EXEMPT

The Landlord and Tenant acknowledge that each are presently exempt from taxation for realty taxes pursuant to the Assessment Act and in the event such exemption shall not apply or other Taxes shall be applicable, each party shall be responsible for payment of its own realty taxes and which shall be reasonably allocated if not separately assessed.

ARTICLE 5 BUILDING AND COMMON ELEMENTS - OPERATION, REPAIR, MAINTENANCE, CONTROL AND PAYMENT

5.01 OPERATION OF BUILDING

During the Term, the Landlord shall operate the Building as would a prudent owner to the standards from time to time prevailing for a Building of comparable age, size and location in London, Ontario in which the Building is located (the "Operation Standard").

5.02 MAINTENANCE AND REPAIRS BY THE LANDLORD

- (a) The Landlord will maintain and repair, in accordance with Operation Standard:
- (i) the structure of the Building, including exterior walls and roofs; and
 - (ii) the Common Elements, (including the HVAC System and the mechanical, electrical and other base building systems).
- (b) The obligations of the Landlord under Section 5.02(a) are subject to the following exceptions:
- (i) any occurrence which is not covered by insurance which the Landlord is required to maintain under this Lease or the cost of repair or restoration which exceeds the proceeds of such insurance actually received by the Landlord (or which the Landlord reasonably ought to have received had it maintained insurance in accordance with Section 8.01).
- (c) The Tenant will promptly notify the Landlord of any damage or repair which is required in the Common Elements and in the Premises for which it is the Landlord's responsibility to repair or maintain.

5.03 CONTROL OF THE BUILDING BY THE LANDLORD

Those portions of the Building which are not leased to tenants (including, without limitation, the Common Elements) are under the exclusive control of the Landlord. Without limitation, the Landlord may, in its operation and control of the Building:

- (a) (i) temporarily close the Building or any part of it to prevent the public or any Person from obtaining rights therein; temporarily obstruct or close off or shut down the Building, or any part of it for inspection, maintenance, repair, construction or safety reasons; make, modify and terminate easements and other agreements pertaining to the use and operation of the Building, or any part of it, including agreements with the owner or owners of any lands adjacent to the Building;
 - (ii) retain contractors and employ all personnel, including supervisory personnel and managers, that the Landlord considers necessary for the effective maintenance, repair, operation, administration or management of the Building;
 - (iii) use parts of the Common Elements for display, decorations, entertainment, merchandising, and structures designed for retail selling or special features or promotional activities;
 - (iv) reasonably regulate all aspects of tenant related loading and unloading and delivery and shipping, and all aspects of garbage collection and disposal; and
 - (v) change the Building Name, address or designation of the Building from time to time, without liability, upon not less than thirty (30) days prior notice;
- (b) (i) change the area, level, location, arrangement or use of the Building or any part of it;
- (ii) construct other structures or improvements in or on the Building or any part of it; make alterations of, additions to, subtractions from or rearrangements of the Building, or any part of it; and construct additional storeys, buildings or facilities adjoining or near the Building or any part of it;
 - (iii) diminish, expand, alter, relocate or rearrange the buildings, and other parts of the Building; and
 - (iv) do and perform such other acts in and to the Building or any part of it as the Landlord, in the use of good business judgment, determines to be advisable for the proper operation of the Building.

Despite anything else in this Lease, the Landlord will not be liable for any diminution or alteration of the Common Elements that occurs as the result of the Landlord's exercise of its rights under this Section 5.03 or elsewhere under this Lease and the Tenant will not be entitled to compensation or a reduction or abatement of Rent. No such diminution or alteration of the Common Element will be deemed to be a default by the Landlord of any obligation for quiet enjoyment contained in this Lease or provided at law or a constructive or actual eviction of the Tenant. In the exercise of its rights under Section 5.03(b), the Landlord shall repair any damage caused to the Premises and shall use reasonable efforts not to unduly interfere with the Tenant's use of the Premises and operation of its business any more than is reasonably necessary in the circumstances.

**ARTICLE 6
UTILITIES, HEATING, VENTILATING AND
AIR-CONDITIONING AND LANDLORD SERVICES**

6.01 UTILITIES, HEATING, VENTILATING AND AIR-CONDITIONING AND LANDLORD SERVICES

- (a) In accordance with the Operation Standard, the Landlord shall provide:
- (i) heat, ventilating and air-conditioning by means of the HVAC System during Business Hours to the Premises and to those Common Elements requiring such services as designated by the Landlord to maintain a temperature adequate for normal occupancy;
 - (ii) the use of the electricity, water, fuel, power, steam and other utilities (the "Utilities") serving the Building. In normal quantities as are generally made available to other tenants of the Building by the Landlord together with Utilities for those Common Elements requiring such Utilities as designated by the Landlord;
 - (iii) necessary supplies in public washrooms sufficient for normal use by tenants in the Building;
 - (iv) janitorial services to the Common Areas within the Building (excluding the Premises and provided that the Tenant will arrange for its own janitorial services to the Premises) as reasonably required to keep same in a clean condition and interior and exterior window washing, at reasonable intervals, provided that all curtains, carpets, rugs, drapes or window coverings shall be cleaned and maintained by the Tenant; and
 - (v) subject to any Rules and Regulations, elevator service in the Building during Business Hours.
- (b) The Landlord is not liable for interruption or cessation of, or failure in, the supply of any Utilities, services or systems in, to or serving the Building or the Premises, whether they are supplied by the Landlord or by others and whether or not the interruption or cessation is caused by the Landlord's negligence, nor will the Landlord be liable for any act or omission of any Person employed or engaged by the Landlord or its Property Manager to provide the services set out in Section 6.01(a).
- (c) The following provisions apply with respect to the Tenant's use of and obligations with respect to the HVAC System:
- (i) the Tenant shall not, without the Landlord's prior written consent, install equipment in the Premises which would affect the temperature otherwise maintained in the Premises by the HVAC System as normally operated. The Landlord, acting reasonably, may direct the Tenant to install supplementary air-conditioning units, facilities or services in the Premises, as may in the Landlord's reasonable opinion be required to (1) maintain proper temperature levels in the Building and the Premises, or (2) ensure that the HVAC System continues to operate efficiently, and the Tenant shall do so as soon as is reasonably possible failing which the Landlord may install them and the Tenant shall pay to the Landlord, on demand, the costs thereof together with fifteen percent (15%) of such costs for the Landlord's overhead. The maintenance, repair and replacement of all such supplementary air-conditioning units, facilities or services in the Premises will be performed by the Landlord at the Tenant's expense or, at the Landlord's option, by the Tenant;
 - (ii) the interior layout or partitioning of the Premises shall be modified by the Tenant, if necessary, in accordance with the reasonable requirements of the Landlord to secure maximum efficiency of the HVAC System servicing the Premises. The Tenant shall comply with the Landlord's reasonable requests and directions pertaining to the operation and regulation of those portions of the HVAC System within and serving the Premises, failing which the Landlord shall be entitled to take such steps as it deems advisable including, without limitation, entering upon the Premises and taking the necessary corrective action, and the Tenant will pay to the Landlord, on demand as Additional Rent, all costs incurred by the Landlord in so doing together with a sum equal to fifteen percent (15%) of such costs for the Landlord's overhead; and
 - (iii) the Tenant will ensure that all heating, ventilation and air-conditioning vents, ducts and units in the Premises are kept free from obstructions at all times and will comply with the Landlord's directions with respect to the Landlord's required clearance, if any, between such vents and units and any furniture or other article or fixture located in the Premises.

6.02 CHARGES FOR UTILITIES

- (a) It is anticipated that Utilities to the Premises will not be separately metered and therefore the Tenant shall be responsible for its Proportionate Share of the cost of the Utilities to the Premises based on normal use for similar tenants in the Building, as determined by the Landlord, acting reasonably, which will be paid by the Tenant to the Landlord in equal consecutive monthly installments in advance simultaneously with the Tenant's payment of Minimum Rent based upon estimates of the Landlord and subject to final adjustment within a reasonable time after the period for which the estimate has been made.
- (b) If the Landlord reasonably determines that the Tenant is consuming disproportionate quantities of any Utility in excess of typical consumption of that Utility by other tenants in the Building, then the Landlord may install, at the Tenant's expense, separate check meters or other measuring devices in the Premises or elsewhere and may use an Expert to assist it in determining the cost of such excess Utilities. All costs incurred by the Landlord in providing such excess quantity of the Utility (including all costs incurred in making the allocation) will be paid for by the Tenant in accordance with Section 6.03(a).

6.03 ADDITIONAL SERVICES TO THE PREMISES

If from time to time requested in writing by the Tenant and to the extent that it is reasonably able to do so, the Landlord shall provide in the Premises services in addition to those set out in Section 6.01(a), provided that the Tenant shall pay to the Landlord, upon demand, the costs of those additional services at such reasonable rates as the Landlord may from time to time establish. Without limiting the generality of the foregoing, such services shall include:

- (a) services performed at the Tenant's request including, without limitation, heating, ventilating and air-conditioning services outside Business Hours, excess quantities of Utilities, maintenance, repair, janitorial or cleaning services and construction of Leasehold Improvements after the Commencement Date.
- (b) services provided at the Landlord's reasonable discretion including, without limitation, supervising and approving any Premises Work performed pursuant to Section 9.02 and supervising the movement of furniture, equipment, freight and supplies for the Tenant; and
- (c) performance by the Landlord on behalf of the Tenant of any of the Tenant's obligations set out in this Lease which the Tenant fails to perform, provided that nothing herein shall obligate the Landlord to perform any such obligations.

ARTICLE 7 USE OF PREMISES

7.01 USE OF THE PREMISES

The Tenant will use and permit the Premises to be used only for general business offices and such other ancillary uses for the following departments of the Tenant as are permitted by Applicable Laws and not otherwise prohibited by the Landlord, acting reasonably, and for no other purpose.

7.02 CONDUCT OF BUSINESS AND PROHIBITED ACTIVITIES

- (a) The Tenant will open the whole of the Premises for business on the Commencement Date and will, at all times throughout the Term, conduct its business permitted pursuant to Section 7.01 continuously, diligently and actively in the whole of the Premises in a reputable and first class manner consistent with the best interests of the Building as a whole.
- (b) The Tenant will not carry on any business or do or permit anything which causes a nuisance, is dangerous or which is offensive or an annoyance to the Landlord or other occupant of the Building, as determined by the Landlord in its sole discretion.
- (c) The Tenant will ensure that all furniture, fixtures and equipment on or installed in the Premises are of first-class quality and will keep them in good condition.
- (d) The Tenant will comply with any reasonable requests of the Landlord and with the practices or procedures that any governmental or public authority may from time to time introduce for consumption of energy and will pay to the Landlord, on demand, all additional energy consumed by the Tenant by reason of non-compliance under this Section 7.02(d) as determined by the Landlord in a reasonable manner.

7.03 COMPLIANCE WITH LAWS

- (a) The Tenant will obtain all necessary permits and licenses required for the occupancy and carrying on of its business in and from the Premises.
- (b) The Tenant will comply with all Applicable Laws which relate to its ability to enter into and comply with this Lease, which affect the Premises or the Leasehold Improvements or which pertain to the Tenant's use of the Premises or the conduct of business or doing of work therein. If the Landlord is obligated by an Applicable Law to modify, extend, alter or replace any part of the Premises or any Leasehold Improvements, trade fixtures, furniture or equipment in the Premises, then the Landlord may, at its option, either do the necessary work at the expense of the Tenant, or give notice to the Tenant to do such work

within the requisite period of time and the Tenant will comply with such direction. The Tenant shall pay to the Landlord, upon demand, the costs of any work performed by the Landlord under this Section 7.03(b) together with an administration fee equal to fifteen percent (15%) of such costs.

7.04 DIRECTORY BOARD, SIGNS AND ADVERTISING

- (a) The Tenant shall be entitled, at its expense, to have its name shown upon the directory board of the Building, the design, style and location of which is as provided by the Landlord.
- (b) The Tenant will not display any sign, picture, advertisement, notice, lettering or decoration on the exterior of the Premises or in the interior of the Premises where it is visible from the exterior of the Premises without, in each instance, obtaining the Landlord's prior written approval. The Tenant will erect an identification sign on the outside of the doors leading into the Premises of a type and in a location specified in writing by the Landlord and in accordance with the Landlord's requirements for the Building. All signs will remain the property of the Tenant and will be maintained by the Tenant at its sole cost and expense. At the expiration or earlier termination of the Term, the Tenant will remove all of its signs and will promptly repair all damage caused by such removal. The Tenant's obligation to observe this covenant will survive the expiration or earlier surrender or termination of this Lease. In no event will the Tenant display any sign, picture, advertisement, notice, lettering or decoration on the exterior of the Building or in the Premises where it is visible from the exterior of the Building.

7.05 DISCHARGE AND RELEASE OF HAZARDOUS SUBSTANCES

- (a) Except as clearly permitted under Applicable Laws, the Tenant will not bring or permit to be brought on or into the Premises or the Building, or discharge or release or permit to be discharged or released, any Hazardous Substance. Where Applicable Laws permit the discharge or release of a Hazardous Substance, the Landlord may, at the Tenant's cost, perform audits of all such discharges or releases. If a discharge or release of a Hazardous Substance occurs that is not in compliance with Applicable Laws, the Tenant will immediately notify the Landlord and all authorities having jurisdiction (collectively the "Authorities" and individually an "Authority") and the Tenant will immediately clean up the discharge or release and restore the environment affected by the discharge or the release to the satisfaction of the Authorities and the Landlord. The Tenant will further provide to the Landlord a certificate from a duly qualified consulting engineer or from the Authorities stating that the clean up and restoration has occurred in accordance with all Applicable Laws.
- (b) The Tenant will comply fully with the orders of all Authorities (as defined above in Section 7.05(a)), including, but not limited to, requirements pertaining to pollution control, environmental audits or the clean up or remediation of damage to the environment. If the Tenant fails or refuses to promptly, expeditiously and fully carry out any order of an Authority or to comply with its obligations as set out above, or if the Landlord determines that the Tenant is not competent to carry out the order or to comply with the obligation, the Landlord may, at its option, upon five (5) days prior written notice (or on such shorter notice as is reasonable in the case of emergencies), enter upon the Premises and do what the Tenant was required to do and all costs incurred by the Landlord in so doing together with an administration fee of fifteen percent (15%) of those costs will be payable by the Tenant immediately upon demand.
- (c) The Tenant will retain all documents, records and other materials and promptly make them available to the Landlord to the extent required to permit the Landlord to determine that the Tenant is in full compliance with its obligations under this Section 7.05.

7.06 WASTE DISPOSAL

- (a) The Tenant shall arrange for its own regular office waste and recycling collection to the Premises and to dispose of same in a lawful manner. The Tenant will use the sewers only to dispose of liquid waste that is not a Hazardous Substance which may be lawfully discharged into the municipal sewer; and
- (b) the Tenant will comply with all requirements of governmental authorities pertaining to waste reduction including, but not limited to, performance of waste audits and waste reduction work plans. The Tenant will further provide promptly, copies of all documents and other evidence required to establish compliance with such requirements and the Tenant will cooperate with the Landlord by providing whatever documents and other information and by doing whatever else is reasonably requested in connection with waste reduction matters.

7.07 SPECIAL INDEMNITY

The Tenant will indemnify the Released Persons and save them harmless from every loss, cost, claim, expense, fine, penalty, prosecution or alleged infraction which they, or any of them, suffer or suffers as the result of the Tenant's breach of any of its obligations under either or both of Sections 7.05 and 7.06. In addition, the Tenant will pay to the Landlord, immediately upon demand, all costs incurred by the Landlord in doing any clean-up, restoration or other remedial work as a consequence of the Tenant's failure to comply with any of its obligations under either or both of Sections 7.05 and 7.06.

**ARTICLE 8
INSURANCE AND INDEMNITY**

8.01 LANDLORD'S INSURANCE

The Landlord will maintain, throughout the Term:

- (a) commercially reasonable fire and extended perils insurance on the Building (excluding the foundations and excavations) and the machinery, boilers and equipment contained in it and owned by the Landlord (except property that the Tenant and other tenants are required to insure); and
- (b) public liability and property damage insurance with respect to the Landlord's operations in the Building in a reasonable amount;
- (c) such other coverage, or increases in the amount of coverage specified above in this Section 8.01 as any Mortgagee may require from time to time or as the Landlord may consider advisable from time to time,

in reasonable amounts and with those reasonable deductions that a prudent owner of a property similar to the Building would maintain, having regard to size, age and location. This Section does not relieve the Tenant from liability arising from or contributed to by its negligence or misconduct. No insurable interest is conferred on the Tenant under any policies of insurance carried by the Landlord and the Tenant has no right to receive proceeds of any of those policies.

8.02 TENANT'S INSURANCE

- (a) The Tenant will maintain the insurance described below throughout the Term and any period when it is in possession of the Premises (including, for greater certainty, the Fixturing Period), and each policy of that insurance will name, as insureds, the Tenant, the Landlord, and the Mortgagee as their respective interests may appear. The insurance which the Tenant is required to maintain is as follows:

- (i) "all risks" property insurance (including earthquake, flood and collapse) in an amount equal to one hundred percent (100%) of the full replacement cost, insuring (1) all property owned by the Tenant, or for which the Tenant is legally liable, or installed by or on behalf of the Tenant, and located within the Building, including, but not limited to, fittings, installations, alterations, additions, partitions and all other Leasehold Improvements and (2) the Tenant's inventory, furniture and movable equipment;
- (ii) if applicable, broad form boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount of at least the full replacement cost of all Leasehold Improvements and of all boilers, pressure vessels, heating, ventilating and air-conditioning equipment and miscellaneous electrical apparatus owned or operated by the Tenant or by others (except for the Landlord) on behalf of the Tenant in the Premises or relating to or serving the Premises; and
- (iii) public liability and property damage insurance including personal injury liability, contractual liability, non-owned automobile liability, employer's liability and owners' and contractors' protective insurance coverage, with respect to the Premises and the Tenant's use of the Common Elements, with coverage including the activities and operations conducted by the Tenant and any other Person on the Premises and by the Tenant and any other Person performing work on behalf of the Tenant and those for whom the Tenant is in law responsible, in any other part of the Building. These policies will (1) be written on a comprehensive basis with inclusive limits of at least Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury for any one or more Persons or property damage (but the Landlord, acting reasonably or the Mortgagee, may require higher limits from time to time), and (2) contain a severability of interests clause and cross liability clauses;
- (iv) tenant's legal liability insurance for the full replacement cost of the Premises, including loss of their use; and
- (v) any other form of insurance and with whatever higher limits the Tenant, the Landlord (acting reasonably) or the Mortgagee requires from time to time in form, in amounts and for risks against which a prudent tenant would insure.

- (b) The policies specified under Section 8.01 and 8.02 will contain a waiver of any subrogation rights which the party's insurers may have against all and any of the other party and those for whom all and any of them are or is in law responsible, whether or not the damage is caused by their act, omission or negligence. Any release from liability of or waiver of claim for recovery from the other party or any of the parties named in this Lease, including but not limited to sections 8.05 and 8.06 herein, entered into prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder.

- (c) The policies specified under Section 8.02(a)(i), (ii) and (iii) will contain the Mortgagee's standard mortgage clause and may have reasonable deductibles of up to three percent (3%) of the amount insured. Each policy of insurance specified under Section 8.02(a) will (i) be taken out with insurers acceptable to the Landlord, acting reasonably; (ii) be in a form satisfactory to the Landlord; (iii) be non-contributing with, and will apply only as primary and not excess to any other insurance available to all and any of the Landlord, and the Mortgagee; (iv) not be invalidated with respect to the interests of all and any of the Landlord, and the

Mortgagee by reason of any breach or violation of warranties, representations, declarations or conditions contained in the policies and (v) contain an undertaking by the insurers to notify the Landlord, and the Mortgagee in writing not less than thirty (30) days before any material change, cancellation or termination.

- (d) Each year on the anniversary of the Commencement Date the Tenant will deliver certificates of insurance on the Landlord's standard form or other reasonably comparable form acceptable to the Landlord, duly executed by the Tenant's insurers evidencing that the required insurance is in force. No review or approval of any insurance certificate by the Landlord derogates from or diminishes the Landlord's rights under this Lease.
- (e) If the Tenant fails to maintain any insurance policy specified under Section 8.02(a), the Landlord shall have the right, but not the obligation, upon forty-eight (48) hours prior notice, to pay the cost or premium therefor, and in such event the Tenant will, upon demand, pay the Landlord's costs in so doing, together with a sum equal to fifteen percent (15%) of such costs representing the Landlord's overhead.

