



Canada Lands Company
Société immobilière du Canada

RFP No.

CNT-2022P06

Issue Date:

October 14th, 2022

Submission Deadline:

November 28, 2022, 14:00ET



Request for Proposals

Elevator Maintenance – CN Tower

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REQUEST FOR PROPOSALS
RFP NO: CNT-2022P06

1. Introduction

1.1. Company Description

Canada Lands Company CLC Limited (the “**Company**”) is a non-agent Crown corporation that carries out real estate business in all regions of Canada. The Company also owns and operates the CN Tower in Toronto, Ontario.

The Company’s activities ensure that government properties are redeveloped or managed in accordance with their highest and best use, and that they are harmoniously reintegrated into local communities to meet the needs of Canadians and provide them and their families with inspiring and sustainable new neighbourhoods in which they can live, work and play.

1.2. Scope of Work

This RFP is issued for the purpose of obtaining Proposals for Elevator Maintenance.

This is described in more detail in the Scope of Work Schedule.

1.3. Form of Agreement

The Preferred Proponent shall be required to enter into an agreement (the “**Agreement**”) that is substantially in the form of the draft agreement attached in the Form of Agreement Schedule.

No obligation to proceed with the activities contemplated by the Scope of Work shall arise until such time as the Agreement is signed by all parties.

The term of the Agreement is five (5) years.

1.4. RFP Tentative Timetable

The following is a summary of the key dates in the RFP process:

Event	Date
RFP Issue Date	October 14, 2022
Submission Deadline for Receipt Confirmation Schedule	October 21, 2022 14:00 ET
Mandatory Proponents’ Information Session and/or Site visit	October 25, 2022 08:00 ET
Questions to be Submitted in Writing (see Section 2.5.1 (Submission))	November 17, 2022
Addenda Deadline (see Section 2.5.3 (Issued Addenda))	November 21, 2022

RFP Submission Deadline	November 28, 2022 14:00 ET
Oral Presentation (see Section 3.4)	December 08, 2022
Anticipated Agreement Start Date	January 1, 2023

The Company may change any of the above dates and times, including the RFP Submission Deadline, in its sole discretion and without liability, cost, or penalty. In the event a change is made to any of the above dates, the Company will post any such change on buyandsell.gc.ca.

1.5. RFP Coordinator

1.5.1. Restricted Communications

All communications with the Company regarding any aspect of this RFP (up until any contract award notification) should be directed to the RFP Coordinator:

Names: Jason Weeks
Title: Manager, Procurement & Inventory Control
Address: 290 Bremner Blvd. Toronto, ON M5V 3L9
Email: rfp2022P06@cntower.ca

Proponents that fail to comply with the above communication restrictions may be disqualified from the RFP process.

1.5.2. Authorized Amendments, Waivers, Information or Instructions

From the date of issue of the RFP through any award notification, only the RFP Coordinator is authorized to amend or waive the requirements of the RFP pursuant to the terms of this RFP.

Under no circumstances shall a Proponent rely upon any information or instruction regarding the RFP process unless the information or instruction is provided in writing by the RFP Coordinator. No officer, director, employee, agent of the Company or its subsidiaries shall be responsible for any information or instructions provided to the Proponent, with the exception of information or instructions provided in writing by the RFP Coordinator.

1.6. Potential Proponents' Information Session and/or Site Visit

A site visit for potential Proponents will be held at 290 Bremner Blvd. on the date and time mentioned in Section 1.4 (RFP Tentative Timetable). Proponents should reserve approximately four (4) hours for the information session and/or a site visit. The purpose of the information session and/or site visit is to provide clarification to the RFP process, provide a general overview of the property and the equipment onsite.

The information session and/or a site visit for the potential Proponents is **mandatory**. If a Proponent does not attend the information session and/or a site visit for potential Proponents, its Proposal will not be evaluated, and the Proponent will be disqualified from this RFP process.

2. RFP Terms and Procedures

2.1. Definitions

In this RFP, unless the context otherwise requires, the following defined terms have the meanings indicated below:

“Addendum” means a formal written document issued by the Company and labelled as an “addendum”, which is generally used to modify or supplement this RFP (and **“Addenda”** has a corresponding meaning).

“Agreement” has the meaning ascribed in Section 1.3 (Form of Agreement).

“Applicable Law” and **“Applicable Laws”** means any common law or equity requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.

“Business Day” or **“Business Days”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a statutory holiday under the laws of Ontario, or as otherwise agreed to by the parties in writing.

“Company” has the meaning ascribed to it in Section 1.1 (Company Description).

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

“Days” means calendar days.

“Eligible Proposal” means a Proposal that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

“Evaluation Team” means the individuals who have been selected by the Company to evaluate the Proposals.

“Personal Information” means information about an identifiable individual that is recorded in any form, as prescribed by the *Privacy Act*.

“Preferred Proponent” means the Proponent(s) that the Company has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

“Proponent” or **“Proponents”** means an entity that submits a Proposal in response to this RFP and, as the context may suggest, refers to a potential Proponent.

“Proposal” or **“Proposals”** means all of the documentation and information submitted by a Proponent in response to the RFP.

“Request for Proposals” or **“RFP”** means this Request for Proposals issued by the Company and all schedules thereto.

“RFP Submission Deadline” means the Proposal submission date and time as set out in Section 1.4 (RFP Tentative Timetable) and as may be amended from time to time in accordance with the terms of the RFP.

“RFP Coordinator” means the individual identified in Section 1.5 (RFP Coordinator).

“Schedule” means one of the schedules to this RFP listed at Section 2.2 (and **“Schedules”** has a corresponding meaning).

“Unfair Advantage” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to the Company and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness.

2.2. Definitions of Schedules

In this RFP, unless the context otherwise requires, the following terms refer to the Schedules indicated below:

“Scope of Work”	Schedule 1
“Receipt Confirmation Schedule”	Schedule 2
“Proposal Checklist Schedule”	Schedule 3
“Mandatory Requirements Checklist Schedule”	Schedule 4
“Declaration and Certification Schedule”	Schedule 5
“Unfair Advantage and Conflict of Interest Statement Schedule”	Schedule 6
“References Schedule”	Schedule 7
“Proponent Consortium Information Schedule”	Schedule 8
“Certificate of Compliance Schedule”	Schedule 9

“Corporate Overview Schedule”	Schedule 10
“Diversity & Inclusion Schedule”	Schedule 11
“Sustainability & Greening Schedule”	Schedule 12
“Pricing Schedule”	Schedule 13
“Form of Agreement Schedule”	Schedule 14

2.3. Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

The plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes all genders.

2.4. RFP Information

2.4.1. Proponent to Review

Each Proponent should carefully review the RFP to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP. Every Proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of its Proposal.

2.4.2. Proponent to Notify

If a Proponent has any reason to believe that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP, the Proponent must notify the RFP Coordinator in writing prior to submitting a Proposal. The RFP Coordinator will then clarify the matter for the benefit of all Proponents.

Proponents shall not:

- a. after submission of a Proposal, claim that there was any misunderstanding or that there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the RFP; or
- b. claim that the Company is responsible for any of the foregoing.

2.5. Clarification and Questions

2.5.1. Submission

Proponents must submit requests for clarification in writing by email to the RFP Coordinator, or as may otherwise be directed by the RFP Coordinator.

In submitting a request for clarification, a Proponent must include its address, telephone number, and email address.

Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page of the RFP.

Requests for clarification must be submitted by the Questions to be Submitted in Writing Deadline as set out in Section 1.4 (RFP Tentative Timetable).

2.5.2. Questions and Answers

The Company shall make reasonable efforts to provide Proponents with written responses to questions that are submitted in accordance with Section 2.5.1 (Submission). Questions and answers will be distributed in numbered Addenda to Proponents by posting such Addenda on buyandsell.gc.ca In answering a Proponent's questions, the Company will set out the question(s), but without identifying the Proponent that submitted the question(s). Also, the Company may, in its sole discretion:

- a. edit the question(s) for clarity;
- b. exclude questions that are either unclear or inappropriate; and
- c. answer similar questions from various Proponents in one Addendum.

2.5.3. Issued Addenda

Before submitting a Proposal, a Proponent shall be responsible to verify that it has received all of the Addenda that have been issued, which shall be posted on buyandsell.gc.ca by the Addenda Deadline as set out in Section 1.4 (RFP Tentative Timetable), unless it is an Addendum that extends the RFP Submission Deadline.

Any amendment or supplement to the RFP made in any other manner will not be binding on the Company.

2.6. Receipt Confirmation

Proponents **must complete and return** by email the Receipt Confirmation Schedule, in accordance with the specific instructions contained therein, by the date and time mentioned in Section 1.4 (RFP Tentative Timetable).

2.7. Proposal Submission

2.7.1. General

To be considered in the RFP process, a Proponent's Proposal **must be** received by the RFP Submission Deadline, as set out in Section 1.4 (RFP Tentative Timetable), in a sealed package and should bear the Proponent name, return address, and RFP # CNT-2022P06 and addressed to:

CN Tower
290 Bremner Blvd.
Toronto, ON M5V 3L9
Attention: Jason Weeks

Proposals received after the RFP Submission Deadline shall not be considered and shall be returned to the Proponent unopened. Regardless of the method of delivery of the Proposal chosen by the Proponent (such as courier, delivery service, Canada Post), each Proponent is responsible for the actual delivery of its Proposal to the email address listed above.

Proposals transmitted by electronic means shall not be considered. Any notice, submission, statement, or other instrument provided by a Proponent in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

Proposals are to be submitted in English or French only, and any Proposal received by the Company that is not entirely English and/or French may be disqualified.

2.7.2. Receipt

Every Proposal received will be date/time stamped according to the date/time of the email received by the RFP Coordinator at the email address referred to in Section 2.7.1 (General).

2.8. Withdrawal of Proposal

A Proponent may withdraw its Proposal only by providing written notice to the RFP Coordinator before the RFP Submission Deadline. A Proposal may not be withdrawn after the RFP Submission Deadline. The Company has no obligation to return withdrawn Proposals.

2.9. Amendment of Proposal

A Proponent may amend its Proposal after submission, but only if the Proposal is amended and resubmitted before the RFP Submission Deadline. The Proponent must provide notice to the RFP Coordinator in writing and replace its Proposal with a revised Proposal, in accordance with the requirements of this RFP. The Company has no obligation to return amended Proposals.

2.10. Completeness of Proposal

As of the RFP Submission Deadline, the submission of a Proposal shall constitute a representation by the Proponent that:

- a. it has complied with this RFP;
- b. it is qualified and experienced to perform the Scope of Work in accordance with this RFP and the Form of Agreement Schedule;
- c. the Proposal (including pricing) is based on performing the Scope of Work in accordance with this RFP, without exception; and
- d. the pricing set out in the Proposal addresses all of the Proponent's obligations under the Form of Agreement Schedule necessary for the performance of the Scope of Work in accordance with this RFP.

2.11. Proponent's Proposals

All Proposals submitted by the Submission Deadline shall become the property of the Company and will not be returned to the Proponents.

2.12. Proposal Irrevocability

Subject to a Proponent's right to withdraw a Proposal in accordance with the procedure described in Section 2.8 (Withdrawal of Proposal), a Proposal shall be irrevocable by the Proponent for 120 Days from the RFP Submission Deadline.

Proposals will not be opened publicly.

2.13. Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal (to the extent that they do not conflict with the terms and conditions contained in this RFP).

2.14. Amendments to the RFP

Subject to Section 1.4 (RFP Tentative Timetable) and Section 2.5.3 (Issued Addenda), the Company shall have the right to amend or supplement this RFP in writing prior to the RFP Submission Deadline.

No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all Addenda.

2.15. Clarification of Proponent's Proposal

The Company shall have the right at any time after the RFP Submission Deadline to seek clarification from any Proponent in respect of that Proponent's Proposal, without contacting any other Proponent. The Company shall not be obliged to seek clarification of any aspect of any Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change the Proponent's Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by the Company from a Proponent in response to a request for clarification from the Company may be considered to form an integral part of the Proponent's Proposal, in the Company's sole discretion.

2.16. Verification of Information

The Company shall have the right, in its sole discretion, to:

- a. verify any Proponent's statement or claim made in the Proponent's Proposal or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Company may deem appropriate, including contacting persons in addition to those offered as references;
- b. reject any Proponent's statement, claim or Proposal, if such statement, claim or Proposal is patently unwarranted or is questionable; or
- c. access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and Company shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs incurred in connection with such access.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Company verifying such information.

2.17. Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria, as set out in Article 3 – Proposal Evaluation, Format and Contents, will form a part of the evaluation process.

2.18. Substantial Compliance

The Company shall be required to reject Proposals which are not substantially compliant with this RFP.

2.19. No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the Company.

If a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, the Company shall be entitled to take all reasonable steps as may be deemed necessary by the Company, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

2.20. Debriefing

Not later than 15 Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the RFP Coordinator to request a debriefing.

Any request that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until a contract award notification has been posted.

2.21. Confidentiality

2.21.1. Company Confidential Information

All correspondence, documentation, and information of any kind provided by or on behalf of the Company to a Proponent in connection with or arising out of this RFP or the acceptance of any Proposal ("**Company Confidential Information**") constitutes the confidential information of the Company. The foregoing does not apply to any information that is or becomes generally available to the public other than as a result of disclosure by a Proponent.

The Proponent shall protect all Company Confidential Information as confidential, using reasonable measures no less stringent than those that it uses to protect its own confidential information of a like nature. In respect of all Company Confidential Information, the Proponent agrees that:

- a. it must not use that information for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement, if applicable;
- b. it shall prevent any use or disclosure of such information except as provided otherwise in this RFP, as expressly consented to by the Company in writing, or as may be required by Applicable Laws;

- c. it shall only disclose or grant access to such information to its employees or advisors who require access to that information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP;
- d. such information remains the property of the Company; and
- e. it shall return such information to the Company upon request.

The foregoing is subject to any other confidentiality agreement required by the Company as part of this RFP.

2.21.2. Proponent Confidential Information

Except as provided otherwise in this RFP, or as may be required by Applicable Laws (including the *Access to Information Act*), the Company shall treat the Proponents' Proposals and any information about the Proponent gathered as part of this RFP process as confidential, and shall neither disclose nor divulge such information (except to its employees or advisors who require access to the information for the purposes of this RFP and who are subject to binding confidentiality obligations substantially similar to those set out in this RFP) without the express written permission and consent of the Proponent; provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Company.

2.21.3. Copies of Materials

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent's Proposal.

2.22. Personal Information

The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of individuals who will be assigned to perform any work unless specifically requested.

Any Personal Information that is requested as part of this RFP process shall only be used (a) to select the qualified individuals to undertake the Scope of Work; (b) to confirm that the work performed is consistent with these qualifications; (c) for any audit of this RFP process; and (d) in the case of the successful Proponent, for contract management purposes. Such Personal Information will be maintained as part of the Personal Information Bank listed in Info Source: Professional Service Contracts - PSU 912.

It is the responsibility of each Proponent to obtain the consent of applicable individuals prior to providing their Personal Information as part of this RFP process. If any Personal Information is disclosed to the Company by a Proponent, the Company will consider that the appropriate consents have been obtained for the disclosure to and use by the Company of the requested information for the purposes described herein.

2.23. Access to Information Act

The Company is subject to the *Access to Information Act*. Any information provided by Proponents in connection with this RFP may be subject to requests for access under that Act, and can only be withheld from disclosure in specific circumstances.

A Proponent should identify any information in its Proposal that, if disclosed to any other person, would harm that Proponent's competitive position. Generally, only specific portions of a Proposal should be identified.

2.24. Reserved Rights (General)

In addition to any other express rights or any other rights which may be implied in the circumstances, the Company reserves the right to:

- a. make public the names of any or all Proponents;
- b. request written clarification or the submission of supplementary written information from any Proponent and to incorporate such clarification or supplementary written information into the Proponent's Proposal, at the Company's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proponent's Proposal in any material manner;
- c. waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in the Company's sole discretion;
- d. verify with any Proponent or with a third party any information set out in a Proposal, as described in Section 2.16 (Verification of Information);
- e. check references other than those provided by Proponents;
- f. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Company impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of the RFP;
- g. disqualify any Proponent where that Proponent, or one or more principles or key personnel of that Proponent, have (i) previously breached a contract with the Company, (ii) otherwise failed to perform to the reasonable satisfaction of the Company, (iii) engaged in conduct prohibited by this RFP (including where there is any evidence of collusion with any other Proponent, its personnel or agents), (iv) been charged or convicted of an offence in respect of a prior or current contract with the Company or any of its affiliates, (v) breached any law that the Company deems relevant to this RFP or the Agreement, or (vi) a Conflict of Interest or Unfair Advantage, or where reasonable evidence of any Unfair Advantage or Conflict of Interest is brought to the attention of the Company;
- h. make changes, including substantial changes, to this RFP provided that those changes are issued by way of Addenda in the manner set out in this RFP;
- i. accept or reject a Proposal if only one Proposal is submitted;

- j. reject a subcontractor proposed by a Proponent within a consortium;
- k. select a Proponent other than the Proponent whose Proposal reflects the lowest cost to the Company;
- l. cancel this RFP process at any stage, do so without providing reasons, and thereafter initiate a new procurement process for the same or similar matters contemplated by this RFP, or take no further action in respect of the matters contemplated by this RFP;
- m. discuss with any Proponent different or additional terms to those contained in this RFP or in any Proponent's Proposal; and
- n. reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against the Company and/or its affiliates, or is otherwise engaged in a dispute with the Company and/or its affiliates.

By submitting a Proposal, the Proponent authorizes the collection by the Company of the information identified in this RFP, which the Company may request from any third party.

2.25. Reserved Rights (as to Preferred Proponent)

If the Preferred Proponent fails or refuses to execute the Agreement within 15 Business Days from the date of being notified that it is the Preferred Proponent, the Company may, in its sole discretion:

- a. extend the period for executing the Agreement, provided that if sufficient progress towards executing the Agreement is not achieved within a reasonable period of time, the Company may, in its sole discretion, proceed per (b) below (regardless of whether the extended period to execute the Agreement has elapsed);
- b. exclude the Preferred Proponent's Proposal from further consideration, rescind the invitation to execute the Agreement, and invite the next highest-ranked Proponent to execute the Agreement; and
- c. exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP.

