

## SCHEDULE B

### QUESTIONS AND ANSWERS

#### Woodward's Non-Profit Purpose Built Space Q&A Fact Sheet, revised for the Non-Profit Generic Office and Assembly Space RFP

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#### 1. Lease Terms

**Q -- Duration:** Is it possible to have five recurring lease terms of five years each?

*A - A longer lease term is possible. We will recommend four recurring periods of five years each. Note, however, that there will be provisions for termination should the terms of the lease not be upheld.*

**Q -- Common Area Costs:** Where did the gross up factor for the area calculation come from? It was understood the City would be "...shouldering responsibility for amenity fees for bathrooms and Hallways." Please elaborate.

*A -- The intention has always been that the City pass on all costs associated with the non-profit office space to the tenants. All costs for the space have been assigned proportionately to the space rented to make a fair split among all tenants for the common spaces. The presentation of this information used standard commercial leasing terms (BOMA) and referred to 18 per cent added to the square footage lease costs. This amount was always added in to the estimated costs. The alternate way of presenting costs is through a higher per sq ft cost. The result, however, would be the same.*

**Q -- Service Level Agreement:** Is it possible to have input into this agreement and further clarity on roles and responsibilities by the non-profit?

*A -- The service level agreement reflects the standard agreement which the City works out with most tenants. If additional clarity is needed, that is possible, as well, additional services could be considered on a cost recovery basis.*

**Q --** Please confirm that "...all items marked NPO in both columns of the Appendix table are fully the [non profit's] responsibility, otherwise all expenses are covered by the Common Area Costs."

*A -- Correct, but the City will reserve the right to ensure in areas such as life/safety concerns and for finishing of flooring and windows, that things are in order.*

**Q --** Are there any other costs the non-profits need to be aware of other than those listed in the SLA?

*A - Yes. All directly metered costs for utilities will be to the tenant's account. There are separate electrical meters for each floor in the Heritage Building. For a shared floor (such as the fourth) the costs will have to be fairly allocated depending on use.*

**Q -- Consent for Occupancy:** "...our intent is to have sole occupancy of these spaces, and that any uses and activities therein will be our responsibility..." Is it possible to form an umbrella group for the purpose of sharing space?

*A -- Yes, this may be possible provided the umbrella group meets the Evaluation Criteria as set out in this RFP.*

## **2. Tenant Improvements:**

**Q --** Please confirm the presence of funds for the fit and finish of the non profit space.

*A - City Council has approved a budget of \$2 million to assist (not fully cover, but to assist only) with the 'fit-out' of base building specs for all non-profit spaces in the Woodward's project. It is expected that this budget should fully cover a modest fit-out that serves the needs of the tenant. The intention is that this is the maximum that Council will contribute, but that the City will also provide the project management for design and construction.*

**Q --** Please confirm the timeline for the fit and finish of the non profit space.

*A -- The City's goal is to have the space operating as soon as possible. There would need to be at least a two month design period, one month tender, one month for acceptance, and three months for build-out. This estimate could be doubled if there are delays in receiving a detailed program and equipment list, or if the space is considered to be complex.*

**Q --** Can we get more up-to-date information from the City in regards to its contributions to Tenant Improvements (TI's); what level of finish will be included? What will be excluded?

*A -- See the Woodward's Base Building Improvements attached as Schedule D. Some variance is possible, but the global budget is paramount. TI's will not include furniture or equipment. Also, please note the \$2 million recommended is to cover the entire Woodward's non-profit spaces, not just the "generic" office spaces.*

**Q --** Who chooses the contractor for base build-out? NPO or C of V?

*A -- City of Vancouver.*

**Q --** Will allowances be provided for flooring, lighting, hardware, millwork? If so, what are they? (this will help determine whether upgrades to base building materials are required)

*A -- The base specification will be similar to the standard for City offices, except as described in Schedule B, Approved City Space Plans, June 28, 2007 (forwarded in January 2008 to proponents of the purpose-built office space RFP) and governs the basic ceilings, carpeting and lights. The City will have the ability to participate in the colour selections. Partitions, millwork, doors and hardware will be part of the fit-out contract which the City will administer on behalf of the tenant. This will be mostly funded by the City through the recommended \$2 million allocation. Any decisions causing a budget shortfall would need to be funded by the tenant or reductions in scope implemented. Due to the need for prompt decisions, we will likely not have time to do many costing exercises, but a process of team involvement and estimating costs during design would assist in making decisions.*

**Q -- How will "add-ons" to the base build-out be handled? Does the base builder install? Can the non-profit pay an additional fee for these items? Will any additional costs be amortized as part of the lease, or will the non-profit be responsible for this work?**

*A -- Any of these strategies are possible depending on the particulars of the "add-on" and the timing - except amortization within a lease, which will not be considered as these are already expected to be nominal leases. The specific response may vary depending on the type of request and timing of the request.*

**Q -- Does the non profit have full autonomy over the design and selection of materials/ fixtures/finishings supplied as part of the base build-out?**