8.03 INCREASE IN PREMIUMS

(intentionally deleted)

8.04 CANCELLATION OF INSURANCE

The Tenant will not do or permit anything to be done that results in the cancellation or threatened cancellation or the reduction or threatened reduction of coverage under any insurance policy on the Building or any part of it. If the Tenant does or permits anything to be done that results in the cancellation or threatened cancellation or the reduction or threatened reduction of coverage under any insurance policy on the Building or any part of it, the Landlord may, at its option, either

- (a) exercise all of its rights and remedies as are contained in Article 14 after providing the Tenant with forty-eight (48) hours prior written notice during which time the Tenant has failed to remedy the condition giving rise to the cancellation, threatened cancellation or reduction or threatened reduction of coverage; or
- (b) enter upon the Premises and remedy the condition giving rise to such cancellation, threatened cancellation or reduction, including the removal of any offending article, after providing the Tenant with forty-eight (48) hours prior written notice (or without notice in the case of an emergency), and in such event the Tenant shall pay the Landlord's costs immediately upon demand, together with a sum equal to fifteen (15%) of such costs representing the Landlord's overhead. The Landlord shall not be liable for any damage or injury caused to any property of the Tenant or of others located on the Premises as a result of any such entry. The Tenant agrees that any such entry by the Landlord pursuant to this Section 8.04 is not a re-entry or a breach of any covenant for quiet enjoyment contained in this lease or implied by law.

8.05 LOSS OR DAMAGE

None of the Released Persons is liable for death or injury arising from any occurrence in, upon, at, or relating to the Building or damage to property of the Tenant or of others located on the Premises or elsewhere, nor will they be responsible for loss of or damage to, or loss of use of property of the Tenant or others from any cause, whether or not it results from (a) the negligence or misconduct of a Released Person, (b) the operation, faulty operation, interruption or breakdown of any of the base building systems or other services to be provided by the Landlord under this Lease, (c) the existence of any Hazardous Substance in any part of the Building or introduced into the Building from any other cause; or (d) any act, omission, negligence or misconduct of any tenant or occupant of space in the Building or property adjacent to the Building, or of the public or any Person in or on the Building.

8.06 INDEMNIFICATION OF THE LANDLORD

The Tenant will indemnify the Released Persons and save them harmless from and against all loss claims, actions, damages, liability and expenses, in connection with loss of life, personal injury, damage to property or any other loss or injury arising from this Lease or any occurrence in, on or at the Premises or from the occupancy or use by the Tenant of the Premises or any part of them, or occasioned wholly or in part by an act or omission of the Tenant or anyone for whom the Tenant is at law responsible. However, the Tenant is not required to indemnify the Released Persons or save them harmless from loss, claims, actions, damages, liability or expenses when they arise directly from the gross negligence or wilful misconduct of the Released Person(s).

ARTICLE 9 MAINTENANCE, REPAIRS AND ALTERATIONS BY THE TENANT

9.01 MAINTENANCE AND REPAIRS BY THE TENANT

Except to the extent that the Landlord is specifically responsible therefor under this Lease, the Tenant will, at its sole cost, repair and maintain the Premises (exclusive of any base building systems) and all improvements in or on them in good repair and condition to a standard consistent with the Operation Standard. This obligation includes, but is not limited to:

- (a) repainting and redecorating the Premises and cleaning drapes and carpets at reasonable intervals;
- (b) making repairs, replacements and alterations, as needed, including, without limitation, those that are necessary to comply with all Applicable Laws;

- (c) maintaining first class quality trade fixtures and Leasehold Improvements; and
- (d) removing from the Premises, at its expense when required by the Landlord (or the Landlord removing from the Premises at the Tenant's expense) any Hazardous Substance which may be in or incorporated into any part of the Premises).

9.02 APPROVAL OF THE TENANT'S ALTERATIONS

- (a) The Tenant will not make alterations, improvements, decorations, repairs or replacements to the Premises (individually and collectively "Premises Work") without the Landlord's prior written approval (not to be unreasonably withheld).
- (b) At least forty-five (45) days prior to the commencement of any Premises Work, the Tenant shall submit details of the proposed Premises Work to the Landlord for its approval, including plans and a reasonable number (as required by the Landlord) of copies of drawings and specifications prepared by qualified architects or engineers. The Tenant shall pay to the Landlord its then current charge and all disbursements incurred by the Landlord for the review of such drawings and specifications. The Landlord shall respond to any request for approval within thirty (30) days of receipt of all required details, drawings and specifications and provide details of any changes required. The Tenant shall incorporate such changes into its plans, drawings and specifications and resubmit them for approval. No Premises Work may be commenced until the Landlord's final approval has been given over the Tenant's plans, drawings and specifications and the Tenant shall not apply for a building permit prior to receiving such approval.
- (c) Prior to commencing any Premises Work, the Tenant will provide to the Landlord a current clearance certificate issued pursuant to the workers' compensation act of the Province in respect of the contractor and every sub-contractor which the Tenant proposes to employ or to permit to do work in respect of the Premises and the Tenant will not permit any contractor or sub-contractors to do work in respect of the Premises except for those for which the clearance certificate has been provided.
- (d) All Premises Work shall be performed:
 - (i) at the sole cost of the Tenant;
 - (ii) in a good and workmanlike manner;
 - (iii) in accordance with the drawings and specifications approved by the Landlord in advance and where any Premises Work is visible from Common Elements, the Tenant will comply with all design criteria for such Premises Work which the Landlord prescribes;
 - (iv) in accordance with all Applicable Laws and requirements of the Landlord's insurers;
 - (v) subject to the reasonable regulations, supervision, control and inspection of the Landlord; and
 - (vi) subject to such indemnification against liens and expenses as the Landlord reasonably requires.
- (e) If any Premises Work or installation of Leasehold Improvements depart from the standard for the Building or restrict access by the Landlord to any of the Common Elements, or restrict the installation of leasehold improvements by any other tenant in the Building, then the Tenant shall be responsible for all costs incurred by the Landlord in obtaining access to such Common Elements or in installing such other tenant's leasehold improvements.
- (f) Any increase in Taxes or fire or casualty insurance premiums for the Building attributable to any Premises Work shall be borne by the Tenant.

9.03 REPAIR WHERE THE TENANT IS AT FAULT

If the Building or any part it requires repair, replacement or alteration, (a) because of the negligence, fault, omission, want of skill, act or misconduct of the Tenant or its officers, agents, employees, contractors, invitees or licensees, (b) due to the requirements of any Applicable Laws relating to the Tenant's conduct of business, or (c) as a result of the Tenant stopping up or damaging the heating apparatus, water pipes, drainage pipes or other equipment or facilities or parts of the Building, the cost of the repairs, replacements or alterations plus a sum equal to fifteen percent (15%) of the cost for the Landlord's overhead will be paid by the Tenant to the Landlord on demand.

9.04 TENANT NOT TO OVERLOAD

The Tenant will not install equipment that overloads the capacity of the HVAC System or any utility, electrical, or mechanical facility in the Premises or the Building and will not, (a) bring into the Premises any utility, electrical, or mechanical facility or service of which the Landlord does not approve, or (b) bring upon the Premises anything that might damage them or overload the floors. If damage is caused to the Premises or to the Building as a result of the installation of such equipment or contravention of the provisions of paragraphs (a) or (b) of this Section by the act, neglect, fault, want of skill, or misuse of or by the Tenant or its officers, agents, servants, employees, contractors, invitees, licensees or by any Person having business with the Tenant, the Tenant will repair the damage or, at the Landlord's option, pay to the Landlord on demand the cost of repairing the damage plus a sum equal to fifteen percent (15%) of the costs for the Landlord's overhead.

9.05 REMOVAL AND RESTORATION BY THE TENANT

Excepting the Tenant's trade fixtures, all Premises Work (as defined in Section 9.02(a)), and all Tenant's Work performed by the Tenant or by the Landlord or others for or on behalf of the Tenant is the Landlord's property on affixation or installation, without compensation to the Tenant at any time, including upon the expiry or earlier termination or surrender of this Lease. Except as otherwise agreed to by the Landlord in writing, no Leasehold Improvements, trade fixtures or equipment shall be removed from the Premises by the Tenant at any time except as follows:

- (a) provided that the Tenant is not in default under this Lease the Tenant may, during the Term, in the ordinary course of its business or in the course of renovation, reconstruction or alteration of the Premises by the Tenant approved in accordance with this Lease, remove its trade fixtures or equipment if they have become excess for the Tenant's purposes or if the Tenant immediately substitutes new trade fixtures and equipment of equal or better value; and
- (b) the Tenant shall, at the expiry or earlier surrender or termination of this Lease, at its sole cost, remove its trade fixtures and equipment and those of its Leasehold Improvements that the Landlord requires be removed.

The Tenant shall at its own expense repair any damage caused to the Premises or to the Building by the installation or removal of the Leasehold Improvements, trade fixtures and equipment, and such obligation survives the expiry or earlier termination of this Lease. If the Tenant does not remove its trade fixtures and equipment within three (3) days after the expiry or earlier surrender or termination of this Lease, such trade fixtures and equipment shall be deemed conclusively to have been abandoned by the Tenant and may be appropriated, sold, destroyed or otherwise disposed of by the Landlord without notice or obligation to compensate the Tenant or to account therefor, and the Tenant shall pay to the Landlord, on demand, all costs incurred by the Landlord in connection therewith. Upon expiry or earlier surrender or termination of this Lease the Tenant will leave the Premises in the same condition as it was required to keep them in during the Term, will deliver all keys for the Premises to the Landlord at the place then fixed by the payment of Rent, and will provide the Landlord with combinations of all locks, safes and vaults in the Premises.

9.06 TENANT TO DISCHARGE ENCUMBRANCES

The Tenant will ensure that no construction or other lien (similar or otherwise), and no charge, mortgage, security interest, floating charge, debenture, or other encumbrance (collectively, "Encumbrance") is registered or filed against (a) the Building or any part of it, or (b) the Landlord's interest in the Building or any part of it, or (c) the Tenant's interest in the Premises, by any Person claiming by, through, under, or against the Tenant or its contractors or subcontractors. If the Tenant defaults under this section the Landlord may, in addition to its available remedies under Article 14, discharge the lien or Encumbrance upon two (2) business days prior written notice to the Tenant by paying the amount claimed to be due into court and the amount paid, as well as the costs and expenses (including solicitor's fees on a solicitor and client basis) incurred as the result of the registration or filing of the lien or Encumbrance, including the discharge of the lien or Encumbrance, will be paid by the Tenant to the Landlord on demand.

ARTICLE 10 DAMAGE AND DESTRUCTION AND EXPROPRIATION

10.01 INTERPRETATION OF ARTICLE 10

In this Article:

- (a) "Damage" means damage (including but not limited to, smoke and water damage and damage that amounts to destruction) that results from any cause and "Damaged" has a corresponding meaning;
- (b) "Landlord's Work" means the work to be performed by the Landlord pursuant to the provisions below;
- (c) "Substantial Completion" means completion of the Premises so that they are usable;
- (d) "Tenant's Work" means the work to be performed by the Tenant pursuant to Section 3.02 of Schedule "C";
- (e) "Usable" means usable by the Tenant for the purpose contemplated by this Lease.

10.02 DAMAGE TO PREMISES

- (a) If the Premises are Damaged and the repair can, in the opinion of the Architect, be Substantially Completed under Applicable Laws within one hundred and eighty (180) days from the date of such Damage (employing normal construction methods without overtime or other premiums), the Landlord will, to the extent the Damage results from a peril against which the Landlord is required to insure or otherwise insures, promptly repair or reconstruct the Premises to a base building state reflecting the state on which the Tenant shall accept the Premises at the start of this Lease. If part or all of the Premises is not Usable because of the Damage, then except where the Landlord's Work and Tenant's Work (as defined below in this Section 10.02(a)) take less than ten (10) days to complete after the date of the Damage (in which case no Rent abatement shall occur), the Minimum Rent (but not Additional Rent) will abate in the proportion that the Rentable Area of that part of the Premises which is not Usable (as determined by the Architect) is to the Rentable Area of the whole of the Premises, from the date of the Damage until the earlier of (i) the

date when the whole of the Premises is Usable again, or (ii) thirty (30) days after Substantial Completion of the Landlord's Work. When the Landlord notifies the Tenant that it has completed enough of the Landlord's Work to enable the Tenant to start its work, the Tenant will diligently perform all repairs to the Premises which are its responsibility under Section 9.01 of this Lease and all other work required to fully restore the Premises for use in the Tenant's business (including, without limitation, the work described in Section 3.01 of Schedule "C" but excluding Landlord's Work) (the "Tenant's Work") and will reopen the whole of the Premises for business as soon as possible but in any event within thirty (30) days after the Landlord's notice. All of the provisions of Schedule "C" will apply except for any fixturing period or rent free period and no capital allowance, inducement to lease, or other payment that was made to the Tenant at the time of, or in connection with the original construction of the Premises or the Tenant's Leasehold Improvements will be paid by the Landlord to the Tenant.

- (b) If the Premises are Damaged and the repair cannot, in the opinion of the Architect, be Substantially Completed under Applicable Laws within one hundred and eighty (180) days from the date of such Damage (employing normal construction method without overtime or other premiums), then either the Landlord or the Tenant may, by written notice provided to the other within thirty (30) days after receipt of the Architect's opinion, terminate this Lease on a date to be effective no later than thirty (30) days after delivery of such notice. All Rent will abate as of the effective date of termination and the Tenant will have no claim, action or demand against the Landlord as a result of or arising from any such early termination of this Lease. Notwithstanding the foregoing, the Tenant shall not be entitled to exercise its right of termination set out in this Section 10.02(b) if the Damage resulted from or was occasioned by any act, misconduct, negligence, or omission of the Tenant, its officers, servants, employees, contractors, invitees, licensees or Persons for whom the Tenant is responsible at law or over whom the Tenant may be reasonably considered to exercise control.

10.03 DAMAGE TO THE BUILDING

(intentionally deleted)

10.04 EXPROPRIATION OF THE BUILDING OR THE PREMISES

(intentionally deleted)

10.05 AWARDS

(intentionally deleted)

10.06 ARCHITECT'S CERTIFICATE

A certificate of the Architect will bind the parties concerning any of the matters that need to be determined under this Article 10.

ARTICLE 11 ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS

11.01 TRANSFERS

- (a) For the purpose of this Lease, "Transfer" means (i) an assignment, sale, conveyance, sublease, disposition or licensing of this Lease or the Premises or any part of them, or any interest in this Lease (whether or not by operation of law) or in a partnership that is a Tenant under this Lease; (ii) a mortgage, charge, lien, debenture (floating or otherwise) or other encumbrance of this Lease or the Premises or any part of them or of any interest in this Lease or of a partnership or partnership interest where the partnership is a Tenant under this Lease; (iii) a parting with or sharing of possession of all or part of the Premises; and (iv) a transfer or issue by sale, assignment, bequest, inheritance, operation of law or other disposition, or by subscription of all or part of the corporate shares of the Tenant or of an "affiliate" of the Tenant (as that term is defined in the Canada Business Corporations Act as at the date of this Lease) which results in a change in the effective voting control of the Tenant. "Transferor" and "Transferee" have meanings corresponding to the definition of "Transfer" set out above (and for the purpose of a Transfer described in Section 11.01(a)(iv) the Transfer is the Person that has effective voting control before the Transfer and the Transferee is the Person that has effective voting control after the Transfer).
- (b) The Tenant will not effect a Transfer of the Lease without the consent of the Landlord, which consent may be withheld in the sole and absolute discretion of the Landlord due to the special purpose nature of the tenancy herein.
- (c) If the Tenant intends to effect a Transfer, the Tenant shall give prior notice to the Landlord of such intent specifying the identity of the proposed Transferee, the type of Transfer contemplated, and the financial and other terms of the Transfer, and shall provide such financial, business or other information relating to the proposed Transferee and its principals as the Landlord or any Mortgagee requires, together with copies of all documents which record the particulars of the proposed Transfer. The Landlord shall, within thirty (30) days after having received such notice and all requested information, notify the Tenant either that:
- (i) it consents or does not consent to the Transfer in accordance with the provisions of this Article 11;

- (ii) it consents on such terms and conditions in addition to Section 11.03 as the Landlord, in its sole opinion, deems fit; or
- (iii) it elects to terminate this Lease as to the whole or the part of the Premises affected by the proposed Transfer in accordance with Section 11.02

provided that all documents relating to a Transfer or the Landlord's consent will be prepared by the Landlord or its solicitors and all of the administrative, processing and legal costs of the Landlord will be paid to the Landlord by the Tenant on demand.

- (d) The Landlord shall have no liability for or in connection with any claims made by the Tenant as a result of the Landlord withholding its consent to any Transfer or terminating this Lease pursuant to Section 11.02.

11.02 LANDLORD'S RIGHT TO TERMINATE

If the Landlord elects to terminate this Lease as to the whole or the part of the Premises affected by the proposed Transfer, it shall stipulate in its notice the termination date, which date will not be less than one hundred twenty (120) days and not more than one hundred eighty (180) days following delivery of such notice. If the Landlord elects to terminate this Lease, the Tenant shall notify the Landlord within ten (10) days thereafter of the Tenant's intention either to refrain from such Transfer or to accept the termination of this Lease as to the whole or the part thereof in respect of which the Landlord has exercised its rights. If the Tenant fails to deliver such notice within such ten (10) days or notifies the Landlord that it accepts the Landlord's termination, this Lease will, as to the whole or affected part of the Premises, as the case may be, be terminated on the date of termination stipulated by the Landlord in its notice of election to terminate. If the Tenant notifies the Landlord within ten (10) days that it intends to refrain from such Transfer, then the Landlord's election to terminate this Lease shall become void.

11.03 NO ADVERTISING OF THE PREMISES

The Tenant shall not offer or advertise the whole or any part of the Premises or this Lease for the purpose of a Transfer and shall not permit any broker or other person to do so unless the complete text and format of such advertisement is approved in writing by the Landlord. However, in no event will the advertisement contain any reference to the rental rate for the Premises.

11.04 SALES AND OTHER DISPOSITIONS BY THE LANDLORD

Nothing in this Lease shall restrict the right of the Landlord to sell, convey, assign or otherwise deal with the Building or any part of it, subject only to the rights of the Tenant under this Lease. A sale, transfer or conveyance of the Building by the Landlord or an assignment by the Landlord of this Lease or any interest of the Landlord under it shall operate to release the Landlord from liability from and after the effective date thereof for all of the covenants, terms and conditions of this Lease, express or implied, except as such (a) may relate to the period prior to such effective date and (b) are not assumed by the purchaser, transferee or donee, and the Tenant shall thereafter look solely to the Landlord's successor in interest in and to this Lease.

ARTICLE 12 ACCESS AND ALTERATIONS

12.01 RIGHT OF ENTRY

- (a) It is not a re-entry or a breach of quiet enjoyment if the Landlord and its representatives enter the Premises at reasonable times after twenty-four (24) hours notice (but if the Landlord determines there is an emergency, no notice is required) (i) to examine them, (ii) to make repairs, alterations, improvements or additions to the Premises, the Building or adjacent property, (iii) to conduct an environmental audit of the Premises or any part of the Building, or (iv) to carry out any of its rights or obligations under this Lease, and the Landlord and its representatives may take material into and on the Premises for those purposes. This right extends to (and is not limited to) the pipes, conduits, wiring, ducts, columns and other parts of the Common Elements in the Premises. Rent will not abate or be reduced while the repairs, alterations, improvements or additions are being made and the Landlord is not liable for any damage, injury or death caused to any Person or to the property of the Tenant or others located on the Premises as a result of the entry, regardless of how the damage, injury or death is caused. The Landlord will take reasonable steps to minimize any interruption of the Tenant's business in exercising its rights under this Section 12.01(a).
- (b) The Landlord may enter the Premises at reasonable times to show them to prospective purchasers, tenants or Mortgagees. During the twelve (12) months before the expiry of the Term, the Landlord may display on the Premises "For Rent" notices of reasonable size and number, and in reasonable locations.