2.26. Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- a. the preparation, presentation, and submission of its Proposal;
- b. the Proponent's attendance at any meeting in relation to the RFP process, including any oral presentation and/or demonstration;
- c. the conduct of any due diligence on its part, including any information gathering activity;
- d. the preparation of the Proponent's own questions prior to the RFP Submission Deadline; and
- e. any discussion and/or finalization of the Agreement.

2.27. No Liability

The Proponent agrees that:

- a. Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- b. It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis.
- c. It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if the Company commits a material breach of this RFP, the Company's liability to the Proponent, and the aggregate amount of damages recoverable against the Company for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Company, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from the Company can demonstrate.

2.28. Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Company.

2.29. Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Schedules, the RFP shall prevail over the Schedules during the RFP process.

2.30. Governing Law

The RFP and the Proponent's Proposal shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

3. Proposal Evaluation, Format and Contents

3.1. General

The evaluation of the Proposals will be conducted by the Evaluation Team in several stages, as described below. The stages and the points allocated to each stage of the evaluation process are as follows:

Stage	Description	Points	Minimum Score
I	Mandatory Requirements	(Pass/Fail)	Pass
II	Rated Information (Excluding Pricing)	60	20
III	Oral Presentation and/or Site Visit	(Pass/Fail)	Pass
IV	Pricing	45	N/A
V	Reference Verification	(Pass/Fail)	Pass
	Total	105	N/A

Proposals that reach or exceed the minimum score for a given stage or rated information will be eligible to proceed to the next stage of the evaluation process (an Eligible Proposal).

Every Proponent should refer to the Proposal Checklist Schedule to verify that it has included in its Proposal everything requested by this RFP.

3.2. Proposal Format

3.2.1. General

The Proponent's Proposal should be comprised and formatted as follows:

- a. 1 envelope marked "RFP CNT-2022P06 – Response" containing:
 - i. 2 original paper copies of the Proposal, excluding the Pricing Schedule; and
 - ii. 1 electronic copy (on a separate memory stick in PDF format) of the Proposal, excluding the Pricing Schedule.

- b. 1 separate sealed envelope marked "RFP CNT-2022P06 – Response: Pricing" containing:
 - i. 1 original paper copy of the Pricing Schedule; and
 - ii. 1 electronic copy (on a separate memory stick in PDF format) of the Pricing Schedule;

3.2.2. Technical Issues

In preparing its Proposal, the Proponent should adhere to the following:

- a. all pages should be numbered;

- b. avoid using symbols in the file name such as &, #, etc.;
- c. each electronic document should not exceed 10MB in size; information may be split up into separate documents, if necessary;
- d. avoid using scanned copies of documents, where possible (scanned copies tend to be of greater size than original electronic versions);
- e. no embedded hyperlinks to online literature about the Proponent are permitted unless online literature is specifically requested in this RFP;
- f. completely address, on a point-by-point basis, each rated information identified in section 3.3.8 and following (*Rated Information and Pricing*); and
- g. as appropriate, incorporate the Schedules in its Proposal.

Proposals should be submitted in accordance with the instructions set out in this RFP and by completing the Schedules referred to below (without delineations, alterations, or erasures). In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

Proposals should be submitted in accordance with the instructions set out in this RFP and by completing the Schedules referred to below (without delineations, alterations, or erasures).

3.3. Proposal Contents – Mandatory Requirements and Rated Information

Proposals should respond to the requirements and questions listed in the chart below in a written document.

Proposals must contain the information listed under the heading “Mandatory Requirements” below. A failure to do so will result in the Proposal being disqualified. If a “Mandatory Requirement” refers to a Schedule, then Proponents should provide responses to the “Mandatory Requirements” in the corresponding Schedule.

Proposals should address the information listed under the heading “Rated Information” below. Rated information will be scored and failure by a Proponent to fully address any rated information will affect the Proponent’s evaluation and final score. Proponents should provide responses to the “Rated Information” in the body of their Proposals under corresponding headings, or in a Schedule, if directed.

MANDATORY REQUIREMENTS	Evaluation
3.3.1. Mandatory Requirements Checklist	<i>Pass or Disqualification</i>

<p>The Proposal must include a completed Mandatory Requirements Checklist Schedule, completed by the Proponent in accordance with the instructions contained in that Schedule.</p>	
<p>3.3.2. Declaration and Certification Schedule</p> <p>The Proposal must include a completed Declaration and Certification Schedule, completed by the Proponent in accordance the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.3. Unfair Advantage and Conflict of Interest Statement Schedule</p> <p>The Proposal must include a completed Unfair Advantage and Conflict of Interest Statement Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.4. References Schedule</p> <p>The Proposal must include a completed References Schedule, completed by the Proponent in accordance with the instructions contained in that schedule.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.5. Certificate of Compliance Schedule</p> <p>The Proposal must include a completed and signed Certificate of Compliance, completed by the Proponent in accordance with the instructions contained in that schedule.</p> <p>The Proponent does not need to complete a Certificate of Compliance if the Company has received a completed Certificate of Compliance within the previous two (2) years and there has been no change of ownership as defined within the Certificate of Compliance, but the Proponent must state that there has been no change in ownership in its Proposal. Failure to indicate in the Proposal that a Certificate of Compliance has been submitted in the previous two (2) years and that no change of ownership has occurred may result in the Proponent being disqualified.</p>	<p><i>Pass or Disqualification</i></p>
<p>3.3.6. Mandatory Proponents' Information Session and/or Site visit</p> <p>The Proponent must have attended the information session and/or site visit in accordance with the instructions contained in Section 1.6.</p>	<p><i>Pass or Disqualification</i></p>

RATED INFORMATION	Scoring	Evaluation
Part A Corporate Overview		<i>Available Points: 0</i>

<p>3.3.7. Corporate Overview</p> <p>The Proponent should complete the Corporate Overview Schedule.</p>	<p>Pass/Fail</p>	<p>The Proponent must complete the Corporate Overview Schedule and provide the requested documents therein to pass.</p>
<p>3.3.8. Financial Viability</p> <p>The Proponent should provide any financial information (e.g., annual report, banking information, and/or guarantees) necessary to adequately establish the Proponent’s financial capability for the activities contemplated by the Scope of Work and otherwise set out in this RFP. Such information should be submitted in the Corporate Overview Schedule.</p>	<p>Pass/Fail</p>	<p>The Proponent must complete the Corporate Overview Schedule and provide an Annual Report and Banking Information.</p>
<p>3.3.9. Legal Actions</p> <p>The Proponent should disclose any pending or threatened legal action against the Proponent or by the Proponent against any third party that may have an impact on its ability to perform the activities contemplated by the Scope of Work and otherwise set out in this RFP. Such information should be submitted in the Corporate Overview Schedule.</p>	<p>Pass/Fail</p>	<p>Proponents will be evaluated based on the degree to which legal actions are likely to increase the risks or costs to the Company, or diminish (or create a reasonable risk of diminishing) the effectiveness, timeliness, or cost-effectiveness of the Proponent’s delivery of the Scope of Work.</p> <p>Any pending or threatened action against the Proponent or Proponent against any third party exceeds the proposed Expenses in Schedule 6 will result in a Fail on this section.</p>
<p>Part B Scope of Work Capabilities and Related Matters</p>		<p><i>Available Points: 60</i></p>
<p>3.3.10. Scope of Work Capabilities</p> <p>The Proponent should review the Scope of Work and demonstrate its understanding of, and ability to perform, the activities contemplated therein. The Proponent should describe the approaches the Proponent proposes to take to meet the Scope of Work requirements.</p>	<p>30</p>	<p>According to the Scoring Matrix in Section 3.6</p>

<p>3.3.11. Full Maintenance Schedule</p> <p>The Proponent should provide a detailed work plan of the activities contemplated by the Scope of Work, including all of the tasks, milestones, and timeframes, by providing a chart, graphic, or other tool. The names of the individuals performing each task should be included.</p>	<p>10</p>	<p>According to the Scoring Matric set out in Section 3.6</p> <p>The Proponent must provide an itemized schedule for all maintenance items outlined in the Scope of Work. This is to include details such as labour hours required, night/day shift requirements, frequency, and a timeline of all activities. Coverage must be outlined in this schedule. This schedule will be inserted into the Form of Agreement.</p>
<p>3.3.12. Diversity and Inclusion</p>	<p>5</p>	<p>Proponents who complete the Diversity and Inclusion Schedule will receive the maximum number of points.</p> <p>Proponents that choose not to complete, or submit a partially completed, Diversity and Inclusion Schedule, will receive 0 points.</p>
<p>3.3.13. Personnel</p> <p>The Proponent should submit information related to the qualifications and experience of personnel who will be assigned to perform activities contemplated by the Scope of Work, which may include resumes, documentation of accreditation, and/or letters of reference. See Section 2.22 (Personal Information) before submitting any such personal information.</p>	<p>5</p>	<p>According to the Scoring Matrix in Section 3.6</p>
<p>Part C Form of Agreement</p>		<p><i>Available Points: 10</i></p>
<p>3.3.14. Acceptance of the Form of Agreement</p> <p>If the Proponent objects to any clauses in the Form of Agreement Schedule, that Proponent must clearly identify in its proposal (i) any clauses in the Form of Agreement Schedule to which it objects, with an explanation as to the nature of the</p>	<p>10</p>	<p>Proponents that indicate that they have no proposed changes to the Form of Agreement Schedule will receive the maximum number of points for this section.</p> <p>Proponents who propose changes to the Form of Agreement Schedule will</p>

<p>objection, and (ii) alternate clauses that would be acceptable.</p> <p>A Proponent who submits conditions, options, variations, or contingent statements to the terms set out in the Form of Agreement, either as part of its Proposal or after receiving notice of selection, not acceptable by the Company, may be disqualified.</p> <p>The Proponent should not submit its own Form of Agreement or terms and conditions as part of its Proposal, but only the modifications, variations or alterations the Proponent would like.</p> <p>The Company is not required to negotiate the Form of Agreement Schedule, or to agree to any changes to the Form of Agreement put forward by any Proponent.</p>		<p>be scored based on the degree to which their proposed change(s) increase the risks or costs to the Company, or diminish (or create a reasonable risk of diminishing) the effectiveness, timeliness, or cost-effectiveness of the Proponent's delivery of the Scope of Work.</p> <p>If a Proponent proposes significant changes in light of the foregoing list, it may receive zero points for this section.</p>
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Part D Pricing	<i>Available Points: 45</i>
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<p>3.3.15. Pricing</p> <p>Pricing is to be set out in a completed version of the Pricing Schedule. Failure to complete the Pricing Schedule in full and in accordance with the instructions contained in that schedule may result in a lower score (or a zero score), as deviations may render it difficult for the Company to evaluate Proponent's pricing relative to each other and to the Company's needs.</p> <p>The Proponent is to prepare its Proposal with reference to all of the provisions of the Form of Agreement Schedule, and to factor all of the provisions of the Agreement into its pricing assumptions, calculations and into its proposed pricing.</p>	45	<p>Only the Proponents who reach the Oral Presentation stage will move on to the Pricing Evaluation.</p> <p>Of those 5 Proponents, each will receive a percentage of the total possible points allocated to price based on how their price ranks in comparison to other submissions on a scale of lowest to highest with the Proponent submitting the lowest price receiving 100% of the available points. For each level in the ranking the points will reduce by 20% of the available points. For example the second lowest price will receive 80% of the available points, the third lowest price will receive 60% of the available points, and so on.</p>
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3.4. Oral Presentation

The purpose of the oral presentation will be to allow the Proponent to address the major elements of its Proposal, to obtain any required clarification, and to allow members of the Evaluation Team to interact directly with key representatives of the Proponent's proposed team. In advance of the oral presentation, each Proponent invited to make a presentation will be provided with an agenda for the meeting. The Proponent will not have the opportunity to modify its written Proposal or otherwise introduce new information during the oral presentation stage. Eligible Proposals that do not meet the minimum score for the oral presentation and/or site visit will be disqualified. The oral presentation will be used to validate and, if required, to make final adjustments to the evaluation results of the written Proposal. In addition, the oral presentation will be evaluated on the basis of the following framework:

Oral Presentation and/or Site Visit	
1	Demonstration of Proponent commitment to the Company
2	Response to pre-defined questions developed from all Proposals
3	Response to specific Proponent pre-defined questions developed from its Proposal
4	Demonstrated credibility in Proponent's ability to effectively perform the activities contemplated by the Scope of Work in a way that meets or exceeds the needs of the Company within the required delivery time and at no additional cost.

3.5. Reference Verification

At this stage, the Evaluation Team will verify as many references provided by the Preferred Proponent in the References Schedule as the Evaluation Team may deem appropriate, and such references may be conducted in-person, as the Evaluation Team may determine in its sole discretion. References will be assessed on a pass/fail basis as to their satisfaction with the project, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

3.6. Evaluation Method

Unless otherwise described above, rated criteria shall be evaluated according to the following Matrix. Where a Rated Criteria is awarded other than 10 points the Proponent shall be awarded the maximum available points pro-rated against the score awarded according to this Matrix.

Score	Description
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10	<p>All the following are true:</p> <ul style="list-style-type: none"> • information addresses all material points, AND • information has no shortcomings / deficiencies, and is credible, AND • information is fully consistent with the rest of the Proposal
8-9	<p>As with 10, except information contains shortcomings / deficiencies that slightly weaken the credibility / persuasiveness / value of the Proposal.</p>
7	<p>As with 10, except one of the following is true:</p> <ul style="list-style-type: none"> • information addresses most (but not all) material points, OR • information contains shortcomings / deficiencies that weaken the credibility / persuasiveness / value of the Proposal, OR • information is inconsistent with other (non-material) aspects of the Proposal in a manner that raises minor questions as to the credibility of the information.
5-6	<p>As with 10, except two or more of the following are true:</p> <ul style="list-style-type: none"> • information addresses most (but not all) material points, AND/OR • information contains shortcomings / deficiencies that weaken the credibility / persuasiveness / value of the Proposal, AND/OR • information is inconsistent with other aspects of the Proposal in a manner that raises minor questions as to the credibility of the information.
3-4	<p>Any one or two of the following is true:</p> <ul style="list-style-type: none"> • information fails to address most material points, AND/OR • information contains shortcomings / deficiencies that significantly weaken the credibility / persuasiveness / value of the Proposal, AND/OR • information is inconsistent with other aspects of the Proposal in a manner that raises serious questions as to the credibility of the Proposal
1-2	<p>Any one or two of the following is true:</p> <ul style="list-style-type: none"> • information fails to address any material points, AND/OR • information contains shortcomings / deficiencies that entirely undermine the credibility / persuasiveness / value of the Proposal, AND/OR • information is inconsistent with other aspects of the Proposal in a manner that raises serious questions as to the credibility of the Proposal
0	<p>No relevant information</p>

3.7. Tie Break Process

Where two or more Proposals achieve a tie score on completion of the evaluation process, the Company may select any or all of those tied Proponents in its sole discretion.

3.8. Preferred Proponent

After the references have been successfully verified, the Company will notify the Preferred Proponent of its position as the Preferred Proponent, and invite it to enter into discussions to finalize the terms of the Agreement, attached in the Form of Agreement Schedule. The Company expects that the Agreement will be executed substantially in the form in which it appears in this RFP.

The Company shall at all times be entitled to exercise its rights under Section 2.25 (Reserved Rights (as to Preferred Proponent)) and Section 3.3.14 (*Acceptance of Form of Agreement*).

For certainty, the Company makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate a Company to execute the Agreement.

Schedule 1 Scope of Work

The Services shall consist of maintenance services for the elevators at the CN Tower as set out in this Schedule:

1. DEFINITION OF TERMS

1. **Average response time** shall be the elapsed time recorded from the time a request for callback service is placed with the Proponent's answering or dispatch service, until the Proponent's field technicians arrive at that unit to commence the required remedial actions.
2. **Callback** shall refer to any incidence, entrapment, or other occurrence where the Company has reason to advise the Proponent to address and correct any specific operating concern, malfunction or problem relating to an elevating device. Complaints about unfounded noise, and "customer related" incidents such as improper key or switch activation by personal other than the Proponent shall not be considered as callbacks. If a call is placed to the Proponent, and in response the Proponent finds the elevator "running on arrival", the incident is to be deemed a callback given that some issues are elusive. The onus will be on the Proponent to prove that the occurrence was not a callback. Where an elevator is remotely monitored by a Proponent and the Proponent responds to a unit that is not providing service this situation will be deemed a callback even through the call was not telephoned in by site personnel. In all such cases, if there is a dispute as to whether an incident was a callback or not, the decision of a qualified elevator Proponent as retained by the Company shall rule.
3. **Callback Site Average Target** represents the sum of the callback targets for these elevating devices divided by the total number of elevating units at the Company.
4. **Code** shall be understood to refer to the latest edition of the CAN CSA B44 Elevator and Escalator Safety Code, applicable provincial regulations, local ordinances, by-laws and other mandated directives that affect the use, operation, safety, maintenance procedures, record keeping and all other aspects relating to the elevating devices covered under this Agreement. It shall be understood that the TSSA's Elevating Devices Code Adoption Document Amendment 250/11 shall apply to the requirements of this Contract.
5. **Critical elevator** shall be any unit as defined by the Company to be important to overall function and operation of the Site. Note, while all elevators are "critical" to a building, there may be one or more elevators where loss of functionality may have serious ramifications.
6. **Elevating devices** shall be understood to mean the various freight elevators, passenger elevators, service elevators, dumbwaiters, handicapped lifts and escalators as contained within the Company as covered under this Contract Agreement.
7. **Emergency callback (Elevators)** shall be understood as any callback in response to evacuate trapped passengers, to return to service any critical elevator, or to respond to a call for service, if elevator E5 is shutdown or if two (2) or more of elevators in the group E1 to E4, E8 & E9 are shutdown at the same time.
8. **Emergency callback (Escalators)** shall be understood as any callback in response to return to service any escalator. If any escalator cannot be returned to service by the overtime service technician, said technician shall advise Building Security, ensure the escalator is made safe and advise his immediate supervisor of the need for an escalator service crew to be onsite at the start of the next business day.