*A -- The City will be doing the Project Management -- the hiring of consultants and contractors. The Project Manager will work with the non-profits to make sure the needs of the group are met and their preferences are respected, materials are sustainable and durable while also meeting budget targets, and designs are flexible so that spaces may be easily reassigned to other purposes should a shift in program be necessary in the future. The selection of the design consultant will include the preferences of the tenant, but by agreement with the other owners, the original engineering consultants for the development will be retained to provide structural, mechanical and electrical design and advice.*

## **Other Considerations**

### **A) Build-Out**

**Q -- What areas in the building/development do common spaces include?**

*A -- Common spaces include the Plaza, the pedestrian bridge, a portion of the Atrium, pedestrian access (includes lobbies and corridors) and exit routes, service rooms, garbage room, and the loading dock. Tenants and owners will be able to access all areas where they work or areas needed to maintain their space. This includes public routes to and from their space that run through*

*the Atrium, pedestrian bridge, lobby and elevators, and service areas accessible to cleaning and maintenance personnel. The Atrium has a separate ownership and the only guarantee to other Parcels is to permit movement through it. All Parcels have reciprocal easements and responsibilities.*

Q -- What kind of exterior signage (branding and way finding) is permissible?

*A -- There is a signage standard developed for the whole development and all signage must fit these requirements. The document is broad and integrated with the architecture.*

Q -- Who pays for exterior window coverings? Is there a building guideline for these?

*A -- Horizontal Venetian blinds are part of the base building for the office premises.*

Q -- Will the washrooms be wheelchair accessible? What is the exact location?

*A -On the third and fourth floors, the current design has two handicap-accessible single washrooms and two standard single washrooms. The basement and second floors will have washrooms for assembly use.*

Q -- Who installs security systems in tenant's space?

*A -- This would be up to the tenant.*

Q -- Who is expected to pay for our share of the development's common area costs?

*A - Once the project is operating there will be common costs related to operations that are due on behalf of the owner of the Non-Profit Air Space Parcel and for which the tenants in the City space will be responsible - on a pro-rata basis. These are similar to the fees paid within a Strata for the general maintenance and renewal of systems, common areas and services. These costs are included in the estimated \$9 psf common area costs previously specified.*

Q -- Any potential zoning issues (office occupancy) with intended programs and services to be offered?

*A - There are no zoning problems with any of the uses. The CD1 zoning for the Woodward's development allows for all of the recommended uses.*

Q -- Who pays for rough-in specialty plumbing and electrical?

*A -- The tenant pays, except as noted in the Base Building Specifications.*

**B) Issues related to NPOs responsibilities as a tenant within the Heritage Building and the development as a whole**

Q -- Verify with C of V that community offices can be sub-leased if desired.

*A - Yes, sub-leasing is possible depending on to whom and for what purposes: see consent for occupancy within Section 2. Lease Terms*

Q -- Are 2<sup>nd</sup> and 4<sup>th</sup> floor bathrooms considered public (common space) or private and for exclusive use?

*A --On the second floor, due to the assembly use, the washrooms would be publicly available during the hours of opening of the area. On the fourth floor the washrooms may be public or private (only to keyholders on the floor) - as judged to be best at the time.*

Q -- Do "common systems" include the Heritage Building or the full development?

*A -- There are common systems for the development such as the fire alarm system, main electrical room, loading dock etc. and there are common systems for the heritage building such as the heating, elevators etc. It varies according to the design and there are detailed documents being prepared to fairly allocate costs (included in the \$9 per sf common area costs)*

Q -- Is there a development-wide strata or set of governing by-laws that NPO will be subject to?

*A -- There will be an Operating Committee who are expected to have such a document (not yet written). The Operating Committee will comprise representatives of all the owners and there will be weighted votes. A City delegate will represent the NPO interests. The committee is required under the Reciprocal Easement Agreement which is currently being negotiated and will be registered on the Land Title.*

Q -- What insurance is in place for the whole building?

*A - The Property Manager will arrange for insurance for the Building Shell. The Tenant is responsible to insure the improvements to the shell, and their furniture and equipment, as well as other insurance requirements for program and liability.*

Q -- What security measures will be in place in the development and/or Heritage Building to ensure safety of staff/visitors? Security guards? Cameras? Community Police? Other? Who pays?

*A -- The first level of security will be a Common Cost levied to the tenants. The current proposal is that there be two security personnel at all times. Cameras and electronic access systems will be monitored. If a specific security system is required by the tenant in their premises, it will be at their cost.*

**C) Building Systems / Maintenance (issues related to the ongoing maintenance of building systems)**

Q -- What is the heating system? Forced air?

*A -- The primary heating is by steam, which is converted to hot water. The hot water is piped to fan coils that will then adjust the temperature of the fresh air that is distributed at the ceiling. The floor will have four temperature zones.*

Q -- Hot water heating systems are referenced. What and where?

*A -- See above.*

Q -- Who coordinates the routine maintenance/inspections required by the C of V lease agreements (i.e. fire inspections)?

*A -- See the Service Level Agreement Model attached as Schedule E; each task is identified with the party responsible to do the work and the one responsible to pay for the work.*