ARTICLE 13 STATUS STATEMENTS, SUBORDINATION AND ATTORNMENT

13.01 STATUS STATEMENTS

Within ten (10) days after each request by the Landlord, the Tenant will deliver to the Landlord, on a form supplied by the Landlord, a status statement or certificate addressed to any proposed Mortgagee, purchaser or other donee of part or all of the Building and to the Landlord, stating details of the tenancy and confirming as correct specific information pertaining to the tenancy such as, by way of example:

- (a) that this Lease is in full force and effect, except only for any modifications that are set out in the statement certificate;
- (b) the commencement and expiry dates of this Lease;
- (c) that the Tenant is in possession of the Premises and is paying Rent as provided in this Lease;
- (d) the date to which Rent has been paid under this Lease and the amount of any prepaid Rent or any deposits held by the Landlord;
- (e) whether there are any set-offs, defences or counterclaims against enforcement of the Tenant's obligations under this Lease;
- (f) that there is not, any uncured default on the part of the Landlord, or, if there is a default, the certificate will state the particulars;
- (g) that the Premises are free from any construction deficiencies or, if there are any, the certificate will state the particulars);
- (h) with reasonable particularity, details concerning the Tenant's financial standing and corporate organization as the Landlord or the Mortgagee may reasonably require; and
- (i) any other information or statement that a proposed Mortgagee, purchaser or disposee may reasonably require.

Any such statement may be relied upon by any prospective transferee or Mortgagee of all or any portion of the Building or any assignee of any such Person.

13.02 SUBORDINATION AND ATTORNMENT

- (a) This Lease is and will remain subordinate to every mortgage, charge, trust deed, financing, refinancing or collateral financing, present or future, and the instruments of, as well as the charge or lien resulting from all or any of them and any renewals or extensions of them from time to time (collectively, an "Encumbrance") against the Premises or the Building and the Tenant will, on request, sign any document requested by the Landlord to confirm the subordination of this Lease to any Encumbrance and to all advances made or to be made on the security of the Encumbrance. The Tenant will also, if the Landlord requests it to do so, attorn to the holder of any Encumbrance, or to any purchaser, transferee or disposee of the Building or of an ownership or equity interest in the Building and the Tenant will, on request, sign any document requested by the Landlord to confirm such attornment.
- (b) If possession is taken under, or any proceedings are brought for the foreclosure of, or if a power of sale is exercised resulting from an Encumbrance the Tenant will attorn to the Person that so takes possession if that Person requests it and will recognize that Person as the Landlord under this Lease.
- (c) The form and content of any document confirming or effecting the subordination and attornments provided for in this Section 13.02 will be that required by the Landlord or the holder of the Encumbrance in each case, and each such document will be delivered by the Tenant to the Landlord within ten (10) days after the Landlord requests it.

ARTICLE 14 DEFAULT

14.01 EVENTS OF DEFAULT

An "Event of Default" occurs when:

- (a) the Tenant defaults in the payment of Rent or Rental Taxes and fails to remedy the default within five (5) days after written notice;
- (b) the Tenant commits a breach that is capable of remedy (other than a breach in the payment of Rent or Rental Taxes) and fails to remedy the breach within ten (10) days after written notice to the Tenant specifying particulars of the breach and requiring the Tenant to remedy the breach (or if the breach would reasonably take longer than ten (10) days to remedy, fails to start remedying the breach within the ten (10) day period or fails to continue diligently and expeditiously to complete the remedy);
- (c) the Tenant commits a breach of this Lease that is not capable of remedy and has received written notice specifying particulars of the breach;
- (d) the Tenant or a Person carrying on business in any part of the Premises becomes bankrupt or insolvent or makes application for relief from creditors under the provisions of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors;
- (e) steps are taken or proceedings are instituted for the dissolution, winding-up or other termination of the Tenant's existence or for the liquidation of their respective assets;

- (f) a receiver or a receiver and manager is appointed for all or a part of the business or assets of the Tenant, or of another Person carrying on business in the Premises;
- (g) the Tenant makes or attempts to make a sale in bulk of any of their respective assets other than in conjunction with a Transfer approved by the Landlord;
- (h) a writ of execution is issued against the Tenant and remains outstanding for more than ten (10) days or this Lease or any of the Tenant's assets on the Premises are taken or seized under a writ of execution, an assignment, pledge, charge, debenture or other security instrument and such writ, assignment, pledge, charge, debenture or other security instrument is not stayed or vacated within fifteen (15) days after the date of such taking;
- (i) the Tenant effects or attempts to effect a Transfer that is not permitted by this Lease;
- (j) the Premises are vacant or unoccupied for five (5) consecutive days or the Tenant abandons or attempts to abandon the Premises or sells or removes property from the Premises so that there is insufficient property on the Premises free and clear of any encumbrance ranking ahead of the Landlord's lien to satisfy the Rent accruing for at least twelve (12) months; or
- (k) the Tenant commits a breach under either or both of Sections 7.05 and 7.06 of this Lease.

14.02 REMEDIES UPON AN EVENT OF DEFAULT

- (a) Upon the occurrence of an Event of Default the full amount of the current months' Rent together with the next three (3) months' installments of Minimum Rent, Rental Taxes and Additional Rent will immediately become due and payable and the Landlord shall have the following rights and remedies without prejudice to any other rights which it has under this Lease or at law:
 - (i) to terminate this Lease and re-enter and repossess the Premises and remove all Persons and property from the Premises;
 - (ii) seize, sell, dispose of or store all or any property on the Premises, all at the Tenant's expense as the Landlord considers appropriate, all without notice to the Tenant, without legal proceedings and without liability for loss or damage and without prejudice to the rights of the Landlord to recover damages and all other amounts which the Landlord is entitled to claim by reason of the Tenant's breach of this Lease; and
 - (iii) to enter the Premises as agent of the Tenant but without terminating this Lease in order to relet the Premises or a part of them for whatever term or terms (which may be for a term extending beyond the Term) and at whatever Rent and upon whatever other terms the Landlord considers advisable. No repossession of the Premises by the Landlord will be construed as an election by the Landlord to terminate this Lease unless a written notice of termination is given to the Tenant. On each such reletting, the Rent received from the reletting shall be applied as follows: first, to the payment of any expenses incurred by the Landlord with respect to any such reletting (including brokerage fees, solicitors fees and the costs of any alterations or repairs needed to facilitate the reletting); second, to the payment of any amounts owed to the Landlord by the Tenant that are not Rent or Rental Taxes; third, to the payment of Rent and Rental Taxes in arrears, and the residue, if any, will be held by the Landlord and applied to payment of future Rent and Rental Taxes as it becomes due and payable. If the Rent and Rental Taxes received from a reletting during a month are less than that to be paid by the Tenant during that month, the Tenant will pay the deficiency to the Landlord (which deficiency will be calculated and paid monthly in advance on or before the first day of every month). If the Landlord repossesses the Premises in accordance with this Section 14.02(a)(iii), the Landlord may remove all property from the Premises, sell or dispose of it as the Landlord deems fit or store it at the Tenant's cost, without notice, without legal proceedings, without liability for loss or damage and without prejudice to the Landlord's rights to recover damages and all other amounts which the Landlord is entitled to claim by reason of the Tenant's breach of this Lease. If the Landlord relets without terminating, it may afterwards elect to terminate this Lease for the previous default;
- (b) Upon the occurrence of an Event of Default, the Landlord shall be entitled to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of the default by the Tenant including, without limitation, all arrears of Rent, all legal fees on a solicitor and client basis (including, without limitation, those incurred in connection with recovery of possession of the Premises or in connection with the recovery of Rent or Rental Taxes) and, if this Lease is terminated by the Landlord, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following any termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises.

14.03 LANDLORD MAY CURE THE TENANT'S DEFAULT

If the Tenant defaults in the payment of money that it is required under this Lease to pay to a third party, the Landlord may, after giving five (5) days prior written notice to the Tenant, pay all or any part of the amount payable. If the Tenant defaults under this Lease (except for a default in the payment of Rent or Rental Taxes), the Landlord may, except in the case of an emergency where no notice is required, perform or cause to be performed all or part of what the Tenant failed to perform after giving the appropriate notice provided for in Section 14.01 of this Lease or such lesser notice as is expressly provided for elsewhere in this Lease, and may enter the Premises and do such

things that it considers necessary for that purpose. The Landlord will have no liability to the Tenant for loss or damages resulting from its action or entry on the Premises and the Tenant will pay to the Landlord on demand the Landlord's expenses plus fifteen percent (15%) of those expenses for the Landlord's overhead.

14.04 WAIVER OF EXEMPTION FROM DISTRESS

Notwithstanding any Applicable Laws or any legal or equitable rule of law, none of the inventory, furniture, equipment or other property of the Tenant that is, or was at any time, owned by the Tenant is exempt from levy by distress for Rent.

14.05 APPLICATION OF MONEY

The Landlord may apply money received from or due to the Tenant against money due and payable under this Lease. The Landlord may impute any payment made by or on behalf of the Tenant towards the payment of any amount due and owing by the Tenant at the date of such payment, regardless of any designation or imputation by the Tenant.

14.06 REMEDIES GENERALLY

The remedies under this Lease are cumulative and no remedy is exclusive or dependent upon any other remedy. Any one or more remedies may be exercised generally or in combination. The specifying or use of a remedy under this Lease does not limit the right to use other remedies available under this Lease or generally at law. Except as otherwise expressly set out in this Lease, the Tenant's only remedy in respect of any breach by the Landlord under this Lease shall be for damages.

ARTICLE 15 MISCELLANEOUS

15.01 RULES AND REGULATIONS

The Landlord, acting reasonably, may adopt rules and regulations which may differentiate between different types of businesses in the Building. Each rule and regulation, as revised from time to time, forms part of this Lease as soon as the rule, regulation or revision is made known to the Tenant. The Tenant will comply with each rule and regulation and each revision thereof. No rule or regulation, however, will contradict the terms, covenants and conditions of this Lease. The Landlord is not responsible to the Tenant for the non-observance of a rule or regulation by any other tenant of Leasable Premises or occupant of the Building or of the terms, covenants or conditions of any other lease of Leasable Premises.

15.02 OVERHOLDING - NO TACIT RENEWAL

If the Tenant remains in possession of the Premises after the Term with the consent of the Landlord but without executing a new lease, there is no tacit renewal of this Lease despite any statutory provision or legal presumption to the contrary. The Tenant will occupy the Premises on a month-to-month basis only on the same terms and conditions set out in this Lease except for any right of extension or renewal and except that the rate per square foot of Minimum Rent shall be equal to one hundred and fifty percent (150%) of the rate per square foot of Minimum Rent which was payable by the Tenant as at the last day of the Term.

15.03 RELATIONSHIP OF PARTIES - NO PARTNERSHIP OR AGENCY

Nothing contained in this Lease or as a result of any acts of the parties hereto will be deemed to create any relationship between the parties hereto other than that of Landlord and Tenant.

15.04 ACCORD AND SATISFACTION

Payment by the Tenant or receipt by the Landlord of less than the required monthly payment of Minimum Rent is on account of the earliest stipulated Minimum Rent. An endorsement or statement on a cheque or letter accompanying a cheque or payment as Rent is not an acknowledgment of full payment or an accord and satisfaction, and the Landlord may accept and cash the cheque or payment without prejudice to its right to recover the balance of the Rent or pursue its other remedies.

15.05 TENANT PARTNERSHIP

(intentionally deleted)

15.06 WAIVER

The waiver by the Landlord or the Tenant of a default under this Lease is not a waiver of any subsequent default. The Landlord's acceptance of Rent after a default is not a waiver of any preceding default under this Lease even if the Landlord knows of the preceding default at the time of acceptance of the Rent. No term, covenant or condition of this Lease will be considered to have been waived by the Landlord or the Tenant unless the waiver is in writing. The Tenant waives any statutory or other rights in respect of abatement, set-off or compensation in its favour that may exist or come to exist in connection with Rent.

15.07 SUCCESSORS

The rights and obligations under this Lease extend to and bind the successors and assigns of the Landlord and, if Article 11 is complied with, the heirs, executors, administrators and permitted successors and permitted assigns of the Tenant. If there is more than one Tenant, or more than one Person comprising the Tenant, each is bound jointly and severally by this Lease.

15.08 FORCE MAJEURE

Despite anything contained in this Lease to the contrary, if the Landlord or the Tenant is, in good faith, delayed or prevented from doing anything required by this Lease because of a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason, that is not the fault of the party delayed, the doing of the thing is excused for the period of the delay and the party delayed will do what was delayed or prevented within the appropriate period after the delay. The preceding sentence does not excuse the Tenant from payment of Rent or the Landlord from payment of amounts that it is required to pay, in the amounts and at the times specified in this Lease.

15.09 NOTICES

Notices, demands, requests or other instruments under this Lease will be delivered or sent by facsimile or registered mail postage prepaid and addressed (a) if to the Landlord, as indicated in Section 1.01(b) of this Lease or to such other Person at any other address that the Landlord designates by written notice, and (b) if to the Tenant, at the Premises, or, at the Landlord's option, to the address set out in Section 1.01(c). A notice, demand, request or consent will be considered to have been given or made on (i) the day that it is delivered, (ii) the date of transmission if the facsimile is received prior to 5:00 p.m. or (iii) seventy-two (72) hours after the date of mailing. Despite what is stated above, the Tenant acknowledges that if its head office address is stipulated as a post office box or rural route number, then notice will be considered to have been sufficiently given to the Tenant if delivered in person or sent by registered mail to the Premises or, where notice cannot be given in person upon the Premises, by posting the notice upon the Premises. Either party may notify the other in writing of a change of address and the address specified in the notice will be considered the address of the party for the giving of notices under this Lease. If the postal service is interrupted or substantially delayed, any notice, demand, request or other instrument will only be delivered in person. A notice given by or to one Tenant is a notice by or to all of the Persons who are the Tenant under this Lease.

15.10 REGISTRATION

The Tenant will not register or permit the registration of this Lease or any assignment or sublease or other document evidencing an interest of the Tenant or anyone claiming through or under the Tenant in this Lease or the Premises. However, at the Tenant's request and subject to the Tenant paying the Landlord's costs and expenses, the Tenant may register a notice of lease or caveat which describes the parties, the Term and contains the other minimum information required under the applicable legislation, but the notice of lease or caveat must be in a form satisfactory to the Landlord, acting reasonably. Upon the expiry or earlier termination of this Lease the Tenant shall, at its sole expense, remove the notice of lease or caveat from title to the Building failing which the Landlord shall have the right to do so at the Tenant's sole expense. The Landlord may, at its expense, require the Tenant to execute promptly whatever document the Landlord requires for registration on title to the Building or any part of it in connection with this Lease.

15.11 SURVIVAL OF OBLIGATIONS

The indemnity provisions of this Lease and the Landlord's rights in respect of any failure by the Tenant to perform any of its obligations under this Lease shall remain in full force and effect notwithstanding the expiration or earlier termination of the Term.

15.12 MEETING SPACE ACCESS PACKAGE

The Tenant shall be entitled, subject to availability and compliance with the Landlord's standard booking procedures, to the use of certain meeting space as designated by the Landlord. The Tenant shall promptly pay the Landlord's standard rental fees associated with such use provided that, so long as the Tenant is not in Default, it shall be entitled to have such rental fees waived once per Lease Year for the use of each of the following spaces (for clarity, the Tenant may use each of the following spaces once per Lease Year with no standard rental fees payable): Wolf Performance Hall, Stevenson & Hunt Meeting Room, Training Room, Hudson Bay Passageway, and Rotary Reading Garden. Notwithstanding the foregoing, the Tenant shall at all times be responsible for all costs associated with additional services necessary for the use of any meeting space including but not limited to AV operators, catering, security, and other costs.

15.13 ACCESS TO WASHROOMS

The Tenant's employees shall have access to the public washrooms on the second floor the Landlord's Premises during Business Hours.

15.14 ACCEPTANCE OF LEASE

The Tenant hereby accepts this Lease of the Premises to be held by it as Tenant, subject to the conditions, restrictions and covenants herein set forth.

IN WITNESS WHEREOF, the Landlord and the Tenant have signed and sealed this Lease as of the date first above written.

LONDON PUBLIC LIBRARY
(Landlord)

Per: Barbara Jessop
Name: BARBARA JESSOP
Title: DIRECTOR, FINANCIAL SERVICES

Per: Margaret Wilkinson
Name: MARGARET WILKINSON
Title: Senior Director, Administration & Special Projects.

THE CORPORATION OF THE CITY OF
LONDON
(Tenant)

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE "A" - LEGAL DESCRIPTION OF THE LANDS

PART OF LOTS 1 & 4 AND ALL OF LOTS 2 & 3, SOUTH OF DUNDAS STREET WEST, AND PART OF LOTS 2, 3 AND 4, NORTH OF KING STREET WEST, DESIGNATED AS PARTS 2 AND 3 ON PLAN 33R-14217, CITY OF LONDON, COUNTY OF MIDDLESEX BEING THE WHOLE OF PIN 08321-0146 (LT)

SCHEDULE "B" - FLOOR PLAN OF THE PREMISES

See attached.

SCHEDULE "C" - LANDLORD'S AND TENANT'S WORK

I. ACKNOWLEDGMENTS

1.01 Acceptance of Premises

The Tenant acknowledges that it has carefully examined the Premises and that it will accept the Premises in 'as is' condition.

1.02 Architect's Opinion

The Architect's opinion is binding on the Landlord and the Tenant respecting all matters regarding the Landlord's Work and the Tenant's Work.

1.03 Access to Premises

(a) The Landlord may enter the Premises to maintain, install, alter or relocate utilities, pipes, conduits and ducts, to install or reinforce columns, or to do other work that benefits the Premises or that is required in connection with other parts of the Building or the adjacent property if subject to a right of way or easement, and the Tenant shall throughout the Term provide the Landlord or utility companies with free and uninterrupted access for those purposes.

1.04 Delay In Possession

(intentionally deleted)

1.05 Removal of Liens

If liens are claimed, filed or registered against the Premises or other parts of the Building in connection with the Tenant's Work, then the Landlord may avail itself of all rights and remedies contained in Section 9.06 of this Lease.

1.06 Occupational Health and Safety

The Tenant will ensure that a comprehensive and rigorous health and safety program to protect workers is implemented for the performance of the Tenant's Work. The Tenant will indemnify each of the Released Persons in respect of all claims, infractions, prosecutions, alleged infractions, losses, costs and expenses and any fines or proceedings relating to fines or other offenses under all occupational health and safety and similar legislation that might be brought, imposed against, or suffered by Released Persons or any of them in connection with the performance of the Tenant's Work. In addition, the Tenant will do, at least the following:

ensure that all obligations imposed by statute, law or regulation on "constructors" or on other persons supervising, completing or coordinating the Tenant's Work are properly performed, that all directions given by any governmental or other regulatory inspector are properly performed and that necessary access is provided to those inspectors;

(a) where statute, law or regulation provides for designations of separate Buildings, co-operate with the Landlord in having the Tenant's Work designated as a separate Building so that the Landlord does not incur obligations as a constructor or similar obligations in connection with the performance of the Tenant's Work;

(b) comply with any recommendations that the Landlord gives to the Tenant in connection with the performance of the Tenant's Work having regard to health and safety requirements;

(c) employ only contractors and require contractors to employ only sub-contractors that have good health and safety records, and provide evidence satisfactory to the Landlord concerning their health and safety records; and

(d) provide to the Landlord whatever rights of access, inspection, and whatever information, and documents the Landlord requires in order to ensure that the Tenant's obligations under this Section are complied with.

II. LANDLORD'S WORK

2.01 Landlord's Work

The Premises shall be delivered in 'as is' condition and the Landlord is not obligated to complete any work hereunder.

III. TENANT'S WORK

3.01 Tenant's Work

The Tenant shall complete all work necessary to demise, finish, fixture and equip the Leased Premise in order to make the Premises complete and suitable to open for business and in accordance with the plans and specifications attached to Schedule "D" and subject to the Landlord's reasonable advance approval, which work shall be

completed in accordance with this Schedule, at the Tenant's sole expense, including the cost of all equipment and work required to be provided and performed.

The Tenant acknowledges and agrees that (i) it is accepting possession of the Premises in an "as is" condition as of the commencement of the Fixturing Period, (ii) no changes are to be made to the fixturing, lay-out, utilities and services without obtaining the prior written approval of the Landlord and all governmental authorities having jurisdiction thereover, thereto (iii) the Landlord has no responsibility or liability for making any renovation, alterations or improvements in or to the Premises, and (iv) all renovations, alterations or improvements in or to the Premises are the sole responsibility of the Tenant and are subject to the Landlord's reasonable review and approval of all plans in advance as provided herein, which work shall be undertaken and completed at the Tenant's expense and strictly in accordance with the provisions of this Schedule "C" and the Lease. The Tenant agrees to complete all required work prior to the Commencement Date.