9. **Entrapments** shall refer to any instance where an elevating device shuts down, or otherwise fails to operate normally and results in a person or persons being trapped inside the enclosure of the device, requiring the assistance of specialized forces (i.e. technicians, site security or emergency personnel) to effect their release. Note that in circumstances where a person or persons are trapped and manage to free themselves, the incident is still to be deemed an entrapment.
10. **Maintenance procedures** shall refer to the provision by the Proponent of all tools, equipment, services, labour, engineering, testing, inspections, quality control, supervision, record keeping, service work, parts and other necessary repair and maintenance efforts as required to ensure the long-term operational reliability, utility, and life cycle performance of the elevating devices as covered by this Agreement.
11. **Performance criteria** shall refer to the series of equipment operational requirements and Proponent service qualitative benchmarks as set out within Section 14930 of this Agreement.
12. **Provincial regulators or Authorities Having Jurisdiction (AHJ)** shall refer to the provincial safety regulatory body charged to regulate and monitor ongoing safety with respect to the design, installation, servicing and maintenance of elevating devices covered under the B44 Elevator Safety Code. In the case of these elevating devices the AHJ shall be deemed the Technical Standards and Safety Authority, Ministry of Labour, and Fire Marshal of Toronto.
13. **Scheduled repairs** shall refer to any corrective actions as required to replace defective, worn or damaged components that involve the planned or previously scheduled corrective action and removal of the equipment from normal service. Such repairs will have been previously scheduled and reviewed with CN TOWER prior to the unit being taken out or removed from normal service and the work being carried out.
14. **Service representative(s) Local and Regional** shall refer to the individuals employed by, or working on the behalf of the Proponent, who shall be the lead contact person for the Company to review such items as service quotations, invoicing, upgrade proposals, callback reports, and who shall be the regular or lead representative of the Proponent in all other dealings with the Company.
15. **Site** shall refer to those lands and buildings that comprise the Company and its surrounding lands.
16. **Supervisor(s)** shall be the Proponent's representative responsible for all technical forces and maintenance personnel. This person shall be in the direct employ of the Proponent, and shall be assigned to advise the Company of scheduled repairs, reasons for callbacks, equipment operational problems, site staffing, issues relating to the performance, attitude or deportment of service technicians and other field related issues affecting the Proponent's operation.
17. **Unscheduled repairs** shall refer to any corrective actions as required to replace defective, worn or damaged components that were not planned or previously noted as requiring corrective action. Components requiring replacement shall have been worn or damaged through normal use of the equipment. Such repairs will entail the elevating device being removed from service without the planned prior approval of the Company.
18. **Utilization time** shall refer to the extent or amount of time an elevating device is to be available for normal passenger, materials transport, or other Operations use. It shall be based upon the following formula that determines the total annual operational time (52 weeks * 168 hours per week), or 8,736 hours per year, based upon a 24 hour per day operation.

19. **Utilization rate** shall be a percentage of this total annual operational time that the elevating device is available for normal operation. The difference between the total annual operational time and the specified utilization time shall reflect operational time lost to any form of maintenance procedure, reflective of the specific requirements of the respective elevating devices. This is identified by group in section 14930

2. **ELECTRICAL CIRCUIT DRAWINGS AND MANUALS**

1. The Proponent shall be responsible to furnish and/or maintain all required electrical circuit drawings, manuals, technical information and all other related information and details as required to properly maintain and service the elevating devices for which the Proponent is awarded service. Two complete sets are to be maintained, one set on the Site and one set in the Proponent's office.
2. Where electrical circuit drawings already exist on Site, the Proponent shall be responsible to update and keep current all circuit drawings. Any and all circuit modifications, changes and additions shall be shown in red or other readily distinguishing colour on all circuit diagrams and drawings. Drawings shall be protected either by lamination or by mounting to backboard and placed behind protective cover.
3. Where elevator drawings are generated electronically for any purpose in addition to the criteria given above, an electronic copy will be forwarded to the Company.

3. **CONDITION OF EXISTING EQUIPMENT**

1. The Proponent shall be responsible to assume maintenance responsibilities for all equipment as covered under this Agreement, without pro-rating to exception, unless such exceptions and pro-rating requirements are defined in the form of tender.

4. **EQUIPMENT PERFORMANCE PARAMETERS**

1. Elevator equipment operating performances shall be regularly adjusted and set up to maintain the performance parameters as itemised for each respective unit found within PART 3, Section 14930. Within this article the Company confirms the terms and definitions of the various performance parameters.
 1. Rated Speed Performance – Recording of elevator operating speed, regardless of direction and irrespective of car loading, up to its design maximum. It is understood that each installation can have a differential between actual and rated speeds. Rated speed performance shall set out the maximum deviation, usually expressed as a percentage of car rated speed, within which the subject installation(s) must operate.
 2. Flight Time Performance – Flight time is measured from start of door closing on one typical floor until car stops level at adjacent floor and doors have reached their three quarter's open position.
 3. Door Open time is measured from the start of door opening sequence until the door has reached its fully open position.
 4. Door Close time is measured from the start of door closing until the door has achieved full closure.
 5. Door hold time, also known as car delay or nudging time, is the total elapsed time the door can be held open by activation of a protective device before the doors start to close independent of protective device and a loud warning buzzer on the car sounds.
 6. Hall call dwell time is measured from the time the doors are fully opened until they start to close after responding to a hall landing call.

7. Car call dwell time is measured from the time the doors are fully opened until they start to close when the elevator responds to a car call.
8. Main Lobby dwell time shall be the elapsed time the elevator doors remain in their fully open position when the elevator responds to a hall landing call at the Ground or main loading passenger lobby.
9. Brake-to-Brake Time Performance. Time is measured from the moment the brake lifts until it drops under normal stopping conditions, with the elevator traveling between adjacent typical floors, regardless of direction.

5. **DEFECTIVE WORK**

Without limiting the generality of the Proponent's obligations under this Agreement:

1. The Company reserves the right to correct any equipment or maintenance deficiency items and to deduct the costs associated with such repairs from the monies owing to the Proponent, whenever the Proponent fails to complete the necessary corrective actions within 30 days in accordance with Section 3.4.
2. The Company reserves the right to withhold payment in the event of non-performance on the part of the Proponent, once non-performance has been defined or determined by a professionally qualified unbiased third party as retained by the Proponent in accordance with Section 3.4.
3. The Company reserves the right to pay the Proponent for only the portions of the work completed, when outstanding deficiencies are still found to exist as determined by a professionally qualified unbiased third party.
4. The Company reserves the right to back charge the Proponent for all damages occurring due to a pit flood condition, where it is found that the pit drain has been clogged or obstructed due to the Proponent failing to keep the pit space free of debris and garbage.
5. The Company reserves the right to back charge the Proponent for all damages and charges incurred due to the actuation of an elevator equipment space fire alarm sensor that has been activated because of elevator equipment mis-operation.
6. The Company shall give at least 7 days notice in writing, prior to taking such actions, unless, in its sole opinion, defective work compromises or affects passenger safety or the safe operation of the equipment.
7. In the event the Company terminates this Agreement, the Proponent shall immediately vacate the Site, relinquishing all access cards, keys, and other materials, plans and specifications and permissions. Failure to do so will see the costs for re-keying and other access reprogramming charges as incurred by the Company deducted from any monies outstanding to the Proponent.
8. In the event the Company terminates the Agreement for non-performance on the part of the Proponent, the Company reserves the right to use another equipment contractor to complete all outstanding deficiency items and return the installations to proper working order. Costs related to this work, based upon competitive elevator industry pricing and schedules, will then be back charged to the Proponent.

6. **TECHNICAL STAFF**

1. Without limiting the generality of Article 8.0 of this Agreement, all work done on the elevating devices as covered under this Agreement must be completed by staff who have current and appropriate provincial certification or working licences. The Proponent shall not use technical staff that do not possess or have in their possession current provincial licensing certification

covering the work they are required to perform (i.e., staff charged with servicing escalators shall have sufficient and appropriate working experience on such devices).

2. All mechanics working on the elevating devices as covered under this Agreement must have current certificates, up to date employee work passports, and all other technical certifications and safety training, including working with hazardous materials, fall protection, confined spaces and lock out/tag out training certifications.

7. **COORDINATION WITH THE COMPANY**

1. The Proponent shall co-ordinate with the Company each and every time an elevating device is to be removed from operation for an extended period of time (i.e. more than two hours). This notice involves planned or scheduled maintenance work.
2. Planned maintenance work on site elevators and escalators shall take place as required to suit the operational needs of each site.
3. Annual clean downs of escalators shall take place within the same time period each calendar year.
4. In the event an elevating device cannot be returned to working condition by the time the mechanic leaves the Site, the Proponent shall advise the Company as to the nature of the problem. The technician shall explain why corrective actions cannot be completed at that time, and indicate when the device will be returned to normal operation.
5. The Proponent shall attend regular co-ordination meetings with the Company. At these meetings, the Proponent must be prepared to discuss ongoing equipment operating problems, address call-back performance, and review recurring shut downs and any other item that the Company may require. The frequency of these scheduled co-ordination meetings shall be as determined by the Company at its sole discretion.
6. The Proponent shall not remove more than one elevator simultaneously within any bank or group of elevators at the same time, nor shut down and work coincidentally on two or more escalators, in order to carry out preventative maintenance repairs, without the prior approval of the Company.
7. Where regularly schedule preventative maintenance requires more than one elevator to be taken out of service, this work will be done outside normal working hours and the overtime premium cost for this work will be included within the stipulated monthly price for service.
8. The Company may carry out periodic inspections of its elevating devices to monitor the Proponent's performance of the Agreement. The Company may elect to retain the services of a professionally qualified, unbiased, registered elevating device inspection consultant to carry out these inspections. The Proponent shall co-operate with the Company's inspector, though the Proponent will not be required to assist the inspector in their inspection of the work. Such inspections will take place during the annual clean downs and the contractor is to advise the schedule and coordinate with the inspector.
9. In the event of an incident or accident on an elevating device as covered under this Agreement, the Proponent shall immediately notify the Company and the Provincial Regulators. A detailed written explanation and record of how and why the incident or accident took place shall be submitted to the Company within 24 hours following the incident or accident wherever possible. In the event the investigation of events is still underway 24 hours following an incident or accident, the Proponent shall provide daily updates to the Company as to the progress of the investigation. The Proponent shall assist the Company in its reporting of such incidents/accidents to the regulatory authorities, and shall advise the Company of all

regulatory requirements and accident/incident reporting expectations at no additional charge to the Company.

10. Proponent shall not perform any work for any other party on the elevator equipment within the Company without the written permission of the owner.

8. **PERSONNEL**

1. The Proponent shall only use trained, qualified and registered Class “A” mechanics, in accordance with the experience requirements as set out by the Provincial Regulators, under its regulations. All personnel shall be properly trained and knowledgeable of all workplace health and safety standards including those as set out by *Workplace Safety and Insurance Act* (Ontario), *Occupational Health and Safety Act* (Ontario), the applicable regulations made thereunder and all WHMIS requirements.
2. In the event of booked vacation or sickness, the Proponent shall provide alternative or back up technicians to ensure there are no missed planned inspections or equipment servicing visits. In the event of missed inspections or outstanding maintenance check/inspection sign offs, the Company reserves the right to deduct from monies owing, a proportional amount for services that have not been rendered. This will be based on 25% of the monthly rate adjusted by number of days missed.
3. When designated Site mechanic takes planned vacation, the Proponent must provide the Company with alternate licenced mechanic to be assigned full time to the Company for the duration of the primary mechanic’s planned vacation.
4. The Proponent shall also replace designated the Company mechanic for the duration of planned Company training, where such training requires the mechanic to be away off Site.
5. In the event a designated Company mechanic is injured or will miss more than two consecutive days due to injury or illness, the Proponent shall assign a full time replacement mechanic to the Company to ensure the required compliment of dedicated maintenance staff time is always maintained.
6. The mechanic assigned to the Company shall perform normal and routine service and maintenance. Work that requires a “service crew” to complete or perform (i.e. replacement of suspension ropes or a hydraulic elevator’s cylinder head packing or escalator clean down work) shall be completed by additional resources, fully trained and equipped to perform such tasks. Such work assignments shall not be done by the dedicated routine maintenance technician. In addition, “sold work” that requires the effort of a technician or service crew to complete shall not be undertaken by the routine maintenance site mechanic. The Proponent must arrange to have such work undertaken using additional resources.
7. The Proponent's personnel shall restrict their movements and duties to areas within the Site that contain elevating devices equipment or are directly related to the performance of their work.
8. The Proponent's personnel shall be provided with uniforms or ready means of identification to clearly establish their identify. At all times, the Proponent’s personnel shall maintain a clean and neat appearance.
9. Except for reasons beyond its practical control, the Proponent shall not reassign or change the route mechanic or supervisor as assigned to the Company, without the prior approval of the Company. The Company reserves the right to change or require the transfer of the Proponent’s technical or administrative staff that CN TOWER reasonably considers does not serve its interests.
10. In addition to field technicians, Proponent shall also assign a supervisor and service representative for the Site. Should such staff change during the course of the Term, the

Proponent shall immediately notify the Company as to the new employees assigned to the roles.

11. To meet the requirements of the *Accessibility of Ontarians with Disabilities Act (AODA)*, the Proponent must agree to comply and to assume its role with regard to providing proper notice for any facility or service of disruptions and must agree to fully co-operate with the Site's management to properly inform those potentially impacted by any and all service disruptions. This shall mean, as a minimum, the posting of OUT OF ORDER signage on each and every elevator landing door on a car that is removed from normal service.
12. In the event of an incident or accident involving one of the elevating devices as covered under this Agreement, the Proponent shall ensure all its personnel shall not be permitted to speak to any individual regarding the incident or accident unless they are CN TOWER representatives, provincial regulatory authorities or emergency personnel (fire and police) working directly on the incident or accident.

9. **SIGN IN/SIGN OUT AND MECHANICS TIME TICKETS**

1. Proponent's technical and supervisory personnel shall sign in/sign out at the time of each site visit, whether callback or regular preventative maintenance. Sign in/sign out, at all times, shall take place at the Company's Operations Office or at an alternative location as defined by the Company prior to the commencement of this Agreement.
2. At the time of each visit, the Proponent's technical staff shall have their time tickets, or electronic recording device signed at the time of the completion of each service visit. Where paper time tickets are used, a copy of the time sheet shall be left with the designated personnel from the Company at the place where signing out occurs. Time tickets for all call-backs shall state the elevating device involved, nature of problem, and work carried out to correct problem. Time tickets for normal service visits shall provide basic outline of work undertaken during service visit. Electronic records shall be transmitted to the designated representative of the Company within 48 hours of each site visit. CN TOWER reserves the right to have a copy of service visit records furnished or transmitted via e-mail to CN TOWER immediately following a service visit, should it so require.

10. **REGULAR HOURS OF WORK**

1. Regular hours of work shall be between 07:00 and 18:00 hours, Monday to Friday, statutory holidays excepted.

11. **CAPITAL OVERTIME REPAIRS AND TESTING**

1. For Capital work included under the coverage of this Agreement involving the extended shut down or removal of an elevating device, the Company reserves the right to require that such work be undertaken outside of regular hours of work. Under such conditions, the Company will pay for the over time premium portion, identified as a capital cost, the amount for which shall be inclusive of all reasonable related travelling charges, expenses and other surcharges, administrative overhead and profit, while the Proponent shall pay for regular time hours and all materials. No additional surcharges will be permitted. Total cost including the portion covered under the contractor agreement shall be identified for the site.
2. As elevator systems are provided with standby power and fire alarm connections, the Proponent shall provide quarterly testing of elevator fire service and emergency power operation to ensure their respective operations are in compliance with CSA B44 and applicable provincial regulations. .. These quarterly fire service and standby power checks shall be included as part of the Agreement coverage with the cost of such elements identified for accounting purposes. At the conclusion of such tests the Proponent will fill out required documentation confirming the

conduct and results of such tests as mandated by provincial regulations, and shall post such forms for each respective car in their elevator machine room.

1. Such testing shall take place at a time and date as defined by the Company. However, it is understood that these tests will take place outside of normal Site operation hours. Cost for attendance, even involving after hours or overtime at such testing will be included in the monthly Agreement sum.
2. Should the elevating devices fail to operate properly, and the faulty operation was caused by an elevating devices component, then the cost for additional after hours tests shall be entirely borne by the Proponent. It shall be understood that such costs shall be limited to the charges associated with elevator field technicians only.
3. Access to the hoistway for others to inspect and test FAID's will be included in the contract at no additional cost to the Company.

12. **SPECIAL WORKING CONDITIONS AND PROCEDURES**

1. Proponent shall conduct all operations in accordance with Site operational procedures and requirements. Failure to abide by these requirements and regulations can lead to cancellation of this Agreement.
2. Provision of parking for maintenance vehicles is the responsibility of the Proponent.
3. At no time shall work within an elevator cab be undertaken with the car and hall doors left in their open position, without the use of a full height protective barricade or barrier and a mechanic attending at that landing. As an alternative to providing a barricade, the Proponent shall ensure such work takes place with the hall doors closed.
4. Control of elevator machine room access keys and or security pass cards shall be maintained under the guidelines issued from time to time by the Company. The Proponent shall be subject to these guidelines as issued from time to time. The Proponent shall be responsible for all keys and security pass cards issued to employees and representatives. If keys or access cards are lost, the Proponent shall be held responsible for all costs to re-key affected areas of the Site, or revise and re-programme security control programs.
5. At no time shall a set of elevator hall landing doors, left in an unlocked condition, be unattended, nor, wherever possible, shall an escalator landing plate or exposed step gaps be left without a technician being present at the device. In the event an escalator is to be left shut down and unattended with steps removed, wherever possible the step band void must be left buried within the truss.
6. Work shall not be undertaken on an escalator without first erecting and securing barricades at the escalator's entry and exit landings. Barricades shall be mechanically locked to the escalator's structure to prevent their ready removal by passers-by. Barricades used for escalators shall have a minimum height of 1.2 metres.
7. The Proponent shall provide and maintain barricades and protective barriers in a good and neat appearance. Design, colour and look of protective barriers shall be first approved for use by the Company. Proponent branding on such barriers is permitted but must first be approved by the Company. Full height barricades shall be used on all elevators where landing doors are required to be left in their open position. The provision of full height barriers shall be the responsibility of the Proponent. Full height shall be understood to have a screening height in excess of 1.83 metres. The Company reserves the right to reject and preclude the Proponent's use of barriers or barricades that fail to meet the expectations and requirements of the Company.

8. Under no circumstances shall an elevating device's safety circuit or a safety related component be jumped out or bypassed, except for equipment testing or troubleshooting purposes. The Proponent shall never leave an elevating device in an unsafe condition, nor allow an elevating device to remain in operation where public safety cannot be assured.
9. Under no circumstances shall the Proponent leave an elevator machine room space where protective guarding has not fully installed or re-installed on all machines and equipment contained within that space unless the impacted units are properly locked out of service.
10. Proponent shall install replacement lamp/bulbs in elevator/escalator pits, secondary levels, car tops and bottoms. Replacement lamps/bulbs for such lighting fixtures will be supplied by the Company.
11. Painting of elevator machine room and pit floors shall be completed at least every two years by the Proponent, unless specifically accepted and agreed to by the Company. The Proponent shall undertake such work during normal working hours, and at times permitted by the Company. Prior to painting, the Proponent shall arrange with CN TOWER provisions for exhausting paint fumes and other special odour control requirements. The Proponent shall paint machine room within the first six months of this Agreement's term, and again every 24 months until the termination date of this Agreement.
12. The Proponent shall be responsible to comply with all directives as issued by TSSA, except for items that are clearly the work of the Company. The Proponent shall be required to file for voluntary compliance where permitted, advising the Provincial Regulators on completed work. Should the Proponent fail to complete work within the stipulated time lines noted in the Provincial Regulator's Inspector report, and additional follow up inspection charges are incurred, the Proponent shall be responsible to pay for all follow up or repeated periodic inspection charges, including punitive additional charges as applied by the authority having jurisdiction, until such time as all work is confirmed to have been completed by the regulatory authority having jurisdiction.
13. Proponent shall advise the Company, in writing, of any conditions affecting access to elevating devices machinery space, or any other environmental factors that may adversely affect equipment operation and reliability. Items of which the Proponent must immediately advise the Company include:
 1. Water infiltration into equipment spaces including machine rooms, secondary levels, elevator pits and escalator truss spaces.
 2. Worn or damaged escalator balustrade / skirt panel condition.
 3. Worn or damaged escalator step treads or cleared risers.
 4. Worn or deformed escalator landing plates.
 5. Excessive or insufficient temperatures within equipment machinery spaces.
 6. Excessive or insufficient humidity within equipment machinery spaces.
 7. Failure of machinery room access door-locking device or self closing feature.
 8. Signs of unauthorised access to elevator equipment hoistway or pit spaces.
 9. Faulty operation of machinery space or pit receptacle.
 10. Faulty operation of machinery space or pit light control switch.
 11. Faulty operation of a fire alarm sensor or related device located within elevating device space.
 12. Blocked or clogged pit drain.

13. Faulty operation of machinery electrical services, including disconnect switches, emergency power/normal power signal circuits, fire alarm control signals and devices, power receptacles and light control switches.
14. Proponent shall comply with environmental protection requirements as set out below and as supplemented by the Company.

13. **ENVIRONMENTAL SAFEGUARDS AND PROTECTION REQUIREMENTS**

1. All maintenance procedures and work as carried out by the Proponent shall be in accordance with the latest environmental protection and control legislation in effect by provincial or local ordinances or legislation. All maintenance services as performed herein shall also be in accordance with LEED sustainable design requirements and provisions.
2. In addition, the Proponent shall ensure the following conditions and requirements are met at all times during the term of this Agreement.
 1. Hydraulic oil shall only be transported and stored on site in approved containers. No hydraulic oil shall be stored, transported or handled in any manner that contravenes provincial legislation for workplace safety or environmental protection.
 2. Oil soaked rags, mats and other absorbent material shall be removed from site and disposed of in an approved manner, at an appropriately regulated disposal facility.
 3. Solvents, de-greasers, cleaning materials, lubricants, oils and greases shall be stored in their appropriate containers and protectively housed in a designated machine room space or other Proponent storage area as selected by the Company.
 4. Proponent shall provide guide rail column drip pans where lubricated guide rails are required. Proponent shall regularly clean guide rail drip pans and properly dispose of all contents. The Proponent shall be responsible for the provision of all rail oil drip pans.
 5. Proponent shall provide sticky mats at the entry point of all elevator machine room spaces containing electric traction units using direct current drive motors and motor generator sets.
 6. Proponent shall keep elevator pits and machine room spaces in a clean condition. Proponent shall regularly clean machine room floors and secondary levels of dust and dirt, rope tar, rope filings and other deposits. Machine room floors shall be cleaned and swept free of all dirt and debris. All lubrication spills or leaks shall be cleaned and wiped up. As part of pit cleaning responsibilities, the Proponent shall ensure cover to pit drain shall be cleaned and kept free of debris or other impediments that would block the flow of effluent.

14. **WORKPLACE SAFETY**

1. All work, maintenance procedures and services as provided by the Proponent shall be carried out in strict compliance with the latest provincial standards and regulations as set out for workplace safety, including *Workplace Safety and Insurance Act* (Ontario) and the *Occupational Health and Safety Act* (Ontario) and the applicable regulations made thereunder.
2. The Proponent shall be able to demonstrate and confirm that all employees have participated in and been given safety and WHMIS training, and have been provided with safe working practices information and other related documentation. Proponent safety training program shall be on going.
3. The Proponent shall provide all field staff, supervisors and sales representatives with all appropriate safety equipment, including fall protection equipment, plus lock out and tag out

devices. Meters and electrical testing devices shall be properly calibrated and have a minimum Category 4 rating.

4. Where scaffolding and other temporary working platforms need to be erected to perform certain maintenance procedures, the Proponent shall furnish all such platforms and construction and assure that such working platforms have been set up to provide a safe and secure working space.
5. All materials as furnished by the Proponent and as required for use by the Proponent shall have their respective Material Safety Data Sheets (MSDS) kept in a safe location within the Site. MSDS information sheets shall also be provided to CN TOWER for their record and file.
6. Proponent shall ensure all safe working practices relating to electrical equipment (i.e. lock out procedures, use of jumpers, wearing of personal protective equipment, and warnings for the presence of more than one live circuit) are rigidly followed and adhered to by all field technicians.
7. The Proponent shall supply, before commencement of the work of this Agreement, a letter certifying that they comply with the *Occupational Health and Safety Act* (Ontario) and subsequent amendments, as well as WHMIS Regulations and/or any other statutory regulations governing its maintenance procedures and work.
8. The Proponent shall maintain in place all machine room equipment guarding provisions. Where guarding provisions are to be removed for equipment service access, the Proponent shall abide by *Occupational Health and Safety Act* requirements, making sure that the unguarded unit is under control and is safe. The Proponent shall not damage, break or lose equipment guarding. Where such provisions are damaged, lost or deformed by the actions of the Proponent, the Proponent shall repair or replace such guarding at its own cost, to the complete satisfaction of the CN Tower.

15. **CALLBACK AND EMERGENCY CALLBACK SERVICE**

1. The Proponent shall provide callback service, 24 hours a day, 7 days a week, 365 days a year.
2. Upon receipt of a callback request, the Proponent shall respond within the required call back response time limits as confirmed within this Agreement.
3. Callback response times are expected target intervals. In cases of exceptional weather, labour strife, or unexpected traffic conditions, response times will be expected to increase. However, on an annual basis, fallback response times shall be met.
4. Upon receipt of an emergency callback request, the Proponent shall immediately dispatch a service technician to the call. Emergency callback shall have priority over all other types of callback.
5. For an emergency callback, the Proponent shall be responsible for all labour, travelling time, expenses, surcharges, fees, profit, overhead, and mileage costs, regardless of the time of day, or number of occurrences. Emergency is defined as trapped passengers, if elevator E5 is shutdown or if two (2) or more of elevators in the group E1 to E4, E8 & E9 are shutdown at the same time. Shutdowns must be a result equipment related issues
6. For other callbacks, the Proponent shall be responsible for all costs where such calls occur during normal working hours.
7. Outside of normal working hours, the Proponent shall be responsible only for payments up to the normal hourly working rate except for those units identified as critical units. The premium portion of all labour charges, including reasonable travelling time, for after hour's non emergency callbacks, will be paid in addition to the monthly Agreement amount by the Company.

Under no circumstances will the Company be responsible for additional costs, such as mileage charges, fuel surcharges, and expenses relating to field labour, over and above the identified project hourly rates as confirmed in the Request for Proposal.

8. The Proponent shall maintain a 24-hour answering service to record and dispatch maintenance technicians in response to callback requests. The Proponent shall furnish the Company with telephone number(s) for the answering service. Where the after-hours number is different, the Proponent shall clearly identify the times and days when this number should be used.
9. The Proponent shall be responsible to re-programme hands free phones where the current set up does not directly call into the Proponent's own dispatching service or an agreed third party answering service as retained by the Company. If the Proponent had not previously maintained the equipment, the Proponent shall, within the first 12 hours of the Agreement's start date, have re-programmed all hands free phones that were previously set up to ring out to another elevator service company. The cost for this re-programming shall be included within the monthly maintenance price.
10. The Proponent shall establish with the Company suitable call-back procedures so as to ensure response times are efficiently held to a minimum.
11. CN TOWER shall provide the Proponent with a list of all Site personnel and their telephone numbers whom shall be responsible for requesting emergency callback service.

16. **SITE VISITS**

1. Proponent technicians shall notify site personnel upon arrival at the Site and sign in per Site protocol, whether such visit is a regular preventative maintenance check or a response to a callback request.
2. Prior to departing the Site, Proponent technicians shall sign out of the Site, in addition to obtaining a signature for their time ticket or electronic log. For regular maintenance visits and inspections, signatures shall also be recorded in the elevating devices equipment's log sheets.

17. **REPLACEMENT PARTS**

1. The Proponent shall only use parts that are either genuine manufacturer's parts or components that are approved and proven to be equal to or better than the original part.
2. Where a replacement component proves unreliable or faulty in two equipment installations within the Company, and its failure cannot be attributed to external influences, the Proponent shall replace all such devices as used throughout all elevating devices within the Site.
3. Where substitute or compatible replacement parts are to be used, the Proponent shall provide the Company with written confirmation that such replacements will not adversely affect equipment life, detract from its performance, or impact system or component safety.
4. The Proponent shall comply with the requirements of B44 Elevator Safety Code regarding certification of non original replacement parts.

18. **ELEVATING DEVICES MAINTENANCE LOG**

1. The Proponent shall be responsible for collecting, maintaining, and updating all test and inspection certificates as required by all equipment maintenance standards as adopted by the Provincial authority having jurisdiction in place at the time of the Agreement. The Proponent may elect to use electronic recording means of maintaining these records.
2. The Proponent shall include machine room testing check chart or leave copies of mechanics time tickets securely fastened to machine room wall. Logs shall contain mechanics' signatures

and check offs for all equipment maintenance standards as adopted by the Provincial authority having jurisdiction in place at the time of the Agreement tests and inspection routines.

3. Where electronic recording is used, the Proponent shall submit at intervals of no more than three months, hard copy records of all test certificates and other log book information to the Company.
4. The Proponent shall submit to the Company, within 24 hours of a request to do so, hard copies of all logbook certification records and maintenance documents.
5. At the discretion of the Company, and consistent with the applicable Provincial regulations, the log book may be maintained at the primary security desk of the Site.
6. At the termination of this Agreement, the Proponent shall provide CN TOWER with hard copies of all records, charts, certificates and any other items as recorded in the elevating device logs.

19. **STRIKES AND LOCKOUTS**

1. In the event of a strike or lockout, the contractor shall ensure that all labour required to maintain the equipment to the standards as noted will be provided, meeting their contractual obligations. In this case, with mutual agreement, no reductions in the maintenance pricing shall occur. In the event of a protracted dispute where service reductions occur, and with mutual agreement, the following process shall be implemented.
2. In the event of a labour dispute such as a strike or lockout amongst the Proponent's maintenance technicians, the customer reserves the right to reduce the monthly Agreement price in accordance with the following formula:
3. 20% reduction in the Agreement Price for each elevating device in operation.
4. 30% reduction in the Agreement Price for each elevating device that is shut down.
5. The above reductions shall not be applied in the event the Proponent is able to provide full maintenance coverage during the strike period in accordance to the code.
6. During such periods, the Proponent shall, using qualified supervisory and office personnel still provide call back maintenance services, including 24 hour emergency response service throughout the duration of any labour strife period. It shall be the responsibility of the Proponent to ensure that during such labour disruptions, only qualified supervisory personnel, having current EDMA certification, will respond to call backs and be engaged in release of trapped passengers.
7. Reductions shall be pro-rated within any monthly period, based upon the commencement date of the labour dispute, and its duration.

20. **EXCEPTIONS**

It shall be understood that the Proponent shall not be responsible for repairs and equipment replacements necessitated by unintended use, flooding, fire, smoke, vandalism, or overloading.

21. **ADDITIONAL WORK**

1. The Proponent shall not undertake any equipment repairs, replacements or readjustments greater than one (1) hour in duration during normal working hours and greater than two (2) hours in duration after hours and on weekends (including travel time) that are not covered under this Agreement without first obtaining proper authorisation from CN TOWER.

2. In order to assist the Company in authorising such work, the Proponent shall first advise CN TOWER on the nature of the problem. The Proponent shall clearly show why such work is excluded from the coverage of this Agreement and indicate how long it will take to complete the necessary corrective action. Finally, the Proponent shall confirm an estimated cost to complete such work.
3. The Company shall furnish the Proponent with a list of staff who are authorised to issue instructions regarding additional work. The Proponent shall then be responsible to ensure no work is undertaken without first obtaining proper written approval from the Company's designated authorities.
4. The Company reserves the right to obtain competitive quotes from qualified elevator service and maintenance companies, should it determine that pricing as submitted by the Proponent is not in keeping with market place conditions, or does not reflect fair value for the work required. In such instances, the Company will advise the Proponent, giving it the option of revisiting its service work proposal, failing which, the Company shall then award the work to another service provider, without penalty or claim on the part of the Proponent. Under such conditions, the Proponent shall cooperate with the alternate service work supplier.

22. REPORTS AND AGREEMENT DELIVERABLES

1. As part of the scope of work of this Agreement, the Proponent agrees to furnish the following documentation and reports as part of the required maintenance procedures (frequency given in brackets).
 1. Callback reports (monthly).
 2. Passenger entrapment reports (monthly).
 3. List of major service work undertaken (monthly).
 4. List of future or planned service work to be undertaken (monthly).
 5. Supervisors' inspection report (semi-annual).
 6. Equipment audit and recommended future modifications report (annually co-ordinated with the sites budget cycle).
 7. Proponent shall provide a callback summary report showing all callbacks for all units, showing current year by month, and the previous year's average.
2. The frequency of these submissions is to facilitate the timely tracking of service issues and technical trends. The Proponent shall file and present all such documentation in accordance with this schedule, or as per any subsequently modified schedule as signed off and agreed to by the Company.
3. Reports for callbacks, passenger entrapments and hall call assessments shall include supporting data, including a summary and assessment of the raw data and operating histories of the information as collected. Submission of raw data alone will constitute a failure to comply with the reporting requirements of this Agreement.
4. The Proponent shall attend meetings with the Company and project consultants to review status of all reports, callback history, and site service issues on the basis of a minimum of twelve (12) meetings per year at a location as directed suitable by the Company.
5. All consultant reports shall be completed by the Proponent within 90 days of receipt of said report, or within a mutually agreed upon time frame.

23. AGREEMENT ESTIMATED DAMAGES FOR LOSS OF USE AND MISSED MAINTENANCE

1. Proponent is expected to maximize equipment operational performance and reliability.
2. Proponent is required to minimize equipment operational downtime. Failure to attain operational reliability imposes hardships on building occupants and damages tenant and visitor relations. Failure to meet the mandated governmental safety inspections and to address safety shortcomings as identified by governmental inspectors puts the Company at risk in terms of meeting its governance obligations. Except for reasons beyond the reasonable control of the Proponent, the Proponent and the Company agree the following represents reasonable minimal damages for such failures and will be applied by the Company as follows:
 1. For loss of use of an elevating device unit for a period of more than two weeks, the Proponent shall reimburse CN TOWER one month's unit maintenance cost for the unit's shut down.
 1. A monthly credit shall continue to be applied for every additional two weeks the unit remains shut down.
 2. Such fees will be applied when the reason for the extended shut down is the direct result of wilful negligence or inaction on the part of the Proponent or the Proponent's failure to muster the resources to determine the nature of a technical problem and the elevating unit sits idle while the Proponent continues to fail to identify the issue.
 3. No offset would be applicable if a technical issue is promptly identified and parts or software ordered and installed in a prompt efficient manner not withstanding that a unit could be down for more than two weeks.
 2. In the event the Proponent is found to be late on the completion and sign off of mandated annual and/or five year maintenance checks, the Proponent shall reimburse the Company for the cost of one month's maintenance for each unit found to have outstanding or missed tasks. Upon notification of such missed maintenance, for each additional week that the Proponent delays in completing these outstanding tasks, an additional month's maintenance fee shall be applied.

1. MAINTENANCE INTENT

1. The Proponent is required to provide sufficient preventative maintenance coverage so as to ensure trouble free operation and to prolong the effective operating life of each installation and its various components.
2. The Proponent shall ensure that the Company long term equity in these elevating devices as covered under this Agreement shall not be diminished or adversely affected in any way.
3. The Proponent is required to keep each installation operating at its optimal design peak, in accordance with the instructions, guidelines and maintenance procedures as set out by the original equipment manufacturer and/or as confirmed in Section 14930.
4. The quality, performance and operation of each elevating device shall not be degraded, adversely adjusted or modified. The Proponent shall be responsible to keep operational performance within the limits as defined herein.