3.02 Restrictions and Requirements

Despite anything to the contrary contained in this Schedule, the following restrictions and requirements apply:

(a) **FLOOR LOADS** - The Tenant will not, without the prior written consent of the Landlord, impose upon any floor area a greater load than the designed live load capacity for the Building;

(b) **SUSPENDED LOADS** - No suspended loads are permitted other than the normal ceiling and lighting loads from the underside of any floor, roof or ceiling structures or assemblies of the Building without the prior written approval of the Landlord. No suspended loads will be permitted from roofs, steel deck, ducts, pipes or conduits.

(c) **BUILDING ROOF** - The Tenant will not enter, nor will it permit those for whom it is in law responsible, or its contractors, or their employees or agents, to enter onto the roof of the Building or make any opening in the roof. Neither the Tenant nor its workmen will drill or cut openings in the floors, columns, walls, ceilings, roofs or structure of the Building; nor will they vary or alter in any manner whatsoever any plumbing, electrical, mechanical systems or HVAC System of the Building or any of their components whether or not located within the Premises. Any such work required by the Tenant, if approved by the Landlord, will be performed by the Landlord at the Tenant's expense.

3.03 Removal of Equipment and Improvements

Any requirement under this Article III for the Tenant to provide equipment, carry out work or complete improvements also requires the Tenant to remove any existing corresponding equipment and improvements, unless the Lease or the Landlord directs otherwise.

IV. LANDLORD'S REQUIREMENTS FOR TENANT'S WORK

4.01 Requirements Prior to the Commencement of the Tenant's Work

(a) Submission and Approval of Plans, Drawings and Specifications and Requirements with Respect to Performance of the Tenant's Work - The Tenant shall comply with all of the provisions of Section 9.02 of the Lease;

(b) Tenant's Insurance - Before entering on the Premises for any purpose, the Tenant will provide the Landlord with a certificate of insurance on the Landlord's standard form, duly executed by the Tenant's insurers, evidencing that the insurance required to be placed by the Tenant pursuant to the Lease is in force.

(c) Tenant's Permits - The Tenant will provide evidence satisfactory to the Landlord prior to commencing any work in respect of the Premises that the Tenant has obtained at its expense, all necessary consents, permits, licenses and inspections from all governmental and regulatory authorities having jurisdiction and will post permits when required by law. Should the Tenant fail to obtain any required consent, permit, license, inspection or certificate, the Landlord may, but will not be obligated to, obtain it on behalf of the Tenant at the Tenant's expense.

(d) Compliance with the Landlord's Requirements - The Tenant will itself and will also cause its contractors to: (i) abide by all safety regulations, (ii) provide adequate fire protection including, without limitation, fire extinguishers, (iii) deliver and store materials and tools as may be directed by the Landlord, (iv) stop immediately, if requested by the Landlord, any work which, in the opinion of the Landlord, by reason of public hazard, noise or otherwise, is likely to affect the normal operation of the Building or any part of it, and (v) abide by all the rules and regulations and requirements established by the Landlord from time to time relative to the construction of the Premises.

4.02 Fixturing Period

The Fixturing Period shall be as set out in Section 1.01(g) of this Lease.

4.03 Requirements After the Performance of the Tenant's Work

(a) Tenant's Declaration - The Tenant will provide to the Landlord, upon request, a statutory declaration (the "Declaration"): (i) stating that the Tenant's Work has been performed in accordance with all of the provisions of this Schedule and that all deficiencies (if any) which the Landlord has brought to the Tenant's attention have been corrected; (ii) stating that there are no construction, builders', mechanic's, workers', workers' compensation or other liens and encumbrances affecting the Premises or the Building with respect to work, services or materials relating to the Tenant's Work and that all accounts for work, services and materials have been paid in full with respect to all of the Tenant's Work; (iii) listing the general contractor and all other contractors who did work or provided materials in

connection with the Tenant's Work, together with copies of all invoices and other papers disclosing the total costs actually expended by the Tenant for completion of the Tenant's Work; and (iv) confirming the date upon which the last such work was performed and materials were supplied.

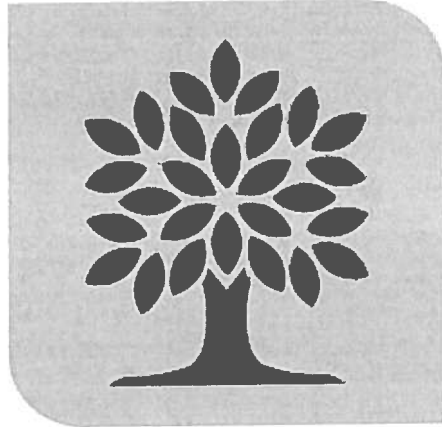
(b) Final Workers' Compensation Clearances - The Tenant will also furnish to the Landlord, within sixty (60) days after the opening of the Premises for business, a clearance certificate issued under the workers' compensation act of the Province in respect of each contractor and sub-contractor.

V. RENT DURING FIXTURING PERIOD

5.01 During the Fixturing Period the Tenant shall not be obligated to pay Minimum Rent or Additional Rent (except for charges for Utilities under Section 6.02 and the costs of any additional services in accordance with Section 6.03 for which the Tenant will continue to be obligated to pay), but the Tenant shall be subject to all the other terms and conditions of this Lease insofar as they are applicable including, without limitation, the obligation to maintain insurance pursuant to Section 8.02(a) of the Lease, and the provisions relating to the liability of the Tenant for its acts and omissions, and the acts and omissions of its servants, employees, agents, contractors, invitees, concessionaires and licensees and the indemnification of the Landlord and others under the Lease.

SCHEDULE "D" -- TENANT'S WORK - PLANS & SPECIFICATIONS

See attached.



London
C A N A D A

The Corporation of The City of London

Request for Proposal 17- 22 Lease of Office Space

Proposal submissions must be received by Purchasing and Supply in a sealed envelope or package clearly marked with the Name and Address of the Proponent, Title of File and File Number. Completed Proposal submissions can be **Mailed** to Purchasing and Supply, P.O. BOX 5035, London, Ontario N6A 4L9 or **Hand Delivered** (In Person or by Courier) to Purchasing & Supply, 267 Dundas Street, 4TH Floor. London, Ontario N6A 1H2. Proponents are solely responsible for ensuring Proposal submissions are received by Purchasing & Supply prior to the Closing Date and Time. **Failure to Submit the Proposal as Requested Will Result in the Proposal Submission Being Rejected.**

Request for Proposal documents are available for download from [Biddingo](#) or pick-up at the City of London's Purchasing and Supply office. Only proposal submissions received from Proponents who have obtained the documents directly from Biddingo or the City of London's Purchasing and Supply office will be considered for this Request for Proposal. Proponents who have not obtained their Request for Proposal documents through either of these two (2) acceptable methods shall have their proposal submission rejected.



The Corporation of the City of London

Purchasing and Supply
P.O. Box 5035
London, Ontario N6A 4L9
City of London

Proposal Checklist

1. Have you complied with the "Submission Instructions", Section 6.0? _____
2. Have you complied with the "Submission Requirements", Section 8.4? _____
3. Have you acknowledged the number of addenda issued in the appropriate space provided in section 10.7 of the Form of Proposal? _____
Failure to acknowledge receipt of all addenda on the Form of Proposal will result in your proposal submission being rejected.
4. Have you purchased the Bid Documents at the City of London's Purchasing and Supply Office (hard copy) or from Biddingo (electronic copy)? _____
5. Form of Proposal – Original Signature in Ink, Section 10.0? _____
Failure to do so shall result in the proposal submission being rejected.
6. Have you included the USB flash drive? _____

Document Fees (Non Refundable)

Original Hard Copy – Cost is \$55.00 – Cheque made payable to the "City Treasurer".

- i) Upon request, the City will mail out a hard copy of the original document, including drawings (if applicable).
- ii) Notify Proponent who was awarded the contract.



THE CORPORATION OF THE CITY OF LONDON

Purchasing and Supply
P.O. Box 5035
London, Ontario N6A 4L9
www.london.ca

PROPONENTS RESPONSE CHECK LIST

REQUIRED SUBMISSIONS

Attachments

- Proponent Declaration (Form of Proposal)
- Third Party Leased Premises Offer Form
- Hazardous Materials Declaration Form
- Proponents Qualifications
- Financial Proposal Form
- Proponent's Standard Form of Lease
- Building/Premises Plans

**PROPOSERS PLEASE READ
GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR PROPOSERS**

1. DEFINITIONS PERTAINING TO THE CONDITIONS, INSTRUCTIONS & INFORMATION LISTED BELOW

Request for bids: is used in place of request for tender, quote, proposal, and information in the appropriate context;
Proponent: a person, corporation or other entity that responds, or intends to respond to a request for bids; Successful Proponent: a person, corporation or other entity that is awarded the contract or purchase order resulting from a request for bids.

2. WARRANTIES FOR USAGE

Whenever requests for bids are issued, seeking a source of supply for materials or services, the quantities or usage shown are estimated ONLY unless otherwise stated. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Proponent's information ONLY and will be used for tabulation and presentation of bid prices and the City reserves the right to increase or decrease quantities as required.

3. BRAND NAMES

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR APPROVED EQUAL" may be added. However, if a product other than the specified is bid, it is the Proponent's responsibility to name such product within the submitted document and to prove to the City that said product is equal to the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the judge concerning the merits of bids submitted.

4. SAMPLES AND DEMONSTRATIONS

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of request for bids opening, only upon request of the City, unless otherwise stated in the document. If samples are requested, samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit/s bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and, if not used in testing, or destroyed, will, upon request within thirty (30) days of award, be returned at the Proponent's expense. Samples are not to be mailed with bid submission, but must be mailed under separate cover, addressed to Purchasing & Supply, 267 Dundas Street, 4th floor, or P.O. Box 5035, London, Ontario N6A 4L9.

5. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this request for bids shall be new. The items must be new, the latest model, of the best quality and highest grade workmanship.

6. ACCEPTANCE OF MATERIAL

The material delivered under this request for bids shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the material and/or service supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

7. VARIATIONS TO SPECIFICATIONS

For purposes of evaluation, Proponents MUST indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated or referenced in the space provided on the Form of Tender / Quotation / Proposal, it will be assumed the product or service fully complies with the City's specifications, terms and conditions.

8. DELIVERY

Time will be of the essence for any orders placed as a result of this requests for bids. The City reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made at the time(s) specified.

9. DEFAULT PROVISION

In cases of default by the Successful Proponent, the City may take such action as it deems appropriate, including the procurement of the articles or services from other sources and holding the Successful Proponent responsible for any excess costs occasioned or incurred thereby.

10. COPYRIGHTS OR PATENT RIGHTS

The Proponent warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

11. SAFETY STANDARDS

The Proponent warrants that the product supplied to the City conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

12. MANUFACTURER'S CERTIFICATION

The City reserves the right to request from the Proponent separate manufacturer's certification of all statements made in the bid document.

**PROPOSERS PLEASE READ
GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR PROPOSERS**

13. SIGNED BID TO BE CONSIDERED AN OFFER

The submission of an originally signed bid document to the City shall be deemed to constitute an "Offer" which may be accepted, at the option of the City by:

- a) written acknowledgement of acceptance; and or
- b) the issuance of a "purchase order".

And upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the City and the Proponent. Upon acceptance of the bid, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

14. ORAL INSTRUCTIONS OR SUGGESTIONS

The City will assume no responsibility for oral instruction or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the Manager of Purchasing & Supply.

15. DISCREPANCIES AND OMISSIONS

Should the Proponent find discrepancies in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall notify the Manager - Purchasing & Supply who may, if necessary, issue Addenda through Bidding.

16. SPECIFICATIONS

No Successful Proponent is relieved from supplying all components necessary to render the material(s) and/or service(s) fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

17. RESERVATIONS FOR REJECTION AND AWARD

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities and to request rebids on the required material(s). It further reserves the right to award the contract on split-order basis, lump sum or individual item basis or such combination as shall best serve the interests of the City in the opinion of the Manager - Purchasing & Supply and the applicable Department, unless otherwise stated. The City also reserves the right to waive minor variations to specifications (interpretation of minor variances will be made by the applicable Department personnel).

18. BID ATTACHMENTS

A response to a request for bids which has attached a condition of sale or any other attachment which alters the specifications, conditions or terms, or makes it subordinate, may be cause for rejection.

19. ADDITIONAL GENERAL CONDITIONS

Instructions to Proposers and Information for Proposers dealing with the specific requirements of this request for bids are included in the attached request for bid documents.

20. SUCCESSORS AND ASSIGNS

The contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

21. SUB-CONTRACTS

The Successful Proponent shall not, without the written consent of the City, make any assignment or sub-contract for the provision of any goods or services hereby bid on.

22. WARRANTY

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the City, the Successful Proponent will at any time within 3 months of delivery thereof, and at their expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship.

23. LAWS

It is agreed that the goods and services supplied shall comply with all Federal laws and other Province of Ontario laws applying thereto.



The Corporation of the City of London
Request for Proposal 17-22
Lease of Office Space

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The Corporation of the City of London

**Request for Proposal 17-22
Lease of Office Space**

Appendix A RFP17-22 Response Package

- Third Party Leased Premises Offer Form
- Hazardous Materials Declaration Form
- Financial Proposal

Appendix B General Data Closet and Data Infrastructure Specifications

Appendix C Category 6 Structured Cabling Specifications

Appendix D Generic Block Diagram

Appendix E Door Hardware Standards



The Corporation of the City of London
Purchasing and Supply
P.O. Box 5035
London, Ontario N6A 4L9
City of London

**Request for Proposal 17-22
Lease of Office Space**

June 2, 2017

1.0 Executive Summary

The Corporation of the City of London" (hereinafter referred to as the "City") is seeking 7,000,(+ or –) square feet of Useable Area of office space (the "Premises") measured in accordance with the Building Owners and Managers Association (BOMA) International Standards.

The Premises must be totally contiguous and contained in one building as specified in the attached Appendix "D".

Access to and within the building in which the Premises is located shall be barrier free and comply to the greatest extent possible with the requirements of the City's Facility Accessibility Design Standards (FADS) and AODA. The more stringent requirements of the documents are to govern.

It is anticipated the Proponent will turn-key the Premises for the City in accordance with the City's approved specifications and the space shall be available for occupancy by no later than November 17, 2017.

The Proponent shall include proposals for a five (5) year lease term. The City shall require an option to extend the term of the lease on the same terms and conditions as outlined in the lease for an additional two (2) terms of five (5) years.

The final selection of suitable premises will be contingent upon the City's subdivision and layout of the space, not necessarily that of any layouts or subdivision proposals submitted by the Proponent in response to this RFP.

2.0 Space Requirements

2.1 Premises Required

- a) The City is seeking 7,000 (+ or -) square feet of Useable Area of office space (the "Premises") measured in accordance with the Building Owners and Managers Association (BOMA) International Standards.
- b) The Premises must be contained in one building.
- c) The Premises must be totally contiguous.
- d) It is preferred that the majority of the occupied space within the Premises shall be exposed to natural daylight from perimeter windows, atriums and/or skylights. (Occupied space for the purpose of this item does not include boardrooms, washrooms, storage rooms, utility rooms, etc.)

2.0 Space Requirements...cont'd

2.1 Premises Required...cont'd

- e) Access to and within the building in which the Premises are located shall be barrier free and comply to the greatest extent possible with the requirements of the City's Facility Accessibility Design Standards (FADS) and AODA. A copy of the FADS document can be downloaded from the City's web site at: <http://www.london.ca/city-hall/accessibility/Pages/Facilities-Accessibility-Design-Standards.aspx>
- f) The Premises must contain separate FADS compliant male and female washrooms within the demised space for the exclusive use of the tenant. These washrooms will not be accessible to the general public.
- g) The premises shall meet the requirements of the City's Facilities Accessibility Design Standards (FADS), The Ontario Building Code (OBC), Electrical Safety Authority (ESA), Technical Safety Standards Authority (TSSA), Accessibility for Ontarians with Disabilities Act (AODA) and any other authorities having jurisdiction.
- h) The Premises must contain a heated FADS compliant entrance vestibule except where the Premises are located within an enclosed climate controlled mall that is accessible to the general public.
- i) The City shall have the right to erect and/or install signage at and beyond the demising walls of the Premises that describes the function and services provided by the City at the Premises.
- j) The Premises must be available for occupancy by no later than November 17, 2017.

2.2 Sub-Division of the Premises

- a) Twelve (12) enclosed offices at approximately 120 sq. ft.
- b) Three (3) enclosed meeting rooms at approximately 120 to 435 sq. ft.
- c) One (1) staff lunch room at approximately 170 sq. ft.
- d) One (1) kitchenette area at approximately 115 sq. ft. with:
 - i) 12'-0" long plastic laminate counter top;
 - ii) lower cabinets with doors;
 - iii) double stainless steel kitchen sink complete with faucets; and
 - iv) space for one (1) full size fridge and microwave.
- e) One male and one female washroom.
- f) One (1) communications closet approximately 100 sq. ft. Refer to the City of London Data Closet Specifications.
- g) Refer to attached Appendix "D" for block plan of conceptual space configuration.

Premises to be access controlled

2.0 Space Requirements...cont'd

2.3 General Space and Finish Preferences

The Premises shall be typical commercial office space and shall include the following:

- a) Ceilings – typical suspension type, exposed T-Bar system with lay in acoustic tiles with ceiling heights in the range of 9 ft. 0 in. to 11 ft. 0 in from floor to underside of ceiling.
- b) Lighting – Direct-indirect Zoned dimmable LED fixtures with a rating of thirty-two (32) – thirty-eight (38) ft. candles at desk height throughout premises. Provide perimeter dimmable LED pot lighting in meeting rooms and multi-purpose rooms.
- c) Walls – Shall be steel stud with painted drywall both sides and shall be floor to underside of ceiling grid with sound attenuation material. Offices are to be sound proofed. Bulkhead and wall paint to be eggshell. Paint for frames and doors to be semi-gloss.
- d) Flooring – Minimum twenty-eight (28) oz. commercial grade fiberglass reinforced thermoplastic composite backed glass backed carpet tile on all floors except in lobby areas, washrooms, kitchenette which shall be ceramic or porcelain tile. Carpet to be approved by the City of London.
- e) Doors, Frames & Sidelights - Suite doors to be laminated, hollow metal or aluminum with frames to match. Where required, door sidelights and/or glass wall partitions to be tempered glass.
- f) Door Hardware – Commercial grade quality and to be coordinated with security access system where applicable. The door hardware must be compatible with Sargent's Degree cylinders. The hardware schedule is to be approved by the City of London Corporate Security Division.
- g) Millwork – Commercial grade millwork for all washrooms, kitchenette and optional service counters. Laminate to be high pressure laminate.
- h) All finishes, colours and patterns to be approved by the City.
- i) Provide drinking fountains.
- j) Glazing – Up to 50% of interior partition walls to be glazed.
- k) Keying – Sargent's Degree System Cylinders are to be installed. Cylinder specifications and keying will be provided by Corporate Security.

2.4 Power and Lighting Requirements

- a) Energy efficient direct-indirect zoned dimmable LED light fixtures with a luminance level of thirty-two (32) – thirty-eight (38) foot candles at desk height throughout the Premises. Main controls at each entry door and offices to be on motion sensors.
- b) For each enclosed office and meeting room provide on each of two (2) opposing walls (2) x 15amp duplex receptacles.
- c) For each workstation and desks in reception area provide two (2) x 15amp duplex receptacles.

2.0 Space Requirements...cont'd

2.4 Power and Lighting Requirements...cont'd

- d) For combination printer/photo copier/fax/scanner unit provide one (1) x 15amp duplex receptacle.
- e) For communications closet provide two (2) 15amp split duplex receptacle with separate circuits.
- f) Kitchenette – three (3) 15amp split duplex receptacles with separate circuits for a refrigerator, microwave and kettle/toaster.
- g) Each workstation is to be powered using Steelcase System Furniture product Ceiling Lay-Utility Package. Electrical/Data contractors are to work with the furniture installer to complete (approximately 2 weeks) after possession.