2. DESCRIPTION OF WORK

1. The Proponent shall provide the following at no additional cost under the scope of this Elevating Devices Maintenance Agreement:

1. Regular preventative maintenance, including monthly, quarterly, semi-annual, annual and five year testing and inspection routines as set out herein and as defined in the latest Provincial regulations and requirements.
2. 24 hour answering service.
3. 24 hour call back service.
4. Inspection and testing routines as set out herein.
5. Provision of a copy of the Elevator Maintenance Proponent's Maintenance Control Program (MCP) as required under the code in effect..
6. Inspection and testing routines as set out in the code and all future updates, except that all elevators shall be provided with monthly maintenance inspections as a minimum. No modifications or adjustments to the stated frequency of such testing will be permitted, unless confirmed at time of Tender.
7. Provision of elevator call back and Trouble Call Record Log. Call back log to be maintained on site for a period of one year per Provincial regulations. Call back log shall record the following information:
 1. Description and date of each call back or trouble call incident.
 2. Signature of responding service technician and name.
 3. Brief description of corrective action and/or component adjustment or replacements undertaken to address and rectify the call back or trouble call.
 4. Confirmation that unit was returned to service.
8. Provision of log books for each elevating device to document compliance with the maintenance, examinations and testing activities as required by Provincial Regulations. Log books shall contain as a minimum:
 1. Building name and address in which device is located
 2. TSSA installation number
 3. Proponent's name
 4. Proponent's TSSA Registration Number
 5. B44 Code section, reference or requirement / clause number associated with each maintenance task or inspection routine to be performed
 6. Description of the maintenance task to be performed
 7. Described frequency of the task, as specified by the Maintenance Control Program.
 8. Year and month when task was performed.
 9. Printed name and signature of the mechanic charged with undertaking the task performed.
9. Provision of suitable replacement parts.
10. Provision of service crews to undertake major component replacements of equipment inspections or adjustments.
11. Repair and readjustment of defective parts to ensure proper operation.
12. Cleaning, housekeeping and lubrication.

13. Maintaining equipment maintenance logs as required by the maintenance standard as adopted by the Provincial authority having jurisdiction, in place at the time of this Tender and/or as reasonably designated by The CN Tower.
2. The Proponent shall maintain all elevating devices and equipment in accordance with the design parameters as set out herein and as modified in writing from time to time by the Company.
3. The Proponent shall not readjust, modify or otherwise alter any operating parameter that is contrary to the requirements or performances as set out within this Agreement, without the prior written approval from the Company.
4. The Proponent shall schedule and perform all work so as to minimise the disruption and inconvenience to the Company's commercial operations.
5. The Proponent shall maintain locally one complete set of hoist ropes and compensation ropes at its expense for the Site.

3. MAINTENANCE COVERAGE - FULL SERVICE

1. The Proponent shall be responsible at no additional cost to the Company for the repair, lubrication, cleaning, servicing, adjustment and where conditions warrant, the replacement of the following components on all elevating devices covered under this full service type maintenance agreement:
 1. Mechanical, hydraulic, electric and electronic parts and components including machines, motors, generators, windings, rotating assemblies, magnet frames, interpoles, commutators, wiring, terminal interconnections, brushes, brush gear, connections, motor ventilation fans, flywheels, drive sheaves, worms, gears, thrust bearings, pumps, drive belts, deflector sheaves, car and counterweight sheaves, brakes, brake pins, brake linings, brake drums, brake coils, brake springs, linkages, drive belts, drive chains, hydraulic cylinders (not in ground), and pistons.
 2. Governors, safeties, rope grippers, and overspeed devices, governor tension sheave and sheave weights, governor tension carriage, releasing carriage, equalising springs, linkages, rods and switches.
 3. Hoist ropes, governor ropes, compensating ropes and chains, plus shackles, clamps, fittings and equalisers.
 4. Hydraulic oil lines and piping that is not buried, Victaulic couplings, mufflers, isolation fittings, strainers, gate valves, hangers, pipe stands, offsets, bends, transition connections, gaskets, hydraulic head packing, seals, "O" rings, lantern ring, piping and tubing, hydraulic valves, plus collection pans and drums.
 5. Travelling cables, junction boxes, terminal strips and conductor connections.
 6. Electrical conductors and connections as used within the entire elevator installation except for power feeders to the main disconnects.
 7. Car position, speed control and direction of travel devices including selectors, limit switches, tachometers, levelling vanes, reed switches, magnets, vanes, switches, contacts, coils, selector tape, fixed tapes, tape head readers, and all related hoistway and machine room logic systems, transducers and controls.
 8. All controller and dispatching equipment including power supplies, leads, dash pots, transformers, rectifiers, overloads, contactors, contacts, conductors, steppers, shunts, coils, resistors, leads, fuses, condensers, timing devices, time clocks, solid state components, transducers, printed circuit boards, computer and micro computer devices, discreet logic devices and software programmes.

9. Car door operating equipment including power supplies, controls, resistors, transformers, drive belts, motors, gears, sprockets, speed reducing means, sheaves, air cords, counterbalance weights, relating cables, relays, contacts, fuses, cams, bearings, crank arms, door rollers, car gate switch and contacts, car gate rollers, car door eccentrics and gibs.
10. Car door reopening devices including safety edges, detectors and light rays.
11. Hall landing door rollers, gibs, eccentrics, safety retainers, self closing devices, interlocks, contacts, interlock operating mechanisms, pick up rollers, pick up rods and linkages, plus hoistway and pit access and car top access provisions.
12. Hall landing and car door skins, where finished in polished metal, which are damaged or defaced by gib and roller wear, and door misalignment.
13. All elevating device landing signals and operating controls, including incandescent, PSB and LED indicator lights, position indicator lights, fixture leads and wiring, fuses, contacts, housings, touch button assemblies, faceplates, key switches, push buttons, emergency stop buttons or keyed switches, and direction key switch fixtures, alarm buttons, bells and buzzers and printed circuit cards and other electronic components, intercom units, hands free telephone units, and interconnection wiring.
14. Car safety devices, car top operating controls, alarm bells, buzzers, plus cab ventilation and exhaust fans.
15. Car top railings and safety guards (which shall be kept in clean and proper condition. Proponent shall ensure all guard fasteners are kept properly torqued and secured in place).
16. All hoistway switches, inductors, signals, magnets, encoders, contacts, wiring, connections and fastenings, plus fascia panels, toe guards, pit screens, and hanger covers.
17. Car and counterweight guides, guide shoe gibs and roller guides.
18. Escalator drive motors, speed reduction gearbox, brake, chains, sprockets, belts, rollers, step chains, tension carriages, switches, monitoring devices, relays, resistors, coils, contacts, step frames, comb teeth segments, skirt panels (unless damaged due to misuse or vandalism) newels, handrails, handrail drives, handrail guide channels, key switches, stop button stations, step tracks, step guides, guards, drip pan, truss framework, electrical conduit and connections and wiring.
19. Car door restrictors and car door locking means.
20. Car top, plank and pit light bulb replacements. Car frame and platform isolation, load weighing equipment, plus car apron panel.
21. Remote life safety controls, key switches, indicators and buzzers.
22. Car rail brackets, fishplates, rail fastening devices and jack bolts. Car and counterweight buffers, including buffer oil, switches, return springs, pit channels and buffer stools.
23. Compensation guides, hitches, tension sheaves, tension sheave carriage and guide means.
24. Cab interior battery lighting.
25. Any other components, signals, switches or devices as required for the operation and control of the elevating device.
26. Any other normally wearing elevator component parts.

2. The Proponent shall be responsible at no additional cost to the Company for the following tasks:
 1. Quarterly testing of standby power operation and fire recall and fire service operations in all locations where such features are provided. Testing will be scheduled to take place outside of normal working hours.
 2. Provide semi-annual hoistway access for others to inspect and test FAID's.
 3. Monthly checking and logging of hydraulic oil levels in all hydraulic elevators.
 4. Monthly cleaning of elevating devices pit spaces.
 5. Twice yearly cleaning of hoistway interior glass panels and exterior car glass panels on observation units.
 6. Monthly access to allow cleaning of elevator glass doors.
 7. Twice yearly car top access for service of HVAC systems by others.
 8. Annual testing of escalator SSPI.
 9. Provision of rail oil drip pans and cleaning of pit floor where lubricated car or counterweight slippers are provided.
 10. Up direction and low uncontrolled movement within the door zone protective devices.
 11. Step chain and drive chain adjustments for escalators.
 12. Adjustment and resetting of controller timer devices as required to accommodate shifts between Standard Daylight Time and Daylight Savings Time.
 13. Furnishing of semi-annual assistance to permit the Company's Structural Engineers to conduct assessments of the interior hoistways structural condition. It shall be understood that such assistance shall be required during normal working hours.
3. The Services shall include all the document and record keeping, including duly certified inspection and testing certificates as required by the maintenance standard as adopted by the provincial authority having jurisdiction, in place at the time of this tender based upon the frequencies as set out under therein, with the exception that minimum maintenance inspections shall be performed on a monthly basis for all elevators and escalators as covered under this Agreement.
4. The Services shall include all housekeeping and cleaning provisions as required to keep all elevating devices equipment and equipment spaces, such as machine rooms, hoistways and pits, free of dust and debris.
5. The Services shall include the painting of the elevator machine room floors, pit spaces and machine room control equipment.
 - .1 Machine rooms shall be painted within the first Six (6) months of this agreement, and completed every other year between January and March of each calendar year, or as required due to site conditions.
 - .2 Elevator pit spaces shall be painted within the first six (6) months of this agreement, and completed every other year between June to August of each calendar year, or as required due to site conditions.
6. The Services shall include the replacement of burnt out light bulbs located on car top, car plank, within elevator pits and escalator working spaces. The Company shall furnish the replacement lamps of the types required and hand these to the Proponent for installation in these areas.
7. The Services shall include the replacement of all cab lighting control and power devices (i.e.

switches, transformers, ballasts, etc.) as mounted or located on the car top, or whose replacement, servicing and modification can only be carried out from the car top.

8. The Proponent shall confirm monthly the number of man hours provided to the site for preventative maintenance. Average number of hours expended shall be reviewed and allocated in coordination with the Services as required to ensure required hours under this contract are properly provided.
9. The Services shall include 24-hour answering service for call backs, with 24-hour response to such trouble calls in accordance with the specified time limits. No additional charges or costs, over and above the normal maintenance fee shall be permitted for the provision of 24 hour call back monitoring services and dispatching operations.

4. AGREEMENT EXCLUSIONS

1. Only the following items shall be excluded from the Services:
 1. Elevator cab enclosure including cab ceiling lights, suspended ceiling panels, hang on or applied wall panels, car door skins, strike jambs, transoms, hand rails, flooring, kick plates, reveals, binder strips and sills.
 2. Hall landing or car door panels, frames and sills.
 3. Escalator balustrade panels, exposed guards and exposed decking.
 4. Escalator skirt panels, except where panels are damaged due to step misalignment or the Proponent's failure to properly tension step chains and other guidance means.
 5. Repairs and replacements necessitated by or the result of misuse, negligence or the malicious actions of persons, except for such actions as caused by the Proponent's own personnel.
 6. Water damage, except where caused by the Proponent's own personnel.
 7. Fire and flood damage, except where caused by the Proponent's own personnel.
 8. Failure of buried or inaccessible hydraulic piping and cylinder vessels except where such equipment is PVC protected and subject to warranties provided at the time of installation.
 9. Major cleaning associated with debris and dirt caused by on-going building construction activities.
 10. Damage caused by pit flooding, except where Proponent fails to keep pit spaces properly clean, and refuse prevents pits from proper drainage.
 11. Replacement of missing car licence tags, signal fixture designations, signage plates, or car numbers.
 12. Payment for annual cab licence certificates and their posting.
 13. Provision of additional testing, inspection, or service procedures not in effect or as set out in the maintenance standard as adopted by the provincial authority having jurisdiction, in place at the time of this tender or as described herein.
 14. Elevator guide rails
2. When requested, the Proponent shall submit to the Company, within 48 hours of such a request, written proposals covering Capital repairs and replacements for work **not** covered under this Agreement. Proposals shall identify the nature of the problem, the extent of repair work required and length of time required to complete the work.

3. The Proponent shall not undertake any repair or corrective actions, not covered under this Agreement, without prior written approval of the Company. Otherwise, the cost will be to the Proponent.

5. DESCRIPTION OF WORK ROUTINES AND SCHEDULES - GENERAL

1. The Proponent shall comply with the inspection, maintenance, service work and testing routine schedule as set out in the maintenance standard as adopted by the provincial authority having jurisdiction, in place at the time of this tender or as described herein. The Proponent shall perform these activities in addition to the routines as noted below.
2. The Proponent shall carry out the following checks and tests in accordance with the frequencies as noted below on all elevating devices. Where such tests or inspections uncover a component or part which is worn, defective, out of adjustment or requires servicing or replacement, the Proponent shall perform all necessary remedial work to repair, replace and readjust said component to its proper operating condition in accordance with the limitations as set out in this Agreement. In all cases where unusual noises are heard, the Proponent shall investigate and determine the cause and take immediate corrective action.
3. Activities to be carried out at the time of every service visit are as follows:
 1. Ride elevating device to check for unusual noises.
 2. Check elevating device levelling to ensure proper operation.
 3. Check operation of elevator door protective devices and car door operating buttons.
 4. Check operation of emergency call or alarm buttons and voice communication provisions.
 5. Check operation of in car alarm buzzer and stop switch. Check operation of escalator stop buttons, direction control key switches and the slide of the steps.
 6. Check operation of car and hall position indicators.
 7. Check escalator wellway guards are in place, are firmly affixed to balustrade decking, and are undamaged. (Immediately advise The CN Tower in the event of missing or damaged guards.)
 8. Check machine room and machinery spaces for unusual noises.
 9. Check pits to ensure they are dry and clean. Immediately advise The CN Tower in the event of flooding or pit drainage problems.
 10. Check operation of control and operating buttons.
 11. Correct deficient items as noted during inspection.

4. Activities to be carried out on a monthly basis shall include:
 1. Check elevator and escalator controller components for correct operation.
 2. Clean elevating devices machine room floor and pit spaces.
 3. Verify escalator ridership signage is in place and is not worn. (Immediately notify The CN Tower where signs are missing or defaced beyond the point that they can be readily understood.)
 4. Check oil levels in drive equipment.
 5. Clean pit spaces.
 6. Check operation of up direction over speed safety devices.
 7. Check fuse ratings in controllers and disconnects, replace fuses where ratings to do match posted amperages.
5. At each quarter, the Proponent shall perform the following activities:
 1. Check car and counterweight guides, guide shoes and rollers.
 2. Clean car top.
 3. Check car door operator and door operating equipment. Clean and lubricate operator and door clutch, including pivot points and bearings. Check belts for proper tension and wear.
 4. Check main motor contactors and resistors.
 5. Check operation of hall landing doors and related hardware.
 6. Check operation of safety and protective devices on controller.
 7. Check condition of cylinder head and piston on hydraulic units.
 8. Check car selector tape fastenings, switches and position devices for proper operation.
 9. Fire alarm recall functionality.
 10. Perform all tasks as defined under monthly checks and those quarterly checks as defined herein.
6. Every six months, the Proponent shall conduct the following checks:
 1. Clean all machine room electrical cabinets with vacuum and blower.
 2. Clean and, if required, lubricate car door tracks.
 3. Clean interior side of hoistway glass panels and exterior side of cab enclosure glass panels on all observation elevators.
 4. Check operation of group dispatching, including all related features.
7. The Proponent shall conduct the following activities at least once every 12 months:
 1. Clean down hoistways and all hoistway equipment.
 2. Check of escalator step condition
 3. Check all car operating panel conductor terminations.
 4. Examine travelling cables for wear.
 5. Undertake creep test on all hydraulic elevators and lifts.
 6. Complete escalator clean down.
 7. Testing of escalator skirt step/skirt performance index (SSPI) to verify compliance with

SSPI values as set out in the code.

8. Mark and check level of compensation sheave and governor tension sheave on all gearless elevators.
 9. Mark and check level of governor tension sheave on geared elevator.
 10. Check and record all operating voltages and condition of hall landing and car touch buttons. Confirm findings in machine room log book.
 11. Check and record clearances between armature and field coils on all drive motors and motor generator sets having sleeve bearings.
 12. Check and record D. C. loop current and motor generator set motor MEG readings on all elevators having Ward Leonard control.
 13. Check and record rectifier voltage.
 14. Check and record line voltage.
 15. Check and record overloads.
 16. Check and test reverse phase relay switches.
 17. Check and record clearance between counterweight riding buffer and buffer impact plate "pit of counterweight".
 18. Testing of fire fighter's service operation and emergency power sequencing operations.
8. The Proponent shall conduct the following activities at least once every 60 months, but shall complete these tests within the first 12 months following the Agreement commencement date:
1. Full load over speed test of car safeties and car and counterweight buffers.
 2. Overload test of car brakes.
 3. Buffer return test.
 4. Governor pull through test
8. The Proponent shall perform the following activities upon start up of the Agreement, again within 30 months of the Agreement anniversary date and finally within 90 days prior to the end of the Agreement:
1. Check and record car operating performances, including flight times, door operating times, car and hall landing dwell calls, car operating speeds and all other performance items as noted herein. Where actual performances have slipped beyond specified limits as noted within this document,
 2. Carry out all necessary readjustments to attain and maintain the specified performance targets.
 3. Check all car and counterweight guide rail fastenings and bracket supports for proper tightness.
 4. Carry out a general inspection of all major structural components and their fastenings. Include items such as machine and deflector sheave supports, car frame and platform, safety plank and pit steelwork and all connections attached thereto.

6. FREQUENCY OF PREVENTATIVE MAINTENANCE VISITS

1. In accordance with MCP, but with the understanding of ongoing maintenance site staffing requirements as defined within these specifications, with monthly visits as a minimum.

7. MACHINE ROOM PARTS

1. The Proponent shall not store used or replaced components in the machine room after their removal. Such components shall be removed from the Site and properly disposed of by the Proponent.
2. The Proponent shall provide a cabinet in the machine room to house cleaning materials, rags, cotton waste, fuses and other small components to be stored on site.
3. The Proponent shall provide a fire resistant refuse pail for the machine room(s).
4. The Proponent shall keep sufficient quantities of motor bearing oil, grease and other lubricants as required.
5. Unless the Proponent has service vans stored with replacement parts, the Proponent shall maintain in one machine room a store of replacement parts suitable for the equipment as found within the Site.

8. PERFORMANCE CRITERIA

1. The Proponent shall maintain the elevating devices in substantially new condition.
2. The Proponent shall adjust and maintain the elevating devices to meet the performance measurements as noted in herein.
3. Where the Proponent finds existing equipment currently operating outside the stipulated performance benchmarks, immediate readjustments shall be carried out by the Proponent to ensure compliance with the performance settings as noted herein. Such readjustments shall be part of the work of this Agreement.
4. The transition time delay settings for wye-delta timers shall be set in accordance with the specific requirements of the equipment manufacturer.
5. The Proponent shall not revise or readjust any equipment performance setting outside of the ranges as noted herein, without the prior written approval from the Company. The Proponent may apply in writing to the Company to modify the above performance settings; however, such a request shall include supporting documentation to substantiate the reason for altering such performance.

9. REPLACEMENT OF HOIST AND COMPENSATION CABLES (CAPITAL PROJECTS)

1. The following requirements shall be followed whenever the Proponent replaces hoist cables:
 1. Where rouging of hoist ropes is found, the ropes will be inspected, measured and verified by respective parties as to whether they are required to be changed. Following replacement the machine, and all areas within the machine room affected, shall be completely cleaned of rouge dust.
 2. Where Lang's Lay rope is used, the Proponent shall ensure that the ropes are prevented from turning. Where Lang's Lay rope is found, replacement ropes shall also be Lang's Lay type.
 3. The Proponent shall provide counterweight blocking to limit the number of rope shortenings to a minimum.

4. The Proponent shall provide two ground straps between rope shackle and car crosshead or dead end hitch plate.
5. Where babbitt shackles or crosbie "U" clips exist and hoist ropes need replacement, the Proponent shall provide as part of hoist rope replacement work new wedge clamp shackles. The Proponent shall use short and long arm shackles, and arrange them in a staggered fashion to prevent adjacent shackles from rubbing against each other. Cost of new wedge clamp shackles shall be included in price for monthly maintenance.
6. Hoist ropes must be replaced proactively. The Proponent shall submit copies of the annual rope inspection reports to the Company to confirm current rope condition and status. Rope replacement programme to be completed within a maximum of five (5) business days, with all overtime borne by the Proponent for one set of ropes per year. Capital cost of such replacement to be identified for the Company accounting use.
7. Unforeseen rope replacements. When encountered, the Proponent shall undertake the immediate replacement of all ropes using an installation schedule that entails 12 hour shifts, with the cost of overtime labour to be borne by the Proponent. Failure to implement such emergency rope replacement efforts shall permit the Company to engage the services of an alternate, qualified Proponent, to undertake emergency rope replacements and then deduct the cost for such work from the Proponent's maintenance invoices. Capital cost of such replacement to be identified for the Company accounting use.
8. The Contactor shall be responsible to maintain for this Site, ropes as purchased by the Company, the following minimum spare ropes. All ropes are the property of the Company and are to be maintained by the Proponent and replaced as used;
 1. One set of suspension ropes of sufficient length to accommodate the elevator with the largest vertical rise. Where the car with the largest vertical rise requires a different diameter or size of design of rope then the Proponent shall provide two sets of spare ropes, one for the unique unit and one for the more comment application.
 2. One set of compensation ropes, suitable for the elevator having the largest vertical rise. Where the car with the largest vertical rise requires a different diameter or size of design of rope then the Proponent shall provide two sets of spare ropes, one for the unique unit and one for the more comment application.
 3. One set of governor ropes, suitable for the elevator having the largest vertical rise. Where the car with the largest vertical rise requires a different diameter or size of design of rope then the Proponent shall provide two sets of spare ropes, one for the unique unit and one for the more comment application.

10. REPLACEMENT OF BEARINGS (CAPITAL PROJECTS)

1. The cost for the replacement of all defective bearings in all motors, overhead deflector, sheaves, car top deflector sheaves, counterweight top deflector sheaves, overhead or secondary sheaves, under slung deflector sheaves, offset deflector sheaves, compensation sheaves, governor sheaves, governor tension sheaves selectors and all escalator drive sprockets, bull gear, tension carriage, and gearbox are to be included in the total cost for this agreement.
2. All costs will be identified as a Capital Cost and detailed as such in the RFP.

11. PRE MAINTENANCE REPAIRS OR PRO RATING EQUIPMENT REPLACEMENT

1. The Company will not accept any pro rating of equipment, nor will it accept pre maintenance repairs. Only equipment that is not covered under this Agreement or has been damaged as a result of vandalism or abuse shall be considered for replacement outside of the scope of this

Agreement.

12 OBSOLETE COMPONENT REPLACEMENT

1. In the event an obsolete component becomes defective and needs to be replaced, The Company will be responsible for the difference in price between the original component and the new replacement component, as well as additional labour required to modify the existing equipment to accommodate the new component.

13. SCHEDULE OF PLANNED MAINTENANCE WORK AND SCHEDULED INSPECTION ROUTINES

1. Routine maintenance for all elevating devices covered under this Agreement shall be undertaken during the following periods:
 1. Routine weekly, semi weekly and monthly maintenance inspections shall be conducted on a consistent and systematic basis.
 2. Annual inspections and testing routines, shall be done within the same time period each calendar year.
 3. Five year inspections and testing routines for all elevating devices shall be scheduled to take place during the same period as noted herein.

SCHEDULE A-3

1. Service Requirements

1. Hoist rope replacements;
 1. Schedule to include at least one set per year.
 2. Additional rope replacements will be scheduled as deemed necessary based on site conditions and rope condition.
 3. All ropes to be changed within five (5) business days at Proponent's expense for first set of ropes per year including overtime. If additional sets are required due to conditions on site, they will be replaced within five (5) business days with additional overtime costs included in the contract.
 4. Cost of such rope replacements shall be identified as a capital cost and breakdown provided to the site.
2. Compensation Rope replacements, maximum of four (4) working days to complete, inclusive of all required overtime costs.
 1. All replacements the responsibility of the Proponent unless clear outside elements can be identified as leading to premature failure.
 2. Cost of such rope replacements shall be identified as a capital cost and breakdown provided to the site.
3. On site labour requirements;
 1. All work to be completed by identified maintenance technician and is exclusive of any/all service repair work for this site
 2. Escalator cleandowns, annually between January 1 to February 28
 3. Hoistway cleandowns, annually between January 1 to February 28
 4. Annual summer standby service for all weekends included within base price of contract.
 5. Standby coverage for Valentine's day and March Break weekends included within base price of contract.

2. Utilization Rate Elevators:

- i. 99.0% (6,485 hours)¹

3. Utilization Rate Escalators:

- i. 99.0% (6,485 hours)

4. Monthly Callback Targets:

1. Passenger Cars SCR (DC Solid State motor drives) geared/gearless<0.25 call per unit per month (3 calls per annum)
2. Passenger Cars VV-MG (DC drives with Motor Generator sets) geared/gearless<0.33 call per unit per month (4 calls per annum)

¹ Based upon weekly operation, 7 days per week of 126 hours per week (8:00AM TO 2:00AM)

3. Escalators – <0.25 call per unit per month (3 calls per annum)

5. Entrapments:

1. Shall not comprise more than 0.5 entrapments per elevator per year.

6. Equipment Performances:

1. Rated Speed Performance:
 1. + 10% / - 5.0% (hydraulic passenger elevators)
 2. +/- 3% (SCR traction elevators)

2. Door Open Times for **HSCO**
 1. 2.0 to 2.5 seconds
3. Door Open Times for **HS2S**
 1. 2.5 to 3.0 seconds
4. Door Close Times for **HSCO**
 1. 2.5 to 3.0 seconds
5. Door Close Times for **HS2S**
 1. 3.5 to 4.0 seconds
6. Nudging response
 - .1 20 to 25 seconds from blocked beam
7. Car leveling:
 - .1 +/- 3 mm under all load conditions (traction cars)
 - .2 +/- 6 mm under all load conditions (hydraulic cars)

7. Average Response Times

- .1 Regular Time Emergency Callbacks under 15 minutes
- .2 Overtime Emergency Callbacks under 45 minutes
- .3 Other Callbacks during Regular Time under 45 minutes
- .4 Other Callbacks during Overtime under 90 minutes

8. Reports and Deliverables

- .1 Callback Report to be delivered every month (12 times per year)
- .2 Entrapment Report to be delivered every month (12 times per year)
- .3 Callback Response Time to be delivered every month (12 times per year)
- .4 Planned Service Work Report to be delivered every month (12 times per year)
- .5 Equipment Utilization Rate Time to be issued quarterly (4 times per year)
- .6 Supervisor's Report to be issued semi annually (2 times per year)

- .7 Capital Planning Report to be issued annual and coordinated with CN Tower's budget cycles
- .8 Audit Report to be issued annual

**Schedule 2
Receipt Confirmation Schedule**

From: [Insert name of Company]
To: Canada Lands Company CLC Limited
Email: rfp2022p06@cntower.ca
Re: RFP No. CNT-2022P06

Proponents are requested to acknowledge receipt of the above-referenced RFP and their intent to submit a Proposal by sending this receipt confirmation by email to the attention of the RFP Coordinator. Proponents submitting this receipt confirmation will be notified of any addendum issued to that RFP, which will be forwarded to the person whose name is identified.

I hereby acknowledge receipt of the above-noted RFP.

(Please check your answer)

I / We DO DO NOT Intend to submit a Proposal to this RFP .

Representative's contact information:

Insert Legal Name of Proponent

Address

City, Province, Postal Code

Phone

Email

Representative's Signature

Full Name of the Representative - Please Print

Title

Date

**Schedule 3
Proposal Checklist Schedule**

This checklist is provided for convenient reference, and is intended to set out the key elements that must be included as part of a Proposal. Proponents must carefully review the RFP to ensure that it has met all RFP requirements – this checklist may not include all details.

Proponents are not required to include this checklist as part of their Proposal.

Yes / No?	Checklist
	Does your Proposal comply with the format requirements at Section 3.2.1 (General)?
	Does your Proposal include completed versions of the forms set out at Section 3.2 (Proposal Contents – Mandatory Requirements and Rated Information)?
	Does your Proposal comply with the technical requirements at Section 3.2.2 (Technical Issues)?
	Have you completed the Mandatory Requirements Checklist Schedule, and included it as part of your Proposal?

Schedule 4
Mandatory Requirements Checklist Schedule

The Proponent should indicate the page number in its Proposal where each mandatory requirement can be found. In the event that the Company determines, in its sole discretion, that any mandatory requirement is not met, the Proposal shall be disqualified.

	Mandatory Requirements	Page #
M1	3.3.1 Mandatory Requirements Checklist Schedule (i.e., this checklist)	
M2	3.3.2 Declaration and Certification Schedule	
M3	3.3.3 Unfair Advantage and Conflict of Interest Statement Schedule	
M4	3.3.4 References Schedule	
M6	3.3.5 Certificate of Compliance Schedule or declaration in the Proposal that a Certificate of Compliance has already been submitted within the past two (2) years and no change of ownership has occurred	

**Schedule 5
Declaration and Certification Schedule**

RE: Proposal dated _____, in response to RFP No. CNT-2022P06

I am duly authorized by the Proponent, including the persons, firms, corporations, and advisors joining in the submission of this Proposal, to execute this declaration and certification. I solemnly declare and certify as follows:

1. Proponent Information

(a) The full legal name of the Proponent is:

(b) Any other registered business name under which the Proponent carries on business is:

(c) The jurisdiction under which the Proponent is formed is:

(d) The name, address, telephone, and e-mail address of the contact person for the Proponent:

2. Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of what is required under the RFP. By submitting its Proposal, the Proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement Schedule, except as otherwise noted, and offers to fully perform the Scope of Work in accordance therewith at the rates set out in the form of the Pricing Schedule submitted as part of its Proposal.

3. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Company prior to the RFP Submission Deadline. The Proponent acknowledges that it is solely responsible to make any necessary amendment to its Proposal based upon the Addenda. The Proponent hereby confirms that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued, by noting "None":

4. Proposal Irrevocable

The Proponent agrees that its Proposal shall be irrevocable for 120 Days following the Proposal RFP Submission Deadline.

5. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of its Proposal to the Company’s advisors retained for the purpose of evaluating or participating in the evaluation of this Proposal.

6. Execution of Agreement

If its Proposal is selected by the Company, the Proponent agrees to finalize and execute the Agreement substantially in the form set out in the Form of Agreement Schedule in accordance with the terms of the RFP.

All capitalized terms herein shall have the meaning ascribed to them in the RFP.

INSERT LEGAL NAME OF PROPONENT

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

Schedule 6
Unfair Advantage and Conflict of Interest Statement Schedule

Prior to completing this Statement, the Proponent is advised to review the definitions of Unfair Advantage and Conflict of Interest set out in Section 2.1 (Definitions) of the RFP.

Check the appropriate box(es) based on which statements below apply:

- The Proponent declares that there is an actual or potential Unfair Advantage relating to the preparation of its Proposal.
- The Proponent declares that there is an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.
- The Proponent declares that it has had **no** actual or potential Unfair Advantage relating to the preparation of its Proposal.
- The Proponent declares that there are **no** foreseeable actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

In the event the Proponent declares an actual or potential Unfair Advantage and/or an actual or potential Conflict of Interest (by marking either of the boxes above), the Proponent shall provide all relevant detailed information below.

The Proponent agrees to provide any additional information which may be requested by the RFP Coordinator, in the form prescribed by the RFP Coordinator. Where, in its sole discretion, the Company concludes that an Unfair Advantage and/or Conflict of Interest arises, it may, in addition to any other remedy available to it at law or in equity, disqualify the Proponent's Proposal, or terminate any Agreement awarded to the Proponent under the RFP.

INSERT LEGAL NAME OF PROPONENT

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

**Schedule 7
References Schedule**

Proponent Name: _____

The Proponent should identify a minimum of three (3) references with respect to its ability to perform the activities contemplated by the Scope of Work, and using the table below. All references should be in connection with work comparable to the activities contemplated by the Scope of Work, and that was completed within the last five (5) years from the issuance date of this RFP.

Reference 1	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 2	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

Reference 3	Proponent Response
Name	
Contact Person	
Address	
Telephone	
Email	
Description of the comparable work	
Date of completion	

**Schedule 8
Proponent Consortium Schedule**

(Check the box corresponding to your answer)

The Proponent, _____, declares that it is responding:
(insert full legal name of Proponent)

alone to this Request for Proposal # CNT-2022P06.

OR

as a member of a consortium, and that it shall assume full responsibility and liability for the work and actions of all consortium members (who are subcontractors to the Proponent) with respect to the obligations to be assumed pursuant to this RFP, provided that the Company shall be entitled to reject a subcontractor and may consent to a replacement.

Information about the consortium, if applicable.

The members of the consortium are: _____

[INSERT LEGAL NAME OF PROPONENT]

Signature of Witness

Signature of Proponent representative

Name of Witness

Name and Title

Date:

I have authority to bind the Proponent.

Schedule 9 Certificate of Compliance

On behalf of _____ **[insert name of Business Entity]** (“Business Entity”), I confirm that:

1. within the past five (5) years, the Business Entity has not been convicted of any offence under any of the following acts (the “Acts”), which has been tried on indictment:

Criminal Code of Canada, RSC 1985, c C-46
Competition Act, RSC 1985, c C-34
Income Tax Act, RSC 1985, c 1 (5th Supp)
Corruption of Foreign Public Officials Act, SC 1998, c 34
Controlled Drugs and Substances Act, SC 1996, c 19
Financial Administration Act, RSC 1985, c F-11
Lobbying Act, RSC 1985, c 44 (4th Supp);

2. all Owners² of the Business Entity are set out in the following list:

Full Name	Type of Ownership	Percentage of Ownership

If an Owner of the Business Entity is an individual, please provide the corresponding email address of each of those Owners:

Full Name	Email Address

3. within the past five (5) years, no Owner has been convicted of any offence under any of the Acts, which has been tried on indictment;
4. Canada Lands Company CLC Limited (“CLC”) is hereby authorized to conduct criminal background checks and other verifications conducted by third-party providers with respect to each of the Business Entity and its Owner(s);
5. the Business Entity will advise CLC of any change in the Owner(s) of the Business Entity that occurs within two (2) years of the date of this Certificate; and
6. the Business Entity acknowledges and agrees that the provision of a false or misleading certification may lead to an immediate termination of the Business Entity’s relationship with CLC and possible disqualification from future business opportunities with CLC.

 Name:
 Title:
 Date:
 I have authority to bind the Company.

² “Owner” means: (a) for a corporation, all shareholders with a minimum 25% legal or beneficial ownership of the corporation’s shares; (b) for a partnership, all general partners and those limited partners with at least a 25% interest in the partnership; and (c) for a sole proprietorship, the individual(s) owning the business.

**Schedule 10
Corporate Overview Schedule**

Please list any assumptions made when answering the questions below.

Proponent Name: _____

Consortium Member Name (if applicable): _____

Item	Proponent Response
Indicate whether incorporated, partnership, sole proprietorship or other	
Private company/public company (exchange listed on)	
Canadian head office location and registered office	
Corporate head office location (if different then above)	
Brief overview of the company background	
Organizational chart, if applicable	
Worldwide sales revenue	
Number of years in business	
Has your company or division been involved in a merger or acquisition in the past five years?	
Financial Viability (Section 3.3.9)	<i>[Proponent to list all attached items]</i> Annual Report Banking Information
Legal Actions (Section 3.3.10)	

Schedule 11
Diversity and Inclusion Schedule

Canada Lands Company is committed to creating a culture that values human dignity, inclusion and a diverse workforce while creating opportunities for personal development and self-fulfilment in the attainment of the Company’s overall mandate.

In order to facilitate this initiative, the following information must be considered and commented on.

Information To Be Disclosed By Proponent	Proponent Response
Does your business track employee demographic data related to diversity and inclusion?	
Does your business have diversity and inclusion policies or guidelines in place? For example: <i>Accessibility</i> <i>Employee Wellness</i> <i>Mental Health Awareness</i> <i>Workplace Discrimination and Harassment</i> <i>Recruitment Strategies</i> <i>Other: (please specify)</i>	
Is your business owned and/or operated by one or more of the following groups? <i>Racialized communities</i> <i>People with disabilities</i> <i>Indigenous (First Nations, Inuit and Métis)</i> <i>Women</i> <i>2-Spirit, Lesbian, Gay, Bi-Sexual, Trans, and Queer (2S+LGBTQ)</i> <i>Other: (please specify)</i>	
Does your business currently employ individuals from one or more following groups? <i>Racialized communities</i> <i>People with disabilities</i> <i>Indigenous (First Nations, Inuit and Métis)</i> <i>Women</i>	

<p><i>2-Spirit, Lesbian, Gay, Bi-Sexual, Trans, and Queer (2S+LGBTQ)</i> <i>Other: (please specify)</i></p>	
<p>Does your business organize or participate in initiatives aimed at promoting diversity and inclusion in the workplace and/or community? For example: <i>Cultural awareness</i> <i>Volunteering</i> <i>Mentorships, etc.</i></p>	

Schedule 12
Greening and Sustainability Schedule

Canada Lands Company is working towards net-zero carbon and climate-resilient operations, while also reducing environmental impacts beyond carbon, including on waste, water and biodiversity. In order to facilitate this initiative, the following information must be considered and commented on.