2.5 Communications/Data Requirements

- a) The communications/data infrastructure is a significant factor that will be taken into consideration in the RFP evaluation process.
- b) Network Services from Service Providers – please note any current Service Providers fibre or other network services currently terminated in the buildings main demarcation closet.
- c) Proponent must provide a minimum three (3) inch conduit from the street to the building demarcation closet and an additional three (3) inch conduit from the demarcation closet to the assigned City data closet for Fiber installation. In addition to Fiber a 25 pair copper cable is to be run from the building demarcation closet to the City data closet in a separate conduit.
- d) Proponents may provide alternate communications/data infrastructure solutions subject to the approval and acceptance of the City's ITS (Information Technology Services).
- e) Alternative solutions must be fully tested and certified by the Proponent, subject to the approval and acceptance of ITS and operational prior to occupancy of the Premises.
- f) Provide a secure isolated closet for the purposes of housing a patch panel and mounting rack. No other utilities can have access to this closet and it must be used for the sole purpose of housing only the City's technology equipment and security equipment.
- g) Please see attached Appendix "B" AND Appendix "C" for a detailed description of this requirement for the City's Cabling and Data Closet requirements.
- h) New Data Infrastructure is to be designed by the tenant as per City of London requirements. This infrastructure shall meet the Cabling Specifications attached as Appendix "B" AND Appendix "C".

2.0 Space Requirements...cont'd

2.5 Communications/Data Requirements...cont'd

- i) Bids shall be solicited from all three (3) of the City of London Telecommunications Fibre and Cable Installation and Repair Vendors of Record listed below:

Activo Inc.
161 Alden Road Unit 6
Markham, Ontario L3R 3W7

Marcomm Integrated Business Solutions
328 Commissioners Road West Unit 647
London, Ontario N6J 1Y3

NetCheck Corporation
177 Exeter Road Unit D
London, Ontario N6L 1A4

2.6 Mechanical Requirements

- a) HVAC to conform to the most current ASRAE Standard 90.1 and ASRAE standard 62.1.
- b) Provide HVAC controls with minimum of four (4) zones and provide controls in offices, meeting rooms and kitchen.
- c) If a sprinkler system is provided it shall conform to the latest requirements of NFPA 13.

2.7 Security Requirements

The City will be responsible for the security of the leased space. Security of the space will be controlled by measures including card access system, intrusion system and video surveillance. The City will respond to all security related issues at the facility and will require access 24/7. The facility must contain as a minimum one (1) front entry/exit door and one (1) rear entry exit door.

Provide conduit, cable and termination jack for dedicated analog telephone line from the communications room to main building telephone demarcation terminal.

Card Access Control, Intrusion and Duress Buttons

The design of any proposed location shall include wiring with the following specifications to all doors within the facility:

Reader Cable - 10Con, shielded, stranded 22awg –
Door Contact – 4Con. solid 22awg
Door Electrified exit device/lockset – 2Con. 18awg stranded
Request to exit – 4Con. Solid 22awg
All wiring in conduit
Drawing attached with door riser schematic – See attached Appendix "E"

2.0 Space Requirements...cont'd

2.7 Security Requirements...cont'd

Barrier free - 2 x 4Con. Solid 22awg

All doors and frames to include McKinney Electrical Power Transfers, Sargent electrified lock sets/exit devices with integrated request to exits and the wiring within the door from transfer to lock. Sargent's Electro Lynx wiring and compatible devices are to be used for all doors and frames with security hardware.

The design of any proposed location will include wiring for the intrusion system keypads at all entrances with the following wiring specifications:

Keypad – 2pair, twisted, shielded, stranded, 24awg x 2

The design of the proposed location will include wiring for a siren located in a central location of the facility with the following wiring specifications:

Siren – 2Con. 18awg stranded

The design of the proposed location will include wiring for intrusion systems detection devices to be run within five (5) feet of all exterior windows, all exterior doors roof hatches and one (1) central location within each large staff area with the following specifications:

Detection - 4Con. Solid 22awg – 10 Motion Detectors, 4 Door Contacts, 2 Glass Break Detectors

The design of the proposed location will include wiring Duress Buttons at all workstations with the following wiring specifications:

Duress Button – 4Con Solid 22awg

All wiring to run from specified location back to communications room.

All security wiring must be in conduit and labeled at both ends.

An 8' wide by 6' high plywood board mounted in the communications room for security equipment mounting.

The City will provide all additional components of the card access and intrusion systems. Access to all City of London space will be controlled 24/7. These systems will be managed by the City's Security Division.

Video Surveillance

Video surveillance is a requirement and pending the address location and design of the proposed space that in conjunction with the City's Security Division, an appropriate number of cameras to properly secure and monitor the location will be required. The design of the space will include wiring with the following specifications:

2.0 Space Requirements...cont'd

2.7 Security Requirements...cont'd

- All camera wiring will be in conduit and will be Cat 6 Cable and must meet the City of London's Category 6 Structured Cabling Specifications. Appendix E.
- All camera wiring will be identified by using Cat 6 yellow cabling.
- Wiring will run from the rear communications room to the following locations - the exterior front entrance, the exterior rear entrance, the interior front door and the interior front counter area.
- The Proponent will need to state what type of general security and/or monitoring will be provided in the parking locations.

2.8 Fire Life Safety

The facility must be in compliance with all applicable fire and building code regulations in relation to fire safety. The Proponent will ensure a notification procedure is in place to notify the City immediately of any fire related incident within the City leased space. The City will provide fire extinguishers as required within the leased space. All other required equipment will be provided by the Proponent. The Proponent shall provide a Fire Safety Plan (Document and Drawings) for the specific space used by the City of London.

3.0 Lease Agreement Provisions

3.1 Lease Term and Rental Rates

The Proponent shall include rent proposals for a five (5) year lease term. Proposals must state the lease term and the specific rental rate(s) that would be applicable over the entire term, as well as the estimated operating costs and property taxes for the initial year of the lease.

3.2 Options to Renew

The Proponent shall include an option to renew for up to two (2) additional terms of five (5) years. The options to renew are at the absolute sole discretion of the City.

3.3 Expansion Space

The City seeks to be provided an option to expand the initial space. Please identify any expansion rights the landlord is willing to give during the term of the lease. The initial space and expansion space(s) should be contiguous. Any potential expansion space should be identified on a plan.

3.4 Parking

The requirements for parking have not yet been fully defined. Please specify the number and type of spaces to be provided and included in the lease costs. Should there be additional costs for any provision of parking space the associated costs are to be defined and specifically identified as supplemental. This component of the proposal is provided for in the evaluation criteria.

3.0 Lease Agreement Provisions...cont'd

3.5 Maintenance/Janitorial

The Landlord to indicate whether provision of the administration of maintenance/cleaning within the demised premises is available.

4.0 Schedule

The following is a tentative schedule to assist interested Proponents with the anticipated schedule (dates and times) of significant events associated with this RFP process, in general. The City reserves the right to alter the schedule at its sole discretion.

EVENT	ANTICIPATED DATE
Final Date for Questions	Friday, June 16 th , 2017 at 2:00.00 p.m.
RFP Closing Date	Friday, June 30 th , 2017 at 2:00.00 p.m.
Evaluation of Proposals	Week of July 3 rd , 2017
Committee	July 18 th , 2017
Council	July 25 th , 2017

5.0 Information for Proponents

- a) Proposals received by Purchasing and Supply later than the specified closing time will be returned unopened to the Proponent.
- b) A Proponent who has already submitted a proposal submission may submit a further proposal submission at any time up to the official closing time. The last proposal submission received shall supersede and invalidate all proposal submissions previously submitted by that Proponent as it applies to this RFP.
- c) A Proponent may withdraw a proposal submission at any time up to the official closing time by letter bearing a signature and/or seal as in the original proposal submission. Withdrawal requests received after the RFP closing time will not be permitted.
- d) In the event that only one (1) proposal submission is received at time of closing, the Manager of Purchasing and Supply or designate will either open the proposal submission or delay opening of the RFP for consultation with the respective Managing Director/ City Manager as to whether to open or reject the proposal submission. A rejected proposal submission will be returned unopened to the Proponent. A decision to reissue will be made respectively by the Manager of Purchasing and Supply and the respective Managing Director/ City Manager.
- e) Proponents are to refer to the Terms and Conditions, Instructions and Information for Proponents. Your proposal submission and any resultant purchase will be based on these conditions unless otherwise agreed to in writing. In the event of any conflict between the Terms and Conditions, Instructions and Information to Proponents of this proposal, the terms and conditions of this RFP shall prevail.

5.0 Information for Proponents...cont'd

- f) The City reserves the right to accept or reject any and all proposal submissions. The City further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the Manager of Purchasing and Supply and the applicable Managing Director/ City Manager, unless otherwise stated.
- g) The acceptance and award of the proposal submission and execution of an agreement, contract or purchase order is subject to approval by City Council.
- h) All prices must be stated in Canadian funds. Prices must also be inclusive of customs, duty and freight.
- i) If the amount proposed for a unit price item does not agree with the extension of the estimated quantity and the proposed unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly. If both the unit price and the total price are left blank, then both shall be considered as zero. If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity. If the total price is left blank for a lump sum item, it shall be considered as zero. If the proposal contains an error in addition and/or subtraction and/ or transcription in the approved proposal documentation format requested (i.e. not the additional supporting documentation supplied), the error shall be corrected and the corrected total contract price shall govern. Proposal submissions containing prices which appear to be so unbalanced as to likely affect the interests of the City adversely may be rejected.
- j) By submitting a proposal submission, the Proponent acknowledges and accepts all terms and conditions in the RFP document and all policies and procedures in the Procurement of Goods and Services Policy located on the City of London Purchasing and Supply Chain Website.
Procurement of Goods and Services Policy

6.0 Submission Instructions

6.1 Closing Date and Time

Proponents are required to submit in a sealed envelope clearly identified as RFP17-22 Lease of Office Space one (1) signed original and eight (8) copies. In addition Proponents must submit one (1) electronic copy of their proposal submission on a USB flash drive in the sealed envelope. **Please note that the USB flash will be non-refundable and will become property to the City of London.** Completed proposal submissions can be mailed to Purchasing and Supply, P.O. Box 5035, London, Ontario N6A 4L9 or **hand delivered** (in person or by courier) to Purchasing & Supply, 267 Dundas Street, 4th Floor, London, Ontario N6A 1H2 and must be received before **2:00.00 pm, local time, Friday, June 30th, 2017.** **Failure to submit the Form of Proposal will result in your proposal submission being rejected.**

Proponents are solely responsible for ensuring proposal submissions are received by Purchasing & Supply prior to the closing date and time.

6.2 Late Submissions

Proposals submissions received by Purchasing and Supply later than the specified closing time will be returned, unopened, to the Proponent.

6.0 Submission Instructions...cont'd

6.3 Period of Acceptance

The proposal submission is to remain firm for acceptance for a period of one hundred and eighty days (180) from the date of closing.

6.4 Questions/Inquiries

- a) Inquiries regarding this RFQUAL are to be directed to City's Purchasing and Supply, John Stevely CSCMP, Procurement Officer at (519) 661-2500 ext. 4903 by facsimile at (519) 661-5030 or e-mail to purch@london.ca. Inquiries must not be directed to other City employees or Elected Officials. **Directing inquiries to other than Purchasing and Supply may result in your submission being rejected.**
- b) All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. **Responses to clarification requests will be provided to all Proponents in writing in the form of an Addenda which will only be posted on Biddingo.com.**
- c) The City assumes no responsibility for any verbal (spoken) information from any City staff or from any Consultant firms retained by the City, or from any other person or persons who may have an interest in this RFP. Amendments or changes to this RFP prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Purchasing & Supply Team of the City. Any Addendum will be distributed through Biddingo. It is the Proponent's sole responsibility to check this Web Site regularly to inform itself of any posted Addendum. The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a proposal submission response to this RFP, the Proponent acknowledges and agrees that addenda shall only be posted on Biddingo.com and it is the sole responsibility of the Proponent to check this Web Site for said **addenda. Failure to acknowledge receipt of all addenda on the Form of Proposal will result in your submission being rejected.**
- d) Each Proponent must review all RFP documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the City in writing, **prior to Friday, June 16th, 2017 at 2:00.00 p.m.**
- e) Where a request results in a change or a clarification to the RFP, the City will prepare and issue an Addendum to this RFP as stated in 6.4 c). **With the exception of an Addendum delaying the closing or cancelling of this RFP**, No Addendum will be issued within the forty-eight (48) hours prior to closing - not including Saturdays, Sundays and Statutory Holidays observed by the City of London for regular business hours. Proponents that have submitted proposal submissions prior to the date and time cut-off for Addenda issuance are solely responsible to monitor Biddingo.com for further Addendum and are therefore also solely responsible for submitting complete new proposal submissions acknowledging any said Addendum prior to the closing date and time of the RFP solicitation.

6.0 Submission Instructions...cont'd

6.5 Rights Reserved by the City

- a) The City is not liable for any costs incurred by the Proponent in the preparation of their proposal submission to the RFP or selection interviews, if required. Furthermore, the City shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the City any proposal submission, or by reason of any delay in the award of the RFP.
- b) The lowest proposal submission will not necessarily be accepted. The City reserves the right to accept/reject any or all proposal submissions and/or reissue the RFP in its original or revised form.
- c) The City reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP.
- d) The City reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.
- e) The City reserves the right to cancel this RFP at any time, without penalty or cost to the City. This RFP should not be considered a commitment by the City to enter into any contract.
- f) In the event of any disagreement between the City and the proponent regarding the interpretation of the provisions of the RFP, the Manager of Purchasing and Supply or an individual acting in that capacity, shall make the final determination as to interpretation.

6.6 Access to Information

- a) The information submitted in response to this RFP will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act and in accordance with Council Policy – The Procurement of Goods and Services Policy section 21.4.
- b) The Proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in this section of the RFP.

6.7 Joint Submission

If a Proposal is a joint submission of two (2) or more Proponent firms, a single Proposal is to be coordinated and submitted by the lead firm with the required information. The lead firm shall act as the Proponent in all contractual obligations of any resulting award and agreement, or as determined by the City.

6.8 Multiple Proposals

Proponents may submit more than one (1) proposal submission. Should a Proponent submit more than one (1) proposal submission, each proposal submission shall be submitted as a separate envelope. Each proposal submission will be evaluated as a separate proposal submission. Each proposal submission must meet all of the mandatory requirements of this RFP.

7.0 Requirement at Time of Execution

Subject to an award of the contract, the successful Proponent is required to submit the following documentation in a form satisfactory to the City for execution within ten (10) working days after being notified to do so in writing:

1. Insurance Documents;
2. Protection of Insurance Coverage
3. Form of Lease

If the successful Proponent for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the City reserves the right to accept any other proposal submission, advertise for new proposals or carry out the work in any way as the City may, at its sole discretion, deem best.

7.1 Insurance

The successful Proponent shall at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars and should this policy contain a General Aggregate, the minimum acceptable aggregate shall be \$10 million (\$10,000,000.00) and shall include the City as an additional insured with respect to the successful Proponents operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses. The City of London shall accept in place of the above mentioned insurance coverage, a combination of primary commercial general liability limits with Excess Liability or Umbrella Liability insurance which meet the coverage's, limits and aggregate as noted above.
- b) Standard all risk property insurance covering the building and related structures in an amount not less than the full replacement cost value with a deductible of no more than \$5,000.00 and including a waiver of subrogation in favour of the City and rental income for a minimum period of six months that will reimburse the successful Proponent for loss of earnings attributable to all perils insured against in or attributable to prevention of rental of the Premises or the Building as a result of any such perils.
- c) The insurance described above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry. The successful Proponent will provide that evidence of such insurance satisfactory to the Chief Administrative Officer shall be delivered to the City promptly at inception of this Agreement and thereafter on the insurance renewal date. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the lease as the City may reasonable require.
- d) The successful Proponent shall provide satisfactory evidence of insurance with the Risk Management Division of the City at least (Ten) 10 days prior to the move-in date. The successful Proponent shall further provide that evidence of the continuance of said insurance is filed promptly at each policy renewal date for the duration of the Lease.

7.0 Requirement at Time of Execution...cont'd

7.1 Insurance...cont'd

- e) The successful Proponent shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise arising in any way in connection with the Lease by the Proponent, its agents, officers, employees or other persons for whom the Proponent is legally responsible.

7.2 Protection of Insurance Coverage

The successful Proponent shall not do, omit to do, or permit to be done or omitted to be done on the said lands anything that may void coverage under the insurance policies required by this license or by the City's insurer.

7.3 Proponent's Standard Form of Lease (proposed lease)

Upon acceptance of an offer to Lease by the Proponent and prior to the unconditional acceptance by the City, the Proponent shall within thirty (30) days provide a Form of Lease amended to reflect the terms and conditions agreed.

8.0 Proposal Submission Contents

8.1 General

- a) Title page which will include the Proponent's legal name, address, telephone and fax numbers, e-mail address, and name of primary contact and date.
- b) One original (clearly marked as "Original") and eight (8) copies of your Technical Proposal are to be submitted. The requirements outlined in this section 10. Technical Proposal.
- c) The City is requesting proposals from firms who are both interested and capable of undertaking the project.
- d) The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the RFP.
- e) The responses will be assessed according to how well they assure the City's success in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the Proponents expertise and competence.
- f) All information provided in response to this RFP must contain sufficient detail to support the services being proposed. **Incomplete submissions will not be considered.**
- g) All prices must be stated in **Canadian** funds. Prices must also be inclusive of customs, duty and freight.
- h) The City will not be responsible for any costs incurred by a Proponent in preparing and submitting a Proposal, attending an interview, giving a demonstration or supplying a sample.

8.0 Proposal Submission Contents...cont'd

8.2 Administration Fee

Proponents who do not elect to retrieve the proposal information from the Biddingo.com can purchase a hard copy of the document. Cost is \$55.00 in the form of a cheque or Canadian Money Order. Cheques are to be made payable to the "City Treasurer".

8.3 Mandatory Requirements

- a) One (1) original signed "SIGNATURE PAGE" MUST be submitted.
- b) Acknowledgement of all Addenda on the Signature Page

Failure to provide mandatory requirements at time of closing will result in your proposal submission being rejected.

8.4 Specific Requirements

- ✓ **Financial – 50%**
 - Lease term, escalations, option to renew
 - Financial Impact
 - Base Rent – ("triple net")
 - Location of building
 - Operating Costs, Taxes, Utilities, Additional Rent
 - Costs associated with Parking if applicable
- ✓ **Desired Requirements – 25%**
 - Estimated timing on the availability of Premises
 - Parking availability
 - Safety and Security
 - Power and Cabling
 - Acceptance of stipulated City preferred lease requirements
- ✓ **Building Features – 10%**
 - Presence and warranty on hazardous materials
 - Configuration of the premises – contiguous, layout, useable space offering in closest relation to the requirement of 7,000 sq. ft.
 - Base building condition
 - Availability of storefront
 - General conditions, amenities, services, and facilities of the building
 - General compatibility of City use/function
 - Pedestrian access
- ✓ **Management – 15%**
 - Reputation
 - Ability to execute

8.0 Proposal Submission Contents...cont'd

8.5 Third Party Leased Premises Offer Form

Third Party Leased Premises Offer Form attached (Appendix A) including all information required per **Sections 2.0 Space Preferences** and **3.0 Lease Agreement Provisions**.

The Proponent is required to complete and execute the required Third Party Leased Premises Offer Form setting out the following information together with confirmation of City requirements:

- a) Building Name and Municipal Address.
- b) Legal Description of the Building and Parking.
- c) Owner of the Building, together with contact information.
- d) Property Manager of the Building, together with contact information.
- e) Details of any existing mortgages or leases to which a lease with the City would be subordinate for which the successful Proponent will be required to provide non-disturbance agreements.
- f) Physical location of the Premises proposed.
- g) Rentable/Useable area for the Premises using the ANSI/BOMA measurement method as referred to in **Section 2.0 Space Preferences**.
- h) Detailed description of the Proponent's base building condition and/or any improvements including but not limited to: electrical/mechanical equipment, window covering, and availability of washrooms (barrier free and otherwise) to the proposed Premises, in order to determine the Status of the proposed Premises.
- i) Complete description of the parking accommodations for the building. This description should include such information as to the total number of spaces available to the building and their location.
- j) Identify whether the building and the proposed space comply with the Facility Accessibility Design Standards requirements as contained herein. If the preferred standard is not met by submission, the Proponent shall detail the current accessibility status and submit its proposed schedule and standard to be achieved.
- k) A detailed description of Proponent's policies and practices as they relate to outside general contractors, in-house project management, single/sole source contracting and sub-trade contracts, proposal process and administration charges, if any, etc. Identify scope and extent of the building security systems planned or in place in the building.
- l) Identify the scope and extent of life safety, fire protection, and remote monitoring systems such as sprinklers and smoke detectors that are in the premises or planned for the building.