Information To Be Disclosed By Proponent	Proponent Response
How does this opportunity assist greenhouse gas emission reduction, sustainable plastic usage, and overall benefits to the environment?	
Green House Gas emissions and environmental performance information.	
Plans for reducing the unnecessary use of single-use plastics during the course of the opportunity.	
Plans for ensuring subcontractors are complying with the spirit of this Greening and Sustainability Schedule.	

**Schedule 13
Pricing Schedule**

The Proponent should use the following charts to set out its pricing. Where an item is irrelevant, indicate “N/A” in the space provided. The information listed below is not a complete description. All Proponents should refer to and review the applicable sections in the RFP before responding. In addition:

- a. all prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, profit, permits, licenses, labour, carriage insurance, and warranties, and further shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices shall be quoted exclusive of the harmonized sales taxes or other similar taxes, each of which, if applicable, should be stated separately;
- b. all prices quoted, unless otherwise instructed in this RFP, shall remain firm for the period set out in the RFP;
- c. in the event of any discrepancy in the pricing, the lowest unit price submitted shall prevail.

Proponent Name _____

Part A - Pricing

PERIOD	PRICE
TOTAL COST – YEAR 1	\$
TOTAL COST – YEAR 2	\$
TOTAL COST – YEAR 3	\$
TOTAL COST – YEAR 4	\$
TOTAL COST – YEAR 5	\$
TOTAL COST:	\$

Schedule 14
Form of Agreement Schedule

[See attached]

CONSULTING/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated as of this _____ day of _____, 202__

BETWEEN

CANADA LANDS COMPANY CLC LIMITED
(the "Company")

- and -


(the "Consultant")

WHEREAS:

- A. The Company is engaged in the maintenance of its elevators at the CN Tower (the "Project"); and
- B. The Company wishes to contract with the Consultant for the provision of certain services in connection with the Project.

THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, each of the parties covenants and agrees with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the capitalized terms shall have the following meanings:

- (a) "**Agreement**" means this agreement executed by the Company and the Consultant, including all Schedules, all as amended from time to time.
- (b) "**Compensation**" means the Fees and the Expenses.
- (c) "**Confidential Information**" has the meaning set out in Section 5.1.
- (d) "**Dispute**" means a disagreement arising out of or in connection with this Agreement between the parties and includes any failure to reach agreement where an agreement is required or contemplated under this Agreement, but does not include a disagreement with respect to any matter outlined in Sections 4.3 and 4.5.
- (e) "**Effective Date**" means the date of this Agreement.
- (f) "**EFT**" has the meaning set out in Section 3.6.
- (g) "**Expenses**" means those expenses or disbursements incurred in the performance of the Services as set out in Schedule "B" attached hereto.
- (h) "**Expiry Date**" means the day before the fifth (5th) anniversary of the Effective Date.

- (i) **"Fees"** means the amount of fees that will be charged by the Consultant to the Company for the performance of the Services as specified in Schedule "B" and does not include Expenses.
- (j) **"Indemnified Party"** has the meaning set out in Section 7.1.
- (k) **"Project"** has the meaning set out in paragraph A of the preamble above.
- (l) **"Services"** means the services and deliverables described in Schedule "A" to be performed in accordance with the deadlines contained herein.
- (m) **"Taxes"** means any and all federal, provincial, state, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities in the nature of a tax, including pension plan contributions, unemployment insurance contributions and employment insurance contributions, workers' compensation premiums and deductions at source, including taxes based on or measured by gross receipts, income, profits, sales, capital, use, occupation, goods and services, value added, ad valorem, transfer, franchise, withholding, customs duties, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, fines and additions imposed with respect to such amounts, in all cases imposed by any governmental authority in respect thereof.
- (n) **"Term"** has the meaning set out in Section 4.1.

2.0 SERVICES

- 2.1 Subject to the terms and conditions in this Agreement, the Consultant agrees to provide the Services for the Company.
- 2.2 The Consultant represents that it and its personnel are knowledgeable and experienced in all of the professional disciplines required to properly perform the Services.
- 2.3 Except as otherwise expressly set forth in this Agreement, the Consultant shall provide all personnel, materials, supplies, equipment and other requirements for the timely and proper performance of the Services.
- 2.4 The Consultant shall assign one or more project managers, as appropriate, to the performance of the Services and shall keep the Company advised as to the identity of its Project related manager(s). If the Company becomes dissatisfied, at any time, with the performance of any of the Consultant's personnel, the Company shall notify the Consultant, providing reasonable details thereof, and that person shall be replaced by the Consultant with other suitable personnel as soon as reasonably practical following the Company's request.
- 2.5 The Consultant shall obtain the prior written approval of the Company before retaining any sub-consultants to perform any part of the Services and shall not be entitled to subcontract all of the Services. The Consultant shall be liable to the Company for all actions or inactions of its sub-consultants in the performance of the Services.

- 2.6** The Company may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The fees described in Schedule "B" will be adjusted accordingly by agreement of the Company and the Consultant.
- 2.7** The Consultant will, if requested in writing by the Company, perform additional Services. The terms of this Agreement will apply to such additional Services, and the fees for the Consultant's performance of such additional Services will generally correspond to the fees described in Schedule "B".

3.0 FEES AND EXPENSES

- 3.1** Subject to the terms and conditions in this Agreement, the Company will pay the Consultant compensation comprised of the following for the Services performed in accordance with this Agreement:

- (a) Fees; and
- (b) Expenses;

plus any HST required to be collected by the Consultant from the Company in connection with the Services. The Compensation is the entire compensation owing to the Consultant for the Services and includes all profit and all costs and expenses incurred by the Consultant to perform the Services.

- 3.2** The Consultant shall submit written invoices to the Company for Fees and Expenses payable on a monthly basis, with each monthly invoice being submitted within 15 days following the end of the month to which the invoice relates. Each invoice shall provide adequate details with respect to Fees, including the dates on which Services were provided, as well as adequate supporting documentation with respect to Expenses, including a copy of any third-party invoices for which reimbursement is sought.
- 3.3** Invoiced amounts due will be paid by the Company within 30 days of the date of receipt by the Company of a proper and correct invoice and adequate supporting documents, where applicable or requested. Notwithstanding the foregoing, the Company shall not be required to pay an invoice unless and until the Services billed in such invoice have been provided in accordance with this Agreement and to the satisfaction of the Company, acting reasonably.
- 3.4** The Company may set-off the amount of any claims that the Company may have against the Consultant related to the Consultant's failure to perform, or the improper performance of, its obligations under this Agreement.
- 3.5** The Consultant shall prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Expenses. On request from the Company, the Consultant will make the records available for examination by the Company at any time during regular business hours during the Term and for a period of one (1) year after the Services are complete.
- 3.6** The Consultant agrees that any payments owing to it arising from this Agreement shall be paid to the Consultant via Electronic Funds Transfer ("EFT"), the terms and conditions for which are attached as Schedule "D" to this Agreement. The Consultant acknowledges that it has reviewed and hereby agrees that by executing this

Agreement, the Consultant shall be bound by the terms and conditions set out in the EFT Terms and Conditions and EFT Form as set out in Schedule "D".

4.0 TERM AND TERMINATION

- 4.1 Unless terminated earlier in accordance with the provisions of this Agreement, the term (the "Term") of this Agreement shall commence on the Effective Date and shall, except for those provisions that will continue in effect subsequent to termination, end on the Expiry Date.
- 4.2 The Company may extend the timelines for deliverables and accordingly may extend this Agreement, under the same terms and conditions, for a period of time sufficient to complete the Services. the Company may renew this Agreement as required to complete the Project.
- 4.3 The Company may immediately terminate this Agreement at any time, for any reason, in its sole discretion, by written notice to the Consultant, and the termination shall be effective on the date of the notice.
- 4.4 On termination of this Agreement pursuant to Section 4.3, the Company will be responsible to pay, within 30 days of the date of termination, all undisputed invoices for Fees and Expenses submitted by the Consultant to the Company for Services provided to the date of termination.
- 4.5 The Company may terminate, without prejudice to other rights or remedies, this Agreement if:
- (a) the Consultant is in default of any of its obligations under this Agreement and such default continues after 10 business days' written notice stating the particulars of the default;
 - (b) there is a material breach or non-performance by the Consultant of its obligations under this Agreement, including failure of the Consultant to devote the necessary time, resources, staff and skill to the performance of the Services; or
 - (c) the Consultant becomes insolvent or bankrupt or winds up or ceases carrying on business,

and in such event the provisions of Section 4.4 shall not apply.

- 4.6 Prior to entering into this Agreement, the Consultant provided the Company with a certificate of compliance dated  (the "**Compliance Certificate**"). If the Company, acting reasonably, determines that:
- (a) the Consultant provided a false or misleading Compliance Certificate, or
 - (b) the Consultant or an Owner (as defined in the Compliance Certificate) of the Consultant has been convicted of any offence under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment

the Consultant shall be deemed to have breached this Agreement, which breach cannot be remedied, and the Company shall have the right to terminate this Agreement

immediately upon notice to the Consultant and in such event the provisions of Section 4.4 shall not apply.

The Consultant further covenants to proactively disclose to the Company if the Consultant, or an Owner of the Consultant (as defined in the Compliance Certificate), is convicted of any offences under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment, during the term of this Agreement.

- 4.7 The Company may, at any time and for any reason and in its sole discretion, suspend the performance of the Services by the Consultant, by written notice to the Consultant. The suspension shall be effective on the date of the notice. The suspension of services shall continue to such date as the Company shall specify, in writing (whether specified in the notice of suspension or a subsequent notice).
- 4.8 The Consultant shall have no claims against the Company, of any nature or kind, related to any of the Services not yet provided or performed as at termination of this Agreement and the Consultant will not be entitled to payment for any loss of profits.
- 4.9 The provisions of Sections 4.4, 4.5, 4.6, 4.7 and 4.8 survive the termination of this Agreement.

5.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 The Consultant shall keep confidential all confidential or proprietary (whether so designated by the Company or whether it is by its nature confidential or proprietary) information, data, documentation, designs, processes and techniques (in any medium or form) relating to the Project or to the business of the Company or its affiliates that comes to the attention of the Consultant in the course of performing the Services or arising out of any research and development work conducted for or on behalf of the Company by the Consultant, or is otherwise acquired or developed by the Consultant during the Term (collectively, "**Confidential Information**"). The foregoing restriction will not apply to any information which is (i) independently developed by the Consultant prior to or independent of the disclosure, (ii) publicly available, (iii) rightfully received by the Consultant from a third party without a duty of confidentiality, (iv) disclosed under operation of law to the extent only that disclosure is required by law, or (v) disclosed by the Consultant with the Company's prior written approval. The Consultant shall not use the Confidential Information except in the performance of the Services under this Agreement. If this Agreement is terminated for any reason whatsoever, the Consultant shall deliver forthwith to the Company all documents, records and reports and all other information or data relating to the Services, including all copies thereof, that the Consultant obtained from the Company or otherwise obtained in the course of its own investigations.
- 5.2 All research, reports, data, drawings, site plans, layouts, schematic drawings, surveys, plans and other documentation, material or information (in any medium or form) produced by or on behalf of the Consultant in the performance of the Services and all intellectual property of any nature or kind whatsoever therein are the sole property of the Company and are not to be used by the Consultant for any purpose other than the performance of its obligations under this Agreement. The Consultant waives all moral rights that it has or may have to the intellectual property and hereby undertakes to obtain waivers of moral rights from each of its employees, independent contractors, officers, directors and any others for whom the Consultant is responsible with respect

to the intellectual property. The Consultant shall take all steps reasonably requested by the Company from time to time to perfect or register or evidence the Company's ownership interest in any intellectual property referred to above. The Consultant represents and warrants that none of the Services infringes or will infringe the intellectual property rights of any other person.

- 5.3 The Consultant shall not make any press releases or public statements with respect to the execution, delivery or manner of performance of this Agreement or as to any other matters related to this Agreement or the Services, unless the Company has given its prior written approval to such press release or public statement. The Consultant may not use the name of the Company in connection with any advertising or publicity materials or activities except as expressly permitted by the Company in writing.
- 5.4 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in Article 5.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.
- 5.5 The Consultant acknowledges that the Company is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) and that information provided to the Company in connection with this Agreement may be subject to the provisions of these Acts.
- 5.6 The provisions of this Article 5.0 shall survive expiry or termination of this Agreement.

6.0 NON-COMPETITION AND CONFLICT OF INTEREST

- 6.1 The Consultant represents that it is free of all conflicts of interest with the Company, except those that are expressly disclosed by the Consultant to the Company on the Effective Date. In the event that the Consultant becomes aware of any conflict of interest with the Company during the Term, the Consultant shall immediately provide notice to the Company of such conflict of interest, together with any pertinent details of the same, including when the conflict of interest came into being and when it was discovered by the Consultant.
- 6.2 The Consultant shall not during the Term, directly or indirectly, engage in any business or activity that impedes, competes with or is contrary to the proper performance of the Services.
- 6.3 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in this Article 6.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.

7.0 INDEMNIFICATION AND LIABILITY

- 7.1 The Consultant shall be liable for, and shall indemnify the Company, including its board members, officers, employees, contractors, representatives, and any others for whom the Company is responsible at law (collectively, the "**Indemnified Party**"), from and against, any costs (including reasonable legal fees on a solicitor and his own client

basis), losses, damages, actions and liabilities suffered or incurred by the Indemnified Party arising directly or indirectly in connection with or as a result of:

- (a) any breach, default, negligent act or omission or wilful misconduct of the Consultant, its employees, independent contractors, officers, directors and any others for whom the Consultant is responsible at law in the performance of its obligations under this Agreement,
- (b) any misrepresentation contained within this Agreement; or
- (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Company may be assessed or otherwise may incur under any federal, provincial or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Consultant is an employee of the Company.

7.2 The Consultant is liable and responsible for all applicable Taxes imposed on the Consultant by any governmental authority relating to the performance of the Services by the Consultant and by its employees and independent contractors on behalf of the Consultant and the Consultant hereby indemnifies and holds harmless, and shall indemnify and hold harmless, the Company, from any and all losses, claims, expenses, damages, liabilities, taxes, interest, fines and penalties sought or recovered by any governmental entity, in relation to the foregoing.

7.3 The provisions of this Article 7.0 shall survive expiry or termination of this Agreement.

8.0 PERFORMANCE AND STANDARDS

8.1 The Consultant covenants and agrees that it shall:

- (a) perform the Services in a good and professional manner, diligently, honestly and expeditiously, all designed to achieve completion of the Services in a timely manner;
- (b) perform the Services in accordance with this Agreement and all applicable laws, professional practices, licensing requirements, codes and standards; and
- (c) ensure that the Services are performed by personnel who have the necessary qualifications, skills, knowledge, expertise and ability to provide the Services and who are, where applicable, licensed in accordance with all applicable standards, codes or laws.

The Consultant agrees that failure to perform any of the Services to the standards set out in Section 8.1 shall give to a claim for damages for which the Company may seek compensation, including set off as set out in Section 3.4 against any amounts owed to the Consultant

9.0 INDEPENDENT CONTRACTOR

9.1 The relationship created by this Agreement between the Company and the Consultant is that of an independent contractor. Nothing in this Agreement shall at any time be

construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the Consultant and the Company.

10.0 DISPUTE RESOLUTION

10.1 In the event that one party to this Agreement provides written notice to the other party of a Dispute and such Dispute remains unresolved ten (10) business days after notice is received, then unless the parties otherwise agree, the parties shall commence the following dispute resolution process:

- (a) the parties shall each appoint two (2) managers with settlement authority to meet to discuss and resolve the Dispute. Such a meeting may be in person or by video teleconference and shall occur within twenty (20) business days of the date of notice of the Dispute being received;
- (b) if the managers are unable to resolve the Dispute within five (5) business days of the meeting, the parties shall proceed to mediate the Dispute. The place of mediation shall be Toronto, Ontario and the language of the mediation shall be English. Each party shall propose one experienced mediator. If the parties are unable to agree upon a mediator, the two (2) chosen mediators shall agree upon a third mediator. The mediator(s) shall be chosen within thirty (30) days of notice of the Dispute being received by the other party. The chosen mediator(s) shall establish the rules to be followed by the parties during the mediation; however, in the event of a conflict between the rules established by the mediator(s) and the provisions of this Article 10, this Agreement shall govern. The cost of the mediator(s) shall be split equally between the parties, unless the parties otherwise agree.

10.2 The parties shall continue the performance of their respective obligations during the resolution of any Dispute, including during any period of mediation, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.

10.3 While mediating the Dispute, the parties shall use good faith and endeavor to avoid any business interruption; however, the parties shall reserve the right to refer the Dispute to a court of competent jurisdiction at any time (including during the process of mediation). If one party refers the Dispute to a court of competent jurisdiction, the parties may continue the mediation process, but shall not be obligated to do so.

10.4 Notwithstanding the foregoing, this Section shall not affect and shall not apply to the Company's ability to terminate this Agreement pursuant to Sections 4.3 and 4.5.

11.0 NOTICE

11.1 Any demand, notice, approval, consent or other communication required or authorized to be given pursuant to this Agreement shall be in writing and made or given by email transmission addressed to the party to receive such notice at the address specified below:

TO: **Canada Lands Company CLC Limited**
 290 Bremner Blvd.
 Toronto (Ontario) M5V 3L9
 Attention: Director, Facilities and Engineering
 Email: bmirza@cntower.ca or his successor

with a copy to:

Canada Lands Company CLC Limited

1 University Avenue, Suite 1700

Toronto, Ontario M5J 2P1

Attention: Chief Legal Officer & Corporate Secretary

Email: legalnotice@clc.ca

TO:



Attention: _____

Email: _____

11.2 Any demand, notice, approval, consent or other communication sent by email transmission on a business day during business hours (9:00 a.m. to 5:00 p.m. Eastern Time) shall be deemed to be received on that day. Any demand, notice, approval, consent, or other communication sent by email transmission after business hours or on a weekend or holiday shall be deemed to be received on the next business day. Either party shall be entitled to change its address for notice to another address by notice in writing to the other.