8.0 Proposal Submission Contents...cont'd

8.5 Third Party Leased Premises Offer Form ...cont'd

- m) Description of elevator and escalator access in the building servicing the Leased Premises. Details of building and technological infrastructure such as telecommunication facilities and fibre optic capability and locations, which is available within the building.
- n) Description of washroom facilities: Identify whether the washrooms will be located in the leased premises or will they be in common with other tenants in the building and if the washroom(s) meet the requirements as indicated in Barrier-Free Design as mentioned above.
- o) Identification of signage and directory locations provided for the City.
- p) Description of amenities or special services that will be available in the building.
- q) Confirmation of required City unrestricted access to the premises and parking facility twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks per year and methodology provided in this respect.
- r) Confirmation of acceptance of the City's base lease term requirements; or the Proponent's alternate terms.
- s) Building/Premises Plans.

8.6 Hazardous Material Declaration Form

The Proponent shall submit with its proposal the required Hazardous Material Declaration form attached (Appendix "A") completed and signed by an individual with authority to bind the Proponent.

Hazardous Materials are defined as: (a) any substance, which, when it exists in the Premises or the Building or the water supplied to the Building, is likely to cause, at any time, material harm to the Building or material risk to human health, and includes without limitation, any radioactive materials, lead paint, PCB's, fungal contaminants (mold), dioxins, volatile organic compounds (VOC's), urea formaldehyde foam insulation, radon gas, hazardous wastes, or petroleum and petroleum products, or (b) any substance declared to be hazardous or toxic under the Environmental Protection Act (Ontario) or any other environmental laws as may be specified by the City in the Lease, or (c) Designated Substances, as outlined in Ont. Reg. 490/09 – Designated Substances, including arsenic, asbestos, benzene (in hydrocarbon solvent products), isocyanates (in paints and two-part adhesive, urethane foam, and auto body filler products), lead, mercury and silica.

The City will not consider occupying any property containing Hazardous Materials unless subject to either remediation or a management plan acceptable to the City.

The City will require that any proposal include the required Hazardous Materials Declaration Form completed and signed by an individual with authority to bind the Proponent which confirms that the building is either free from Hazardous Materials or that specified remedial/management action is currently or will be undertaken by the Proponent prior to the date of occupancy by the City.

8.0 Proposal Submission Contents...cont'd

8.7 Financial Proposal Form

- a) The Proponent shall submit with its proposal the required Financial Proposal Form attached (Appendix "A") completed and signed by an individual with authority to bind the Proponent.
- b) The Proponent shall detail its proposed Net Rent ("triple net"), Taxes and Operating Costs, estimated Additional Rent, and all other costs to the City. The Proponent shall further either confirm acceptance of the City's preferred "exclusions" and other conditions or provide details.

8.8 Proponent's Standard Lease Form

- a) The Lease may be in the Proponent's Standard Form of Lease subject to the satisfactory negotiation of the terms and conditions set out herein and those terms and conditions required by the City Solicitor. The Proponent's Standard Form of Lease must be included as part of the submission to the City.
- b) Upon acceptance of an offer to Lease by the Proponent and prior to the unconditional acceptance by the City, the Proponent shall within thirty (30) days provide a Form of Lease amended to reflect the terms and conditions agreed.

8.9 Notice to City of Future Available Premises

- a) Notice to City of Future Available Premises.
- b) The Proponent agrees to notify the City of any Premises contiguous to the City space that becomes available throughout the term and agrees to grant the City a right of first refusal with respect to such space upon the same terms and conditions negotiated herein and under the Lease.

8.10 Proponents Qualifications

- a) Historical sketch or profile of the firm.
- b) Identification of the Proponent's experience in undertaking similar contracts or related functions, along with three (3) references which are to include the name of the organization, the contact person, telephone number, and address.
- c) Proof of financial stability and viability of the Proponent.

9.0 Evaluation

9.1 Evaluation Team

Proposals will be evaluated by an evaluation team with representation from, but not limited to, Housing and Social Services, Finance, Realty Services, Facilities Design and Construction with the assistance of Purchasing and Supply.

By responding to this RFP, Proponents acknowledge that the evaluation team is solely responsible for recommending the successful Proponent to City Council and that City Council makes the final decision.

9.0 Evaluation...cont'd

9.2 Technical Submission Weighting

The evaluation criteria will be based on, but not limited to the following items listed below. All technical proposals will be scored on the basis of their response to technical evaluation criteria, up to a maximum 100 Total Awarded Points, as follows:

	Points
Financial	50 points
Desired Requirements	25 points
Building Features	10 points
Management	15 points
Total Points	100 points

The clarity and succinctness of the submission will be considered in the scoring.

9.3 Selection Process

- a) Receive written responses from Proponents.
- b) Evaluate proposals.
- c) Site visits.
- d) Recommendation to Committee and Council.
- e) Lease agreement executed.



John Stevely, CSCMP
Procurement Officer
Purchasing & Supply - Finance and Corporate Services

Manager of Purchasing & Supply _____ Geoff Smith, CSCMP

10.0 Form of Proposal

At least one signed original of this Form of Proposal must be included in your submission.

- 10.1 Please state terms of payment (Note: Early payment discounts will be considered in the award of the contract, and will apply after taxes):

- 10.2 I/WE, the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this proposal submission.
- 10.3 I/WE further declare that all statements, schedules and other information provided in this proposal submission are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.
- 10.4 I/WE further declare that this proposal submission is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.
- 10.5 I/WE further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Corporation representatives, relative to this proposal submission.
- 10.6 WE further declare that the agent listed below is hereby authorized by the Proponent to submit this proposal submission and is authorized to negotiate on behalf of the Proponent.
- 10.7 I/WE have allowed for Addenda numbered as follows: # _____ through to # _____.

Failure to acknowledge all addenda will result in your proposal submission being rejected.

Company Name: _____

Address: _____

City/Province: _____

Postal Code/Zip Code: _____

Authorized Signature: _____ Title: _____

I/WE are authorized to bind the Company/Corporation

Name (Please print or type): _____

Telephone Number: (____) _____ Fax Number: (____) _____

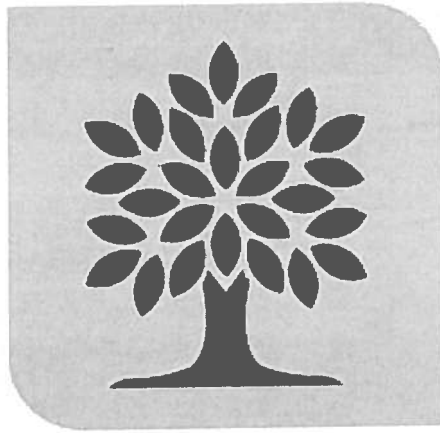
HST Registration Number: _____

Email Address: _____

Date of Proposal Submission: _____

Note: Please return your written submission and USB flash drive, in addition with **page 19** complete with an original signature in ink on or before **2:00.00 pm, Local Time, Friday June 30th, 2017.** Failure to do so shall result in the submission being rejected.

APPENDIX "A"



London
C A N A D A

**THE CORPORATION OF THE CITY OF LONDON
REALTY SERVICES DIVISION**

**PROPONENT RESPONSE PACKAGE
REQUEST FOR PROPOSAL**

**FOR
LEASE OF OFFICE SPACE**

APPENDIX "A"

Third Party Leased Premises Offer Form

To: The Corporation of the City of London

Proponent to stipulate details under applicable headings below: Please ensure information below is submitted in the following order:

1. Building Information

- a) Building Name and Municipal Address:
- b) Legal Description of Building:
- c) Owner of Building and Contact Information:
- d) Property Manager and Contact Information:
- e) Outstanding Encumbrances (i.e. mortgages):
- f) Zoning:
- g) Proposed Rentable Square Feet (Certified):
Per Demised Space:
Proposed Usable Square Feet:
Per Demised Space:
- h) Description of Premises including Location
(Include all information from Section 2.0 not previously stated):
- i) Detailed Description of Base Building Condition (**Including Building/Premises Plans**):
- j) Parking Accommodations:

Entire Building

City Allotment

Total Number:
Above-ground:
Underground:
Barrier Free Parking:
Additional Detail

Appendix A...cont'd

- k) Facility Accessibility Design Standards Detail:
- l) Detailed Description of Proponent's Policy and Practices relating to outside general contractors, in-house project management, single/sole source contracting, and sub-trades, tendering processes, and administration charges as they relate to turn-key services to be attached hereto.
- m) Description of Building Security Systems:
- n) Description of Elevator and Escalator Access:
- o) Building and Technological Infrastructure Details (including fire/life safety):
- p) Description of Washroom Facilities:
- q) Description of Signage and Tenant Directories:
- r) Identify Building Business Hours and HVAC Operation Hours
- s) Building Services and Amenities:
- t) Building and Parking Access Methodology:

2. Offer

I/we hereby offer to provide the Premises as indicated in the RFP document in consideration of the City paying me/us in accordance with the Annual Rent required and the terms, conditions, and provisions outlined in the RFP and the lease to be negotiated.

I/We have reviewed the RFP documents and have the requisite knowledge of the Premises required under the RFP, subject to the City's turnkey requirements. By submitting the proposal, I/we agree and consent to the terms, conditions, and provisions of the RFP.

3. Confirmation of Acceptance of City Lease Requirements

I/we hereby further confirm acceptance of the City Lease Requirements set out in the Proponent Information section of the RFP document and agree that said requirements shall be set out in the Lease to be negotiated with the City. (In the alternative, should the Proponent not agree to accept any or all of those terms, the Proponent is instructed to strike out this paragraph and initial same and provide by separate attachment its proposals in this regard).

Appendix A...cont'd

4. Occupancy Date

I/We understand that the City must be in a position to occupy the Premises by no later than December 1, 2017. I/We agree to commit all resources necessary in order to meet this requirement.

5. Annual Rent

I/We have submitted our Annual Rent proposed together with other costs levied together with our proposed Tenant Inducements separately as the Financial Proposal form.

6. Irrevocability

I/We understand that my/our proposal is based upon the acceptance of our proposal by the City, in whole or in part and is irrevocable until such time as the Council of the City of London approves award and acceptance of the Lease.

7. Execution of Lease

I/We understand that in the event that my/our proposal is accepted by the City, in whole or in part, I/we will comply with all terms, conditions, and provisions contained in the RFP and will negotiate, reasonably and in good faith, upon notification of award.

Witness

[Name of Proponent]

Name:

Name & Title:

Date:

I have authority to bind the Proponent

Appendix "A"
Hazardous Materials Declaration Form

Building location and address: _____

Whereby "Hazardous Materials" means (a) any substance, which, when it exists in the Premises (as defined by the RFP) or Building or the water supplied to the Building, is likely to cause, at any time, material harm to the Building or material risk to human health, and includes without limitation, any radioactive materials, lead paint, PCB's, fungal contaminants (mould), dioxins, volatile organic compounds (VOC's), urea formaldehyde foam insulation, radon gas, hazardous wastes, or petroleum and petroleum products, or (b) any substance declared to be hazardous or toxic under the *Environmental Petroleum Act* (Ontario) or any other environmental laws as may be specified by the City, or (c) Designated Substances, as outlined in Ont. Reg. 490/09 – Designated Substances, including arsenic, asbestos, benzene (in hydrocarbon solvent products), isocyanates (in paints and two-part adhesive, urethane foam, and auto body filler products), lead, mercury and silica.

- The Building and/or Premises do not contain any Hazardous Materials.
- The Building and/or Premises do not contain asbestos.
- The Building and/or Premises do contain the following Hazardous Materials (include location).

Describe management/remediation program in place:

- The Building and/or Premises do contain asbestos. The following is a list of the asbestos locations and description of asbestos (friable or not friable):

- A Designated Substances Survey has been completed and is available for review. If my/our proposal is selected by the City, I/We certify that I/We will remove/rectify any and all Hazardous Materials circumstances in accordance with applicable legislative requirements and City stipulations including its timing requirements, and in any event, prior to entering into a lease with the City.

Witness

[Proponent]

Name:

Name & Title:

Date:

I have authority to bind the Proponent

Appendix "A"

Financial Proposal

I/We are submitting the following Financial Proposal for evaluation:

1. Total Proposed Area:

Sq. ft.	
Useable Area:	
Rentable Area:	

2. Annual Net Rent "triple net" (BEFORE any tenant inducements and EXCLUSIVE of any cost of Leasehold Improvements):

\$ _____ /sq.ft

Proponent must stipulate rate as measured in accordance with the BOMA standards.

3. Estimated Taxes, Operating and Additional Costs for Year 1:

- (a) **Operating**
- Additional Rent: _____ \$ _____ /sq.ft.
- Common Area Maintenance: \$ _____ /sq.ft.
- (b) **Utilities:** \$ _____ /sq.ft.
- (c) **Realty Taxes:** \$ _____ /sq.ft.
- (d) **Management/Administration Charges:** \$ _____ /sq.ft.
- (e) **Maintenance/Janitorial of Premises** \$ _____ /sq.ft. (if offered See 3.5)
- (f) **Additional Cost (< _____ >)** \$ _____ /sq.ft.
- (g) **Additional Cost (<insert description>)** \$ _____ /sq.ft.
- (h) **Additional Cost (< _____ >)** \$ _____ /sq.ft.

Total Estimated Taxes and Operating Costs: \$ _____ /sq. ft.
 Estimated financial impact by Exclusions from Table "8" \$ _____ /sq. ft.
 Estimated Taxes and Operating Costs net of Exclusions \$ _____ /sq. ft.

(Insert more spaces if needed.)

For purposes of evaluation, a uniform inflation rate may be used for all submission. However, it shall be understood that actual charges shall apply, and are subject to audit by the City.

Appendix A...cont'd

4. After Hours (HVAC) charges, if any, inclusive of costs of utilities:

Indicate cost per square foot for year 1 \$ _____/sq. ft./hr.

Identify if cost per sq. ft. shall remain the same for the full term, e.g. 120 months.

5. Tenant Parking:

Indicate the number of Free spaces that would be available: _____ Free Spaces

Indicate number of spaces that would be provided at an additional cost:

_____ No. of chargeable spaces X cost /space/annum = \$ _____ /space

Identify if cost per space shall remain the same for the full term.

6. Additional Costs

Please indicate any additional costs not otherwise specified which will be attributed to the City by the Proponent and on what basis (i.e.: units/rates/payment due dates/project management fees/etc.).

\$ _____/sq. ft.

7. Tenant inducements or deductions:

Please indicate any rental concessions or inducements or deductions, which may include, but not be limited to:

- Rent free period or both (identify whether it is on the Net Rent or Gross Rent Basis and specify \$/sq. ft. and the applicable months)
- Cash Allowances. (if calculate on per square foot basis, identify on Rentable or Useable area)
- Leasehold Improvement Allowances (if calculate on per square foot basis, identify on Rentable or Useable area)

8. Table of Exclusions:

Note: The City's expectation and standard is that the cost for the items ("Exclusions") listed in this table should be borne by the Landlord and not to be included in the calculation of the Operating Costs. Please identify the acceptance of making such Exclusions and identify the financial impact on the Quoted Estimated Operating Costs. Such costs will be factored into the evaluation process.

The Proponent may provide alternatives with details:

Appendix A...cont'd

<p>Accepted -- Proponents must indicate an "X" which means the costs associated with this item will be borne by the Landlord and will not form part of any rent, cost amount, or charge to the tenant. If the Exclusions are currently included in the calculation of the Operating Costs clearly identify this, appropriate deductions will be made.</p> <p>Financial Impact – the reduction of Quoted Estimated Operating Costs in dollar per square foot per year</p>	Accepted	Financial Impact \$/sq. ft./p.a.
(a) The cost of improvements or tenant inducements, whether payable to the City or any other tenant.		
(b) Payments made with respect to mortgages and deeds of trust and other loans in connection with the building or land and ground rent paid upon the land.		
(c) The cost of special services, goods or materials provided to specific tenants and any other amount directly chargeable to any tenant or tenants of the building or provided in their respective spaces.		
(d) Costs incurred to lease out space in the building, including brokerage fees, commissions, advertising costs and any other fees, salaries or expenses, incurred to lease up the building.		
(e) Income, franchise, corporation taxes, business taxes, capital taxes, or any other taxes personal to the landlord, and any penalties relating to late or non-payment of the same.		
(f) Consulting and market study fees.		
(g) Marketing, Advertising or Merchandising fees		
(h) All costs and expenses incurred in connection with the repair, closure, detoxification, decontamination or other clean-up of the building or land recommended or required as the result of the presence or effects of any hazardous substances on or about the land or building.		
(i) Net proceeds received by the landlord from insurance policies taken out by the landlord to the extent that such proceeds relate to costs and expenses included in the calculation of additional rent.		

<p>Accepted -- Proponents must indicate an "X" which means the costs associated with this item will be borne by the Landlord and will not form part of any rent, cost amount, or charge to the tenant. If the Exclusions are currently included in the calculation of the Operating Costs clearly identify this, appropriate deductions will be made.</p> <p>Financial Impact – the reduction of Quoted Estimated Operating Costs in dollar per square foot per year</p>	<p>Accepted</p>	<p>Financial Impact \$/sq. ft./p.a.</p>
(j) Costs incurred as a result of any act, omission, default or negligence of other tenants.		
(k) Any and all costs and expenses incurred as the result of faulty construction, improper materials and workmanship in respect of the building.		
(l) The cost of maintaining, repairing or replacing the roof (structure and membrane) and any structural portions or elements of the building.		
(m) Equipment rentals, which are a substitute for capital equipment that the landlord would otherwise have to purchase.		
(n) Any cost of administration office not located in the building		
<p>Accepted -- Proponents must indicate an "X" which means the costs associated with this item will be borne by the Landlord and will not form part of any rent, cost amount, or charge to the tenant. If the Exclusions are currently included in the calculation of the Operating Costs clearly identify this, appropriate deductions will be made.</p> <p>Financial Impact – the reduction of Quoted Estimated Operating Costs in dollar per square foot per year</p>		
(o) Landlord's income taxes and other taxes personal to the landlord		
(p) Penalties relating to late, partial and/or non-payment by the landlord of Realty taxes which are not the result of any late, partial or non-payment By the tenant of its share of realty		
(q) Levy, development fee, and or local improvement charge arising from The site plan agreement and or building permit for development		

Appendix A...cont'd

Total Financial Impact

I/We stipulate that that amounts set out herein shall be the guaranteed amounts payable by the City over the Term.

Witness

Name of Proponent

Name:

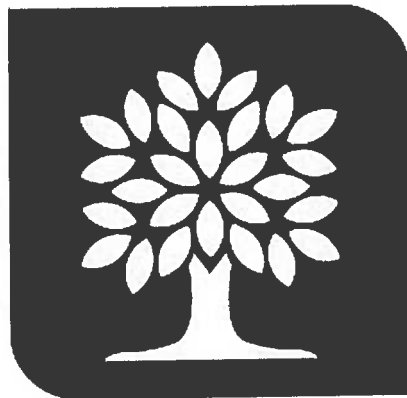
Signature

Date:

Name & Title:

I have authority to bind the Corporation

APPENDIX "B"



London
C A N A D A

**General Data Infrastructure and
Closet Specifications**

Version 1.9

October 2016

This document is to be used in conjunction with the corresponding City of London CAT6 Structured Cabling Specifications v1.9 document.

These Specifications are to be used and followed on **ALL** new structured data cabling installations performed for The Corporation of the City of London.

General Premise Cable Specifications

- 1.1 The layout and design of all aspects of the telecommunications portion of the project is to follow the latest ANSI/TIA/EIA design and specification guides at the time of construction.
- 1.2 A complete building design including closet and raceway locations and closet layouts needs to be submitted for review to City of London staff for final approval prior to commencement of work.
- 1.3 All telecommunications cabling, parts and components must be new, current model and of Tier 1 premium brand, such as Belden, Hubbell, Amp/TE, Commscope etc.
- 1.4 An existing site that already has a complete and functioning CAT5e infrastructure and is to have minor (4 or less) cabling additions or changes, CAT6 cabling is to be used, however is to be terminated to an existing CAT5e patch panel, provided there is sufficient space. If a new patch panel is required it must be CAT6 and sufficiently sized for future cabling needs. For any larger moves, additions or changes (5 or more), such as parts of a floor or an entire floor, all CAT6 cabling is to be terminated onto a new CAT6 patch panel.
- 1.5 All cabling is to be CAT6, installed and certified by a manufacturer trained and certified installer, as per this Specification, the most current **City of London CAT6 Structured Cabling Specifications** and general industry specifications and practises.
- 1.6 Cabling designated for voice use is to be CAT6, terminated as a data cable onto a shared CAT6 (or existing CAT5) patch panel, unless instructed otherwise by the owner due to an existing environment or where voice cabling may have to be terminated in another location or onto an existing BIX field.
- 1.7 All cabling is to be terminated as T568A pin/pair assignment standard, as per TIA/EIA. T568B pin assignment is NOT acceptable.
- 1.8 All cubicles, touchdown desks, individual and printer locations are to have two CAT6 data drops each. In enclosed offices, 2 data drops are required at the desk area as well as two data drops required at a meeting or visitor space of the office at a minimum. Meeting rooms with centrally located tables are to have two data drops as well as a quad power receptacle under the meeting room table. Computer training rooms and multipurpose rooms are to be cabled as specified by the owner.

The Corporation of the City of London – General Infrastructure Specifications – Version 1.9

- 1.9 If the project is a renovation, any old voice and data cabling in the project space is to be completely pulled out and removed from ceiling, floor and walls up to the patch panel where it is clearly marked as removed so the owner can after the project remove patch cabling to free up patch panel and network equipment.
- 1.10 All horizontal and vertical cable runs are to use FT-6 CMP Plenum rated cable for all applications.
- 1.11 No surface mounted raceways or surface mounted wall receptacles are to be used unless absolutely necessary. All data cabling and floor demarcation jacks are to be installed in-wall or in partition furniture, unless a specific situation is encountered, which then needs to be identified to the general contractor and / or building owner and / or the project manager for approval.
- 1.12 All drops are to be labelled according to room number at the workspace outlet and the patch panel, in the following format: ROOM-DXX where ROOM is the room number assigned and XX is a sequential drop number per each room.
- 1.13 All labelling is to be machine printed, and protected under a label cover if available. Handwritten labelling is not acceptable.
- 1.14 All visible floor demarcation parts, jacks etc. are to be matching and neutral in color. White, beige or off-white is preferred.
- 1.15 All CAT6 patch cabling is to be supplied by the premise cabling installer. Patch cabling is to be brand new, sealed, prefabricated and of same brand as the rest of the cabling system. Two patch cables per each data drop are required: 4ft or as suitable at the patch panel, 7 or 8ft or suitable at the workspace demarcation outlet. Installer is to work with owner to deem the appropriate length prior to ordering.
- 1.16 All premise cabling and termination jacks used onsite is to be color coded as follows:
- Corporate network connectivity BLUE
 - Video / camera connectivity YELLOW
 - Lighting / HVAC / BAS systems GREEN
- All supplied CAT6 patch cabling is to be matching color as per the above.
- 1.17 All cable bundles are to be tied together with hook-and-loop (velcro) straps. NO cable ties (zip ties / tie-wraps) are to be used.
- 1.18 Complete documentation of the installation is to be supplied at substantial completion or tenant handover in both hard copy and electronic format, complete with:
- Installer warranty
 - Registered system vendor warranty

- Full permanent link test results in electronic format, including graphical data, created with a current, calibrated tool at time of testing and used by a certified or qualified user
 - As-built floor plans with vertical and horizontal paths, jack locations and corresponding numbers. Numbers are to be CAD printed, not hand written.
- 1.19 The Contractor will correct any and all deficiencies, as identified by the owner, at no additional cost to the owner.
- 1.20 All new construction or renovation sites are to be cabled to be wireless access point ready, where each area is to have one or more CAT6 data drop with 5M slack in the ceiling space, Exact location and quantity to be decided by the owner.

New Telecommunications / IT Room Planning and Design

- 2.1 The layout and design of all IT rooms is to follow the latest ANSI/TIA/EIA design and specifications guides at the time of construction.
- 2.2 Incoming conduit quantity, size, pull box locations and bend radius shall be planned to accommodate the of the type of cabling used and to allow room future expansion.
- 2.3 Unless directed otherwise, the contractor is to supply a 2 post open relay rack, 45U, with vertical cable management for all project IT rooms. Size and quantity of cable management should be suitable to size of installation. Rack must be installed in the specified location, fastened securely to the wall or floor using appropriate fasteners and grounded as per standard Industry specification. The rack must accept standard 19" equipment. Brand to be Middle Atlantic, RF Mote, Cable Talk or brand name equivalent.
- 2.4 If the buildings' structured cabling system design requires more than one data closet, the main closet (MDF) shall be backbone interconnected with any secondary closet (IDF) via two dedicated CAT6 cables or, depending on the distance between closets, a 12 strand 50/125um OM3 multimode fiber cable, with all 6 pairs terminated to a 1U rack mount LC patch panel at each end.
- 2.5 If the site has one IT Room, it is to be centrally located in the building, due to data cable length restrictions.
- 2.6 For ease of access and flexibility in the IT room, an open ceiling is preferred (no false ceiling tile or suspended ceilings).
- 2.7 The MDF room is to have at minimum one sheet (4'x8') of ¾" A-C grade plywood backboard on one wall, in the proximity of the data rack. This backboard is to be fire

retardant or fire retardant painted with two coats on all 6 sides, as per current ANSI/TIA/EIA specifications. White paint to enhance room light levels is preferred. Each IDF is then to have at minimum one half sheet plywood backboard (4'x4'). Backboards are to be securely mounted to walls to allow secure mounting of equipment.

- 2.8 The MDF room is to house the Bell Canada copper demarcation point. If for any reason this is not possible, a 25pair CAT5e cable is needed, connecting this closet to the Bell demarcation point in the Entrance Facility. This cable is to be terminated on a BIX1A strip / BIX10A frame at both ends unless instructed by owner otherwise.
- 2.9 The MDF room is to also house a Rogers Cable demarcation, if this service is present in the building. If for any reason this is not possible, a RG6 coax cable feed drop shall be installed to this room from the Service entrance facility.
- 2.10 Unless otherwise requested, IT rooms are to have qty2 120V 20A non-switched t-slot receptacles in the proximity of the rack, one duplex receptacle on each dedicated branch circuit. Additional duplex receptacles should be placed at 1.8M (6ft) intervals around perimeter walls. These receptacles can be on additional shared branch circuits if necessary. IG receptacles are not required.
- 2.11 Racks and any brackets must be grounded to the nearest ground point connected to the building ground system with a #6 AWG green insulated copper grounding conductor as per current industry guidelines. At sites where there is an existing or will be a generator present, these and any other receptacles in all IT rooms are to be fed off generator fed circuits. No electrical equipment generating EMI (transformers, motors etc.) or RFI is to be housed in any IT room.
- 2.12 Each IT room must be sufficiently sized to allow a minimum 4ft clearance at the front and minimum 4ft clearance at the rear of the rack. A minimum 2ft on each side of the rack is also required, making the room a minimum 8ft by 6ft.
- 2.13 Each room is to be dedicated for IT equipment only, or only shared with other low voltage technology groups such as surveillance / security / fire suppression / access control and HVAC / BAS / lighting control equipment.
- 2.14 Sources of flooding in and around all IT rooms should be minimized, no piping should pass above rooms if possible.
- 2.15 No unrelated storage such as custodial, is to be allowed in any IT room.
- 2.16 All IT rooms should be keyed to the TSD Medeco IT closet standard and be access card accessible to manage and monitor access.
- 2.17 IT room lighting should be independently switched or motion activated, and sufficient to illuminate the entire room, especially the front and rear of the data rack, a minimum 550 lux at 1M (50fc at 3ft) above floor is required.

- 2.18 A 24hour 365day positive pressure fan assisted ventilation system is required, with sufficient airflow to keep room at 21degrees Celsius +/- 3 degrees at all times. Ventilation volume should at minimum complete a full room air exchange per hour.

Depending on type and size of installation, a dedicated split HVAC system may also be necessary, with a thermostat or manageable set point in the room. This HVAC system is to be fed off emergency generator power if present. The indoor unit is to be located on the opposite wall from IT equipment if possible. This system needs to start up automatically after a power failure, with no user intervention required.

APPENDIX "C"



London
C A N A D A

**Category 6 Structured Cabling
Specifications**

Version 1.9

October 2016

This document is to be used in conjunction with the corresponding **City of London General Data Closet Infrastructure Specifications v1.9** document.

These Specifications are to be used and followed on **ALL** new structured data cabling installation performed for The Corporation of the City of London.

This document has been based on Hubbell's Premise Wiring CAT6 Channel Specifications.

Category 6 Structured Cabling Specifications

GENERAL

1.1 SCOPE OF WORK

- A. This section includes minimum requirements for product design, quality, and performance, including preparation and installation of Category 6 channel systems. A structured cabling channel include jacks, panels, 110 blocks, cable, cross-connect jumpers, and patch cords, all connected together.
- B. Category 6 modular jacks terminate Category 6 balanced unshielded twisted pair (UTP) copper cable in workstation outlets. Category 6 patch panels are used for cross-connect distribution of UTP cabling.
- C. Category 6 patch cords are used to connect workstation equipment to communications outlets. Category 6 UTP cable is used for horizontal or backbone infrastructure. Cabling is fully deployed prior to jack and panel termination. Compliance to codes and standards is required for installation, cable deployment, and connector termination.

1.2 QUALITY ASSURANCE

- A. Installation of Category 6 channel systems shall be according to manufacturer's instructions.
- B. Category 6 channel systems shall be installed according to recognized Category 6 installation practices, and applicable codes and standards.
- C. Installed channel system cable and components shall be manufactured by an ISO 9001 Certified facility.
- D. Installed channel system cable and components shall be free from defects in material or workmanship from the manufacturer, and shall be of the quality indicated.
- E. All methods of construction that are not specified in the contract documents shall be subject to control and approval by the Owner or Owner's Representative.
- F. Installed channel system components shall be lot-traceable by date code.
- G. Channel system cable shall have lot number printed on the outer jacket.
- H. All critical internal manufacturing operations for Category 6 channel system cable and components shall have documented in-process inspection and testing according to ISO 9001.

- I. Where “approved equal” is stated, any substitute product shall be equivalent to all requirements specified, and is subject to approval.

Note: Low grade or substandard Category 6 cable shall not be an acceptable substitute in Category 6 channel systems specified in this document.

- L. Materials and work specified in this document shall comply with, and are not limited to the applicable requirements of standards, codes, and publications listed below:

- ANSI/TIA/EIA-568-B.1, Commercial Building Telecommunications Cabling Standard (and all published addenda), Part 1: General Requirements, 2001.
- ANSI/TIA/EIA-568-B.2, Commercial Building Telecommunications Cabling Standard (and all published addenda), Part 2: Balanced Twisted Pair Cabling Components, 2001.
- ANSI/TIA/EIA-568-B.2-1, Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted Pair Cabling Components, Addendum 1: Transmission Performance Specifications for 4-pair 100 Ohm Category 6 Cabling, 2002.
- ANSI/ICEA-S-90-661, Category 6 Individually Unshielded Twisted-Pair Indoor Cables, With or Without an Overall Shield, for Use in Communications Wiring Systems Technical Requirements, 2004.
- ANSI/EIA-310-D, Cabinets, Racks, Panels and Associated Equipment, 1992
- IEEE 802.3af, Data Terminal Equipment (DTE) Power Over Media Dependent Interface (MDI), 2003 (Super ceded by IEEE 802.3-2005).
- IEEE 802.3, Information Technology – Telecommunications and Information Exchange between Systems – Local and Metropolitan Area Networks – Specific Requirements Part 3: Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications, 2005.
- IEEE 802.3an (current draft), Specification for 10 Gb/s (10 Gigabit Ethernet) Operation over Category 6 or higher 4-Pair Balanced Twisted Pair Cabling.
- TIA/TSB-155 (current draft), Telecommunications System Bulletin: Characterizing Existing Category 6 cabling for 10 Gb/s Ethernet Operation over 55 Meters Channel Length.
- FCC Code of Federal Regulations, Title 47, Part 68, Subpart F: Connector Specifications (current edition).

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- ANSI/TIA/EIA-569-B, Commercial Building Standard for Telecommunications Pathways and Spaces, 2003.
- ANSI/TIA/EIA-606-A, Administration Standard for Commercial Telecommunications Infrastructure, 2002.
- ANSI J-STD-607-A, Commercial Building Grounding and Bonding Requirements for Telecommunications, 2002.
- ISO/IEC 11801, Information Technology – Generic Cabling for Customer Premises, 2002.
- ISO/IEC 18010, Information Technology – Pathways and Spaces for Customer Premises Cabling, 2005.
- ISO/IEC 14763-1, Information Technology – Implementation and Operation of Customer Premises Cabling – Part 1: Administration, 2004.
- BS EN 50173-1, Information Technology – Generic Cabling Systems – Part 1: General Requirements, 2002.
- BS EN 50174-1, Information Technology – Cabling Installation – Part 1: Specification and Quality Assurance, 2001
- National Fire Protection Association, Inc., NFPA 70: National Electric Code (NEC), 2005.
- NEC Article 250: Grounding and Bonding
- NEC Article 800: Communications Circuits
- CSA C22.1-06, Canadian Electric Code (CEC), 2006
- Underwriters Laboratory, Inc., UL1863: Standard for Safety – Communications Circuit Accessories, 4th Ed, 2004.
- National Electrical Manufacturer's Association, NEMA 250-2003: Enclosures for Electrical Equipment
- Telecommunications Distribution Methods Manual, 10th Ed., Building Industry Consulting Services International (BICSI), 2003.
- Information Transport Systems Installation Manual, 4th Ed., Building Industry Consulting Services International (BICSI), 2004.
- U.S. Public Law 336. 101st Congress, ADA: Americans with Disabilities Act of 1992.

1.3 SUBMITTALS

- A. Product Data Specifications
- B. Product Data Sheets
- C. Manufacturer's Installation Instructions
- D. Product Catalog Literature
- E. Product Drawings

1.4 WARRANTY

- A. Installed Category 6 channel systems shall be warranted free of defects in material or workmanship.
- B. Installed Category 6 channel systems shall be warranted to perform the intended function within design limits.
- C. Installed Category 6 channel systems shall be granted a full link or channel warranty by the manufacturer under the conditions stated below:
 - a. Construction is performed by an installer that is certified and up-to-date by the manufacturer's current training program.
 - b. Contractors performing the certified installation are properly registered with the manufacturer's warranty program.
 - c. All channel components are supplied entirely by one manufacturer (including all patch cords for channel).
- D. Cable used in the installation is supplied by the manufacturer, or is qualified and recognized by such.
- E. Installed channel systems are properly documented and tested with a "PASS" result. (See "Field Quality Control – Testing" in PART 3 of this document for testing details).
- F. Required test results and project documentation is submitted to the manufacturer by the registered contractor.

PRODUCTS

2.1 CONNECTORS - CATEGORY 6 MODULAR JACKS

- A. REQUIREMENTS

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1. Jacks shall be standard 8-position, RJ-45 style, un-keyed, FCC compliant.
2. Jacks shall be designed for 4-pair, 100 ohm balanced unshielded twisted pair (UTP) cable.
3. Each jack shall be single unit construction, with snap – fit to industry standard keystone opening (.760" x .580").
4. Jack housings shall be high impact UL 94 V-0 rated thermoplastic.
5. Jacks shall have a temperature rating of -10 °C (14°F) to 70°C (158 °F).
6. Jacks shall utilize a 2-layer printed circuit board to control NEXT.
7. Jack housings shall fully encase and protect printed circuit boards and IDC fields.
8. Housing shall be ultrasonically welded for tamper resistance.
9. Modular jack contacts shall accept a minimum of 2000 mating cycles without degradation of electrical or mechanical performance.
10. Jack contacts shall maintain a minimum deflection force of 100 grams while mated with an FCC-standard RJ-45 plug.
11. Jack contacts shall be formed flat for increased surface contact with mated plugs.
12. Jack contacts shall be arranged on the PC board in 2 staggered arrays, one array having 6 contacts and the other array having 2 contacts.
13. Jack contacts shall be constructed of Beryllium copper for maximum spring force and durability.
14. Contact plating shall be a minimum of 50 micro-inches of hard gold in the contact area over 50 micro-inch of nickel.
15. Jack termination method shall follow the industry standard 110 IDC punch-down.
16. IDC contact termination towers shall have tapered pair-splitting features to aid wire insertion and minimize pair un-twist.
17. IDC contacts shall be arranged in staggered arrays of 4 sets of 2 contacts.

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18. Jacks shall have the Category 6 designation, visible from the front when installed.
19. Bottom of jack shall have date code and an abbreviated catalog number.
20. Jacks shall utilize a paired punch-down sequence to maximize electrical performance.
21. IDC contacts shall be Phosphor Bronze with 100 micro-inch tin lead 60/40 plating over nickel.
22. Jacks shall terminate 26-22 AWG solid or stranded conductors.
23. Jacks shall terminate insulated conductors with outside diameters up to .050”.
24. Jacks shall not require special cords, specialty tools or special installation requirements.
25. Jacks shall be compatible with single conductor standard 110 impact termination tools.
26. Jacks shall be compatible with a 4-pair single punch impact tool designed specifically for the purpose.
27. Jacks shall include a translucent stuffer cap for wire retention and to permit visual inspection.
28. Stuffer cap shall have retention snaps to assure conductor strain relief.
29. Jacks shall accept FCC compliant 6 position plugs.
30. Jacks shall accept optional hinged dust covers.
31. Jacks shall be compatible with ANSI/TIA/EIA-606-A color code labeling.
32. Jacks shall accept snap-on icons for specific identification.
33. Jacks shall be available in various colors to meet specific customer applications.
34. Jacks shall have attached wiring instruction labels to permit either T568A or T568B wiring configurations.
35. Category 6 jacks shall be backward compatible with existing Category 3, 5, and 5e cabling systems for fit, form, and function.

2.2 PATCH PANELS – CATEGORY 6

A. REQUIREMENTS

1. Category 6 patch panels shall be of modular design, 8-position, RJ-45 style, un-keyed, FCC-compliant receptacle, in 24 and 48 configurations. Panel frames shall be black powder coated 14-gage steel with rolled edges top and bottom for proper stiffness.
2. Each panel is to utilize a rear lacing bar that all premise cabling entering the rear of the panel is to be connected to via loop and hook strapping (Velcro) to prevent sagging. One supplied with the patch panel or a Hubbell CMBR or similar is acceptable.
3. Panels shall accommodate a minimum of 24 ports for each rack mount unit (1 RMU = 1.75 in.).
4. Panels shall be designed for 4-pair, 100 ohm balanced unshielded twisted pair (UTP) cable.
5. Panels shall terminate 26-22 AWG solid conductors, with maximum insulation diameter of 0.050 in.
6. Panels shall have individual port identification numbers on the front and rear of the panel.
7. Panel adapter modules shall be 110-style termination with tin lead solder plated IDC contacts.
8. Panels shall have a temperature rating of -10 °C (14°F) to 70°C (158 °F).
9. Printed circuit boards shall be fully enclosed front and rear for physical protection.
10. Panel contacts shall withstand a minimum of 2000 mating cycles with an FCC 8-position RJ-45 plug, without degradation of electrical or mechanical performance.
11. Panel contacts shall maintain a minimum deflection force of 100 grams while mated with an FCC-standard RJ-45 plug.
12. Panel contacts shall be formed flat for increased surface contact with mated plugs.
13. Panel contacts shall be arranged on the PC board in 2 staggered arrays, one array having 6 contacts and the other array having 2 contacts.
14. Panel contacts shall be constructed of Beryllium copper for maximum spring force and durability.

15. Contact plating shall be a minimum of 50 micro-inches of hard gold in the contact area over 50 micro-inch of nickel.
16. Panel termination method shall follow the industry standard 110 IDC punch-down, using a standard 110 impact termination tool.
17. Panels shall be compatible with a 4-pair multi-punch impact termination tool designed specifically for the purpose. Bending or other damage to the panel using a multi-pair punch tool shall not occur.
18. IDC contact termination towers shall have tapered pair-splitting features to aid wire insertion and minimize pair un-twist.
19. IDC contacts shall be arranged in staggered arrays of 4 sets of 2 contacts.
20. Panels shall have the Category 6 designation, visible from the front when installed.
21. Panels shall utilize a paired punch-down sequence to maximize electrical performance.

2.3 CATEGORY 6-110 TERMINATION BLOCKS

B. REQUIREMENTS

1. Category 6-110 wiring blocks shall be available in 64-pair or 192-pair capacities, with or without detachable standoff legs.
2. Wiring blocks shall be available as kits that include wiring blocks, label strips, and the appropriate quantity of connecting blocks for termination to full capacity.
3. Connecting blocks shall also be available separately.
4. Wiring blocks and connecting blocks shall be constructed of UL94-V0 rated high-impact flame-retardant polycarbonate blend thermoplastic.
5. Wiring blocks shall accept 26-22 AWG solid or stranded conductors
6. Wiring blocks shall accept conductor insulation diameters of .050 in to .070 in maximum.
7. Wiring blocks and connecting blocks shall have a temperature rating of 14 °F to 140°F with up to 95% non-condensing humidity.
8. Wiring blocks shall have through-openings to permit rear cable entry and direct routing to each point of termination.

9. Connecting blocks shall connect to the wiring block with a locking force of 35 lb minimum.
10. Connecting blocks shall withstand a minimum of 200 re-terminations without degradation to electrical or mechanical performance.
11. IDC contacts in the connecting blocks shall be a spring temper phosphor bronze alloy, .032" thickness, with 100 micro-inches minimum solder plate (60% tin/40% lead) at the wire contact area.
12. IDC contact termination towers on the connecting blocks shall have tapered pair-splitting features to aid wire insertion and minimize pair untwist. IDC towers shall also have high-definition color-coding.

2.4 PATCH CORDS – CATEGORY 6

B. REQUIREMENTS

1. Category 6 patch cords shall be of the same brand, product line and performance matched to the structured cabling. They shall be constructed with a smoke-colored or clear polycarbonate 8-position plug, having vertically staggered, trifurcated contacts, each having 50 micro-inches of gold plating. Plug dimensions and function shall comply with FCC 47, Part 68.5.
2. Patch cords shall have a snag-less feature, integral to the strain relief boot on each end. Strain relief boot shall be molded PVC, and color matched to the cable jacket.
3. Patch cords shall be constructed with category 6 patch cable, with 24 AWG 7/32 tinned copper stranded conductors, each insulated with polyethylene, and overall jacket with UL flame-retardant PVC.
4. Patch cords shall be manufactured using a T568A wiring format. Patch cords shall be available in the following colors: blue, yellow and green.
5. Category 6 patch cords shall be backward compatible with existing Category 3, 5, and 5e cabling systems for fit, form, and function.

2.5 CATEGORY 6 100 OHM BALANCED PLENUM UTP CABLE

A. REQUIREMENTS

1. Category 6 UTP plenum cable construction shall be four twisted pairs of 23 AWG insulated solid copper conductors, with a ripcord, surrounded by a tight outer jacket. Cable construction also includes a pair divider along the cable center to maintain separation of individual pairs

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2. Plenum cable shall be supplied in premium grade, tested to 550 MHz only. Low grade or substandard Category 6 cable shall not be an acceptable substitute.
3. Conductor diameters shall be 0.0224" ± .0003" solid copper.
4. Plenum cable conductor insulation diameter shall be 0.039" ± .0005" high performance fluoro-copolymer.
5. Twist lay of each pair shall vary in a manner to optimize noise immunity and minimize crosstalk.
6. Outer jacket diameter shall be 0.220" ± .008" with a nominal wall thickness of 0.015".
7. Plenum cable jacket material shall be low smoke PVC.
8. Ripcord shall be directly underneath the outer jacket.
9. Cable shall be marked: "[MANUFACTURER] PREMISE WIRING CATEGORY 6 – [PLENUM] -- 4 PR 23 AWG c(UL)US <CMP> – (UL) VERIFIED TO TIA/EIA-568-B.2-1 -- Z/YY (XXXX) – NNNN".
 - a) Frequency of marking shall be every 2.0 ft.
 - b) 'Z' represents the month of manufacture.
 - c) 'YY' indicates the year of manufacture.
 - d) 'NNNN' indicates the sequential footage markers.
 - e) 'XXXX' indicates the job number.
 - f) 'NNNN' indicates the sequential footage markers.
11. UL, ETL, or CSA agency certification or verification markings shall be marked on the cable jacket according to the certifying agency's requirements.
12. Color coding of the pairs shall be as follows:
 - a) Pair 1: White/Blue; Blue
 - b) Pair 2: White/Orange; Orange
 - c) Pair 3: White/Green; Green
 - d) Pair 4: White/Brown; Brown

13. Cable shall be supplied in 1000 ft spools or 1000 ft Reellex boxes.

2.6 PERFORMANCE REQUIREMENTS: CATEGORY 6 CHANNEL SYSTEMS

- A. All cable and component transmission performance parameters shall be independently verified by a UL or ETL third party testing organization.
- B. Category 6 channel cable and components shall individually exceed Category 6 transmission requirements of ANSI/TIA/EIA-568-B.2-1, Transmission Performance Specifications for 4-Pair 100 ohm Category 6 Cabling Components.
- C. Category 6 channel system shall exceed 10 Gb/s transmission requirements for connecting hardware, per the requirements of ANSI/TIA-TSB-155 (current draft).
- D. The manufacturer shall provide Category 6 component compliance certificates from third party testing organization upon request.
- E. Channel cable and components shall be UL LISTED 1863 and CSA certified.
- F. Installed channel system shall exceed IEEE 802.3 DTE Power specification to 4 times the rated current limits with no degradation of performance or materials.
- G. Channel system shall be third party verified, error free Gigabit Ethernet performance to IEEE 802.3 standard.
- H. Channel system shall exceed 4 Gb/s data transmission capacity within the bandwidth of 1 – 250 MHz when configured in a 4-connector channel.
- I. Channel system shall exceed the 4-connector channel performance requirements of Category 6, per the ANSI/TIA/EIA-568-B.2-1 standard.
- J. Channel system shall exceed the 4-connector Category channel performance requirements for 10 Gb/s transmission over Category 6, according to TIA/TSB-155 (current draft).
- K. The 4-connector channel test configuration shall utilize a Category 6 jack, patch panel, optional 6-110 block, and patch cords, all from the same manufacturer, with qualified Category 6 cable.
- L. The 4-connector Category 6 channel performance margins in the table below shall be guaranteed, provided the configuration satisfies requirement 'K' above.

Electrical Parameter (1 - 250MHz)	Guaranteed Margins to Category 6 / Class E Channel Specifications
--------------------------------------	-------------------------------------------------------------------------

Insertion Loss	3 %
NEXT	4 dB
PSNEXT	5 dB
ELFEXT	4 dB
PSELFEXT	5 dB
Return Loss	2 dB

EXECUTION

3.1 PREPARATION

- A. Horizontal and backbone cable pathway infrastructure (conduit, cable tray, raceway, metal j-hooks etc.) shall be fully deployed according to applicable codes and standards.
- B. Metallic horizontal cable pathways shall be bonded to an approved ground according to ANSI-J-STD-607-A.
- C. Racks, cabinets, and enclosures shall be installed in the proper locations as per owner, and bonded to an approved ground according to ANSI-J-STD-607-A.

- D. Prior to jack termination in the workstation outlet, horizontal cabling of the proper category shall be fully deployed from the TR to each outlet location according to applicable codes and standards.
- E. Prior to panel termination in the TR and ER, backbone and horizontal cabling shall be fully deployed.

3.2 INSTALLATION – CATEGORY 6 CABLE

- A. Using approved methods, pull cable into conduits, or place into raceway or cable tray as specified. Do not exceed 25 Lb pull force per cable. Use appropriate lubricants as required to reduce pulling friction.
- B. All wiring above ceilings or below access floors shall be installed in cable tray or open-top cable hangers.
- C. Cable slack and service coils shall be stored properly above the ceiling or under the access floor. A “figure-eight” service coil is recommended for Category 6 cabling to reduce EMI coupling.
- D. Cable ends for termination shall be clean and free from crush marks, cuts, or kinks left from pulling operations.
- E. Pathway fill ratio in conduit, tray, raceway, etc. shall not exceed 40% of pathway cross-sectional area.
- F. Installed cable bend radius shall be greater than 4X cable diameter. Avoid kinking or twisting the cable during installation.
- G. Do not use staples, cable ties or clamps to anchor cables. Velcro / Hook and Loop straps are required.
- H. Recommended spacing of cable supports above the ceiling shall be 48”.
- I. Maintain the following clearances from EMI sources:
 - 1. Power cable in parallel: 12 in.
 - 2. Power cable intersections: 6 in.
 - 3. Florescent lights: 12 in.
 - 4. Transformers and electrical service enclosures: 36 in.
- J. Communications cabling that must cross power cables or conduit shall cross at a 90-degree angle, and shall not make physical contact.

- K. Length of each horizontal cable run from the TR to the wall outlet shall not exceed 90 meters.
- L. Leave sufficient slack for 90 degree sweeps at all vertical drops.
- M. Do not install cable in wet areas, or in proximity to hot water pipes or boilers.
- N. Cable ends for termination shall be clean and free from crush marks, cuts, or kinks left from pulling operations.
- O. Installed cables shall have no abrasions with exposed conductor insulation or bare copper 'shiners". The installer is responsible to replace damaged cables.
- P. Fire-stop all cable penetrations through fire-rated barriers per local fire code.

3.3 INSTALLATION – CATEGORY 6 JACKS

- A. Terminate jacks according to manufacturer's instructions.
- B. To maximize transmission performance, maintain wiring pair twists as close as possible to the point of termination.
- C. The length of wiring pair un-twist in each termination shall be less than 0.5 inches (13 mm).
- D. Jacks shall be properly mounted in plates, frames, or housings with stuffer cap fully installed over IDC contacts.
- E. Horizontal cables extending from mounted jacks shall maintain a minimum bend radius of at least 4 times the cable diameter.
- F. Cable terminations shall have no tensile or bending strain on IDC contacts after assembly of faceplate or housing to the wall outlet.

3.4 INSTALLATION – CATEGORY 6 PANELS

- A. Properly mount patch panels into designated rack, cabinet, or bracket locations with the #12-24 or #10-32 screws, as required.
- B. Terminate cables into the patch panel according to manufacturer's instructions.
- C. To maximize transmission performance, maintain wiring pair twists as close as possible to the point of termination.
- D. The length of wiring pair un-twist in each termination shall be less than 0.5 inches (13 mm).

- E. Horizontal or backbone cables extending from the panel terminations shall maintain a minimum bend radius of at least 4 times the cable diameter.
- F. Cable terminations shall have no tensile or bending strain on panel IDC contacts in each installed location.
- G. For horizontal cabling, jacks shall be terminated with faceplates assembled complete and properly mounted.
- H. Consolidation point equipment, where applicable, shall also be fully installed and terminated prior to testing.
- I. Panels shall be properly labeled on front and back with the cable number and port connections for each port.

3.5 INSTALLATION – CATEGORY 6-110 BLOCKS

- A. Follow manufacturer's instructions.
- B. Mount 6-110 wiring blocks in the desired location.
- C. Route cables through the openings in the wiring block base.
- D. Terminate UTP cables to the 6-110 block according to manufacturer's instructions, using the connecting blocks and proper termination tool.
- E. To maximize transmission performance, maintain wiring pair twists as close as possible to the point of termination.
- F. The length of wiring pair un-twist in each termination shall be less than 0.5 inches (13 mm).
- G. Cables extending from the block terminations shall maintain a minimum bend radius of at least 4 times the cable diameter.
- H. Cable terminations shall have no tensile or bending strain on IDC contacts after termination. Note: Use the appropriate cable management hardware to relieve cable strain and control bend radius.

3.6 INSTALLATION – CATEGORY 6 PATCH CORDS

- A. Remove patch cords from bags and apply channel or port identification labels per specification. Patch cord lengths should match the distance between connection points, with enough slack for cable management and bend radius control.
- B. Workstation patch cords should not interfere with the operator space or electrical cords. Note: workstation cords are normally installed after placement of office furniture.

3.7 FIELD QUALITY CONTROL – TESTING

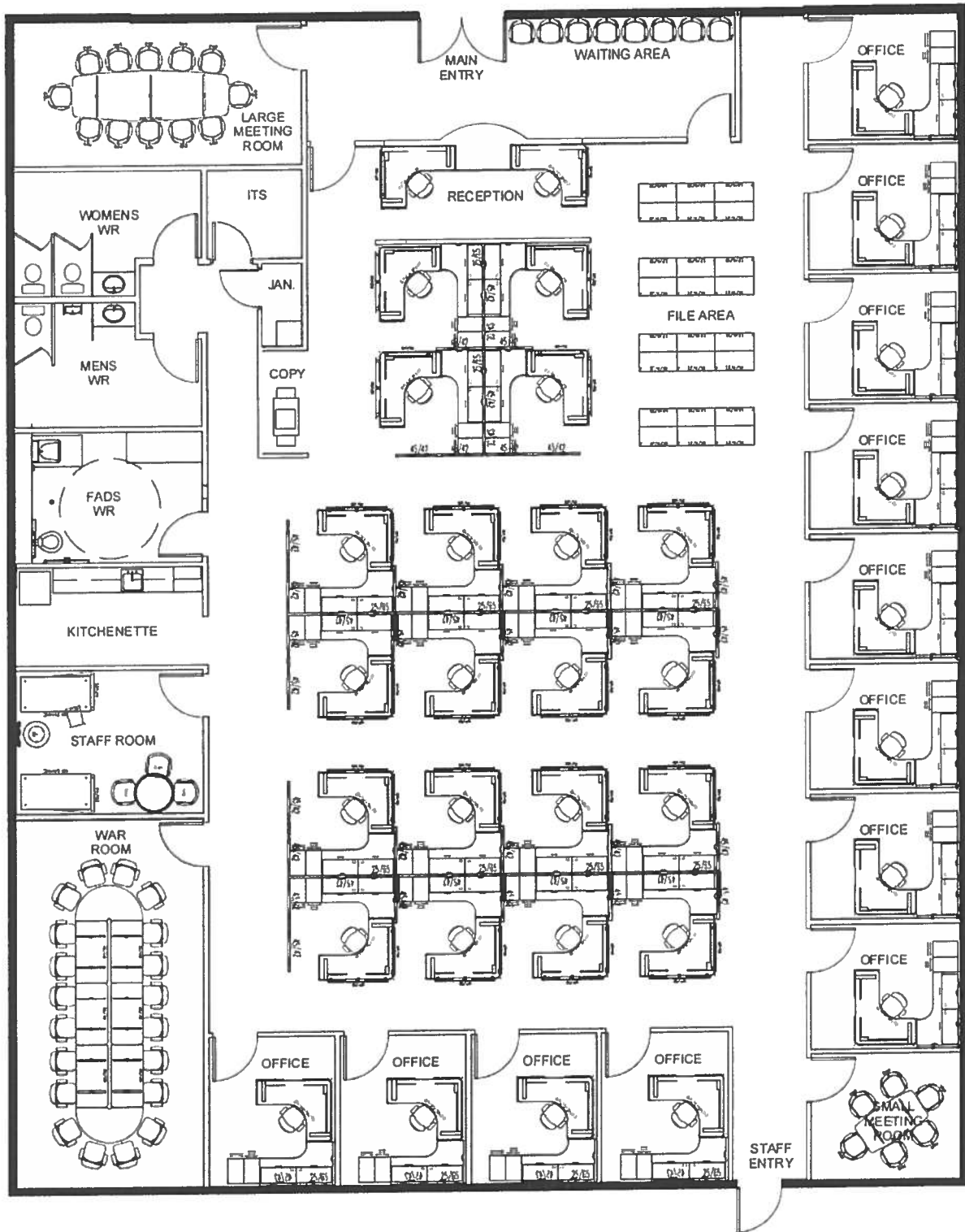
- A. Category 6 channel systems shall be tested as an installed horizontal or backbone cabling system. Jacks and faceplates are assembled complete and properly mounted. Panels are terminated and fully dressed with proper cable management. Patch cords are connected on each end of channels.
- B. Each channel in the horizontal or backbone channel system shall be identified and tested individually, using an industry standard level III tester with correct settings.
- C. Each horizontal and backbone channel is tested for the parameters listed below:

Wire Map / Continuity	Length	Insertion Loss
NEXT	PSNEXT	ELFEXT
PSELFEXT	Delay and Delay Skew	Return Loss

- D. A "PASS" indication shall be obtained for each channel or link, using a level III tester.
- E. Full and complete test reports shall be submitted as per Section 1.3 SUBMITTALS requirements.

APPENDIX "D"

TOTAL AREA
± 7,000 SQFT



APPENDIX 'A'
CONFIDENTIAL - Released in Public

#17172

Chair and Members
Corporate Services Committee

October 11, 2017
(Approve Leasehold Improvements)

**RE: Lease of Office Space - Request for Proposal No. 17-22 for
Rapid Transit Implementation Office - Environmental and Engineering Services
London Public Library - 251 Dundas Street
Subledger (FG170047)
Capital Project EW1505 - CWWF Office Space - Water
Capital Project ES2075 - CWWF Office Space - Wastewater
Capital Project TS1430-1 - RT 1: Wellington Rd - Bradley Avenue to Horton St South Leg Widening**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the total cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this project is:

<u>SUMMARY OF ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Additional Financing</u>	<u>Revised Budget</u>	<u>Committed to Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
<u>EW1505 - CWWF Office Space - Water</u> 1)						
Engineering	\$0	\$5,833	\$5,833		\$5,833	\$0
Construction	0	52,500	52,500		52,500	0
	0	58,333	58,333	0	58,333	0
<u>ES2075 - CWWF Office Space - Wastewater</u> 1)						
Engineering	0	10,834	10,834		10,834	0
Construction	0	97,500	97,500		97,500	0
	0	108,334	108,334	0	108,334	0
<u>TS1430-1 - RT1: Wellington Rd.-Bradley Ave to Horton St South Leg Widening</u>						
Engineering	7,475,000		7,475,000	1,906,309	33,333	5,535,358
Land Acquisition	29,563,000		29,563,000	174,314		29,388,686
Construction	25,000,000	(1,288)	24,998,712	445	300,000	24,698,267
Relocate Utilities	2,140,000		2,140,000			2,140,000
City Related Expenses	25,000	1,288	26,288	26,288		0
	64,203,000	0	64,203,000	2,107,356	333,333	61,762,311
<u>NET ESTIMATED EXPENDITURES</u>	<u>\$64,203,000</u>	<u>\$166,667</u> 2)	<u>\$64,369,667</u>	<u>\$2,107,356</u>	<u>\$500,000</u>	<u>\$61,762,311</u>
<u>SUMMARY OF FINANCING:</u>						
<u>EW1505 - CWWF Office Space - Water</u>						
Drawdown from Capital Water Reserve Fund 2)	\$0	\$58,333	\$58,333		\$58,333	\$0
<u>ES2075 - CWWF Office Space - Wastewater</u>						
Drawdown from Sewage Works Reserve Fund 2)	0	108,334	108,334		108,334	0
<u>TS1430-1 - RT1: Wellington Rd.-Bradley Ave to Horton St South Leg Widening</u>						
Capital Levy	1,445,800		1,445,800	47,456	7,506	1,390,838
Debenture By-law No. W.-5609-239 (Serviced through City Services - Roads Reserve Fund (Development Charges))	19,552,900		19,552,900			19,552,900
Drawdown from City Services - Roads R.F. (Development Charges)	935,600		935,600	672,501	106,373	156,726
PTIF (Public Transit Infrastructure Fund)	2,232,873		2,232,873	1,387,399	219,454	626,020
Senior Government 3)	40,035,827		40,035,827			40,035,827
	64,203,000	0	64,203,000	2,107,356	333,333	61,762,311
<u>TOTAL FINANCING</u>	<u>\$64,203,000</u>	<u>\$166,667</u> 1)	<u>\$64,369,667</u>	<u>\$2,107,356</u>	<u>\$500,000</u>	<u>\$61,762,311</u>

- NOTE:**
- 1) CWWF represents Clean Water & Wastewater Fund, a program that provides 75% funding from the Federal and Provincial governments for applicable Water and Wastewater capital projects.
 - 2) The additional financing requirement of \$166,667 is available as a drawdown from the Capital Water Reserve Fund in the amount of \$58,333 and a drawdown from the Sewage Works Reserve Fund in the amount of \$108,334. Funding is available in these reserve funds since \$20.4 million was freed up when the Federal and Provincial contributions through the CWWF Phase 1 program were incorporated into the capital plan (CWC report June 7, 2017). The need for office space for additional Water and Wastewater staff was addressed in a separate report on CWWF staffing, also dated June 7, 2017.
 - 3) The scope and timing of the Shift Rapid Transit Initiative is subject to securing Senior Government funding.

JG

Larry Palarchio
Director of Financial Planning & Policy