12.0 INSURANCE

12.1 The Consultant shall obtain and maintain throughout the Term and for two (2) years after the Term, either by way of a new policy or by endorsement to an existing policy, the insurance coverage described in Schedule "C" attached hereto. Notwithstanding the foregoing, the Consultant is only required to maintain the insurance coverage described at 1.1(a) of Schedule "C" throughout the Term.

12.2 The Consultant shall also maintain such workers' compensation insurance as may be required by the applicable workers' compensation laws, covering all persons employed by the Consultant to perform the Services. At any time during the Term, the Consultant, on request, shall provide evidence and compliance by the Consultant with such legislation.

12.3 The provisions of Sections 12.1 and 12.2 shall survive termination or expiration of this Agreement.

13.0 GENERAL

13.1 The Consultant acknowledges and agrees that it was advised by the Company to seek independent legal advice regarding this Agreement and that the Consultant has had the opportunity to obtain the same.

13.2 The following principles of interpretation will apply to this Agreement:

- (a) Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include firms, corporations and any other legal entities;

- (b) The laws of the Province of Ontario and the laws of Canada applicable therein shall govern the interpretation of this Agreement and the parties hereby attorn solely to the jurisdiction of the courts in the Province of Ontario;
- (c) If any of the terms or conditions of this Agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected; provided, however, if the invalid terms or conditions are essential to the rights or benefits to be received by any party, the parties shall use reasonable efforts to negotiate acceptable substitutes. If acceptable substitutes are not agreed to, a party adversely affected by the invalidity shall not be prevented by this Section from advancing any rights to claim frustration of contract or other similar remedy;
- (d) No action, or failure to act by a party shall constitute a waiver of any right or duty of that party under this Agreement except as specifically agreed to in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided;
- (e) This Agreement shall, when duly executed, supersede and replace all other existing agreements between the parties with respect to the subject matter. There are no representations, warranties or agreements, either written or oral, which are binding on the parties relating to the subject matter and which are not contained, or referred to, in this Agreement;
- (f) The Consultant shall not assign, delegate or subcontract this Agreement or any part thereof to another party without the prior written consent of the Company, not to be unreasonably withheld. the Company shall have the right to assign its interests under this Agreement to any party on written notice to the Consultant;
- (g) Except to the extent otherwise expressly provided, the duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall not operate to limit any duties, obligations, rights and remedies otherwise imposed or available at law;
- (h) This Agreement shall enure to the benefit of and be binding on the parties of this Agreement and their respective successors and permitted assigns;
- (i) Amendments to this Agreement shall require the agreement of both parties and shall be in writing;
- (j) Time is of the essence;
- (k) A reference to dollars means lawful money of Canada unless stated otherwise;
- (l) Schedules "A", "B", "C" and "D" are incorporated into and form part of this Agreement;

- (m) Inspection and acceptance of the manner of performance, or a product resulting from the performance, of any of the Services by the Company or anyone acting on the Company's behalf shall not be deemed to waive rights related to any failure by the Consultant to comply with this Agreement;
- (n) Any reference to "days" in this Agreement shall be construed as a reference to calendar days, unless otherwise provided;
- (o) Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure": acts of God or the public enemy, embargo, war, fire, flood, earthquake, strike, lock-out, terrorist attack, epidemic, abnormal weather conditions, or other calamity or cause beyond the reasonable control of the affected party; however, neither party shall be entitled to the benefit of the provisions this subsection (o) if the delay was caused by lack of funds, or with respect to a delay in payment of any amount or amounts due hereunder;
- (p) In the event that the term "Consultant" includes more than one person, each of them shall be jointly and severally liable to the Company for all of the Consultant's obligations hereunder;
- (q) The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.
- (r) It is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or any benefit arising therefrom; and
- (s) This Agreement may be executed in any number of counterparts and delivered electronically, and each counterpart will be deemed an original and the counterparts will, together, constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement as of the date first written above.

CANADA LANDS COMPANY CLC LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Corporation.



Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

Schedule "A"

Services

The Services shall consist of maintenance services for the elevators at the CN Tower as set out in this Schedule:

1. DEFINITION OF TERMS

1. **Average response time** shall be the elapsed time recorded from the time a request for callback service is placed with the Consultant's answering or dispatch service, until the Consultant's field technicians arrive at that unit to commence the required remedial actions.
2. **Callback** shall refer to any incidence, entrapment, or other occurrence where the Company has reason to advise the Consultant to address and correct any specific operating concern, malfunction or problem relating to an elevating device. Complaints about unfounded noise, and "customer related" incidents such as improper key or switch activation by personal other than the Consultant shall not be considered as callbacks. If a call is placed to the Consultant, and in response the Consultant finds the elevator "running on arrival", the incident is to be deemed a callback given that some issues are elusive. The onus will be on the Consultant to prove that the occurrence was not a callback. Where an elevator is remotely monitored by a Consultant and the Consultant responds to a unit that is not providing service this situation will be deemed a callback even though the call was not telephoned in by site personnel. In all such cases, if there is a dispute as to whether an incident was a callback or not, the decision of a qualified elevator Consultant as retained by the Company shall rule.
3. **Callback Site Average Target** represents the sum of the callback targets for these elevating devices divided by the total number of elevating units at the Company.
4. **Code** shall be understood to refer to the latest edition of the CAN CSA B44 Elevator and Escalator Safety Code, applicable provincial regulations, local ordinances, by-laws and other mandated directives that affect the use, operation, safety, maintenance procedures, record keeping and all other aspects relating to the elevating devices covered under this Agreement. It shall be understood that the TSSA's Elevating Devices Code Adoption Document Amendment 250/11 shall apply to the requirements of this Contract.
5. **Critical elevator** shall be any unit as defined by the Company to be important to overall function and operation of the Site. Note, while all elevators are "critical" to a building, there may be one or more elevators where loss of functionality may have serious ramifications.
6. **Elevating devices** shall be understood to mean the various freight elevators, passenger elevators, service elevators, dumbwaiters, handicapped lifts and escalators as contained within the Company as covered under this Contract Agreement.
7. **Emergency callback (Elevators)** shall be understood as any callback in response to evacuate trapped passengers, to return to service any critical elevator, or to respond to a call for service, if elevator E5 is shutdown or if two (2) or more of elevators in the group E1 to E4, E8 & E9 are shutdown at the same time.
8. **Emergency callback (Escalators)** shall be understood as any callback in response to return to service any escalator. If any escalator cannot be returned to service by the overtime service technician, said technician shall advise Building Security, ensure the escalator is made safe and advise his immediate supervisor of the need for an escalator service crew to be onsite at the start of the next business day.
9. **Entrapments** shall refer to any instance where an elevating device shuts down, or otherwise fails to operate normally and results in a person or persons being trapped inside the enclosure of the device, requiring the assistance of specialized forces (i.e. technicians, site

security or emergency personnel) to effect their release. Note that in circumstances where a person or persons are trapped and manage to free themselves, the incident is still to be deemed an entrapment.

10. **Maintenance procedures** shall refer to the provision by the Consultant of all tools, equipment, services, labour, engineering, testing, inspections, quality control, supervision, record keeping, service work, parts and other necessary repair and maintenance efforts as required to ensure the long-term operational reliability, utility, and life cycle performance of the elevating devices as covered by this Agreement.
11. **Performance criteria** shall refer to the series of equipment operational requirements and Consultant service qualitative benchmarks as set out within Section 14930 of this Agreement.
12. **Provincial regulators or Authorities Having Jurisdiction (AHJ)** shall refer to the provincial safety regulatory body charged to regulate and monitor ongoing safety with respect to the design, installation, servicing and maintenance of elevating devices covered under the B44 Elevator Safety Code. In the case of these elevating devices the AHJ shall be deemed the Technical Standards and Safety Authority, Ministry of Labour, and Fire Marshal of Toronto.
13. **Scheduled repairs** shall refer to any corrective actions as required to replace defective, worn or damaged components that involve the planned or previously scheduled corrective action and removal of the equipment from normal service. Such repairs will have been previously scheduled and reviewed with CN TOWER prior to the unit being taken out or removed from normal service and the work being carried out.
14. **Service representative(s) Local and Regional** shall refer to the individuals employed by, or working on the behalf of the Consultant, who shall be the lead contact person for the Company to review such items as service quotations, invoicing, upgrade proposals, callback reports, and who shall be the regular or lead representative of the Consultant in all other dealings with the Company.
15. **Site** shall refer to those lands and buildings that comprise the Company and its surrounding lands.
16. **Supervisor(s)** shall be the Consultant's representative responsible for all technical forces and maintenance personnel. This person shall be in the direct employ of the Consultant, and shall be assigned to advise the Company of scheduled repairs, reasons for callbacks, equipment operational problems, site staffing, issues relating to the performance, attitude or deportment of service technicians and other field related issues affecting the Consultant's operation.
17. **Unscheduled repairs** shall refer to any corrective actions as required to replace defective, worn or damaged components that were not planned or previously noted as requiring corrective action. Components requiring replacement shall have been worn or damaged through normal use of the equipment. Such repairs will entail the elevating device being removed from service without the planned prior approval of the Company.
18. **Utilization time** shall refer to the extent or amount of time an elevating device is to be available for normal passenger, materials transport, or other Operations use. It shall be based upon the following formula that determines the total annual operational time (52 weeks * 168 hours per week), or 8,736 hours per year, based upon a 24 hour per day operation.
19. **Utilization rate** shall be a percentage of this total annual operational time that the elevating device is available for normal operation. The difference between the total annual operational time and the specified utilization time shall reflect operational time lost to any form of

maintenance procedure, reflective of the specific requirements of the respective elevating devices. This is identified by group in section 14930

2. ELECTRICAL CIRCUIT DRAWINGS AND MANUALS

1. The Consultant shall be responsible to furnish and/or maintain all required electrical circuit drawings, manuals, technical information and all other related information and details as required to properly maintain and service the elevating devices for which the Consultant is awarded service. Two complete sets are to be maintained, one set on the Site and one set in the Consultant's office.
2. Where electrical circuit drawings already exist on Site, the Consultant shall be responsible to update and keep current all circuit drawings. Any and all circuit modifications, changes and additions shall be shown in red or other readily distinguishing colour on all circuit diagrams and drawings. Drawings shall be protected either by lamination or by mounting to backboard and placed behind protective cover.
3. Where elevator drawings are generated electronically for any purpose in addition to the criteria given above, an electronic copy will be forwarded to the Company.

3. CONDITION OF EXISTING EQUIPMENT

1. The Consultant shall be responsible to assume maintenance responsibilities for all equipment as covered under this Agreement, without pro-rating to exception, unless such exceptions and pro-rating requirements are defined in the form of tender.

4. EQUIPMENT PERFORMANCE PARAMETERS

1. Elevator equipment operating performances shall be regularly adjusted and set up to maintain the performance parameters as itemised for each respective unit found within PART 3, Section 14930. Within this article the Company confirms the terms and definitions of the various performance parameters.
 1. Rated Speed Performance – Recording of elevator operating speed, regardless of direction and irrespective of car loading, up to its design maximum. It is understood that each installation can have a differential between actual and rated speeds. Rated speed performance shall set out the maximum deviation, usually expressed as a percentage of car rated speed, within which the subject installation(s) must operate.
 2. Flight Time Performance – Flight time is measured from start of door closing on one typical floor until car stops level at adjacent floor and doors have reached their three quarter's open position.
 3. Door Open time is measured from the start of door opening sequence until the door has reached its fully open position.
 4. Door Close time is measured from the start of door closing until the door has achieved full closure.
 5. Door hold time, also known as car delay or nudging time, is the total elapsed time the door can be held open by activation of a protective device before the doors start to close independent of protective device and a loud warning buzzer on the car sounds.
 6. Hall call dwell time is measured from the time the doors are fully opened until they start to close after responding to a hall landing call.
 7. Car call dwell time is measured from the time the doors are fully opened until they start to close when the elevator responds to a car call.

8. Main Lobby dwell time shall be the elapsed time the elevator doors remain in their fully open position when the elevator responds to a hall landing call at the Ground or main loading passenger lobby.
9. Brake-to-Brake Time Performance. Time is measured from the moment the brake lifts until it drops under normal stopping conditions, with the elevator traveling between adjacent typical floors, regardless of direction.

5. DEFECTIVE WORK

Without limiting the generality of the Consultant's obligations under this Agreement:

1. The Company reserves the right to correct any equipment or maintenance deficiency items and to deduct the costs associated with such repairs from the monies owing to the Consultant, whenever the Consultant fails to complete the necessary corrective actions within 30 days in accordance with Section 3.4.
2. The Company reserves the right to withhold payment in the event of non-performance on the part of the Consultant, once non-performance has been defined or determined by a professionally qualified unbiased third party as retained by the Consultant in accordance with Section 3.4.
3. The Company reserves the right to pay the Consultant for only the portions of the work completed, when outstanding deficiencies are still found to exist as determined by a professionally qualified unbiased third party.
4. The Company reserves the right to back charge the Consultant for all damages occurring due to a pit flood condition, where it is found that the pit drain has been clogged or obstructed due to the Consultant failing to keep the pit space free of debris and garbage.
5. The Company reserves the right to back charge the Consultant for all damages and charges incurred due to the actuation of an elevator equipment space fire alarm sensor that has been activated because of elevator equipment mis-operation.
6. The Company shall give at least 7 days notice in writing, prior to taking such actions, unless, in its sole opinion, defective work compromises or affects passenger safety or the safe operation of the equipment.
7. In the event the Company terminates this Agreement, the Consultant shall immediately vacate the Site, relinquishing all access cards, keys, and other materials, plans and specifications and permissions. Failure to do so will see the costs for re-keying and other access reprogramming charges as incurred by the Company deducted from any monies outstanding to the Consultant.
8. In the event the Company terminates the Agreement for non-performance on the part of the Consultant, the Company reserves the right to use another equipment contractor to complete all outstanding deficiency items and return the installations to proper working order. Costs related to this work, based upon competitive elevator industry pricing and schedules, will then be back charged to the Consultant.

6. TECHNICAL STAFF

1. Without limiting the generality of Article 8.0 of this Agreement, all work done on the elevating devices as covered under this Agreement must be completed by staff who have current and appropriate provincial certification or working licences. The Consultant shall not use technical staff that do not possess or have in their possession current provincial licensing certification covering the work they are required to perform (i.e., staff charged with servicing escalators shall have sufficient and appropriate working experience on such devices).

2. All mechanics working on the elevating devices as covered under this Agreement must have current certificates, up to date employee work passports, and all other technical certifications and safety training, including working with hazardous materials, fall protection, confined spaces and lock out/tag out training certifications.

7. **COORDINATION WITH THE COMPANY**

1. The Consultant shall co-ordinate with the Company each and every time an elevating device is to be removed from operation for an extended period of time (i.e. more than two hours). This notice involves planned or scheduled maintenance work.
2. Planned maintenance work on site elevators and escalators shall take place as required to suit the operational needs of each site.
3. Annual clean downs of escalators shall take place within the same time period each calendar year.
4. In the event an elevating device cannot be returned to working condition by the time the mechanic leaves the Site, the Consultant shall advise the Company as to the nature of the problem. The technician shall explain why corrective actions cannot be completed at that time, and indicate when the device will be returned to normal operation.
5. The Consultant shall attend regular co-ordination meetings with the Company. At these meetings, the Consultant must be prepared to discuss ongoing equipment operating problems, address call-back performance, and review recurring shut downs and any other item that the Company may require. The frequency of these scheduled co-ordination meetings shall be as determined by the Company at its sole discretion.
6. The Consultant shall not remove more than one elevator simultaneously within any bank or group of elevators at the same time, nor shut down and work coincidentally on two or more escalators, in order to carry out preventative maintenance repairs, without the prior approval of the Company.
7. Where regularly schedule preventative maintenance requires more than one elevator to be taken out of service, this work will be done outside normal working hours and the overtime premium cost for this work will be included within the stipulated monthly price for service.
8. The Company may carry out periodic inspections of its elevating devices to monitor the Consultant's performance of the Agreement. The Company may elect to retain the services of a professionally qualified, unbiased, registered elevating device inspection consultant to carry out these inspections. The Consultant shall co-operate with the Company's inspector, though the Consultant will not be required to assist the inspector in their inspection of the work. Such inspections will take place during the annual clean downs and the contractor is to advise the schedule and coordinate with the inspector.
9. In the event of an incident or accident on an elevating device as covered under this Agreement, the Consultant shall immediately notify the Company and the Provincial Regulators. A detailed written explanation and record of how and why the incident or accident took place shall be submitted to the Company within 24 hours following the incident or accident wherever possible. In the event the investigation of events is still underway 24 hours following an incident or accident, the Consultant shall provide daily updates to the Company as to the progress of the investigation. The Consultant shall assist the Company in its reporting of such incidents/accidents to the regulatory authorities, and shall advise the Company of all regulatory requirements and accident/incident reporting expectations at no additional charge to the Company.

10. Consultant shall not perform any work for any other party on the elevator equipment within the Company without the written permission of the owner.

8. PERSONNEL

1. The Consultant shall only use trained, qualified and registered Class "A" mechanics, in accordance with the experience requirements as set out by the Provincial Regulators, under its regulations. All personnel shall be properly trained and knowledgeable of all workplace health and safety standards including those as set out by *Workplace Safety and Insurance Act* (Ontario), *Occupational Health and Safety Act* (Ontario), the applicable regulations made thereunder and all WHMIS requirements.
2. In the event of booked vacation or sickness, the Consultant shall provide alternative or back up technicians to ensure there are no missed planned inspections or equipment servicing visits. In the event of missed inspections or outstanding maintenance check/inspection sign offs, the Company reserves the right to deduct from monies owing, a proportional amount for services that have not been rendered. This will be based on 25% of the monthly rate adjusted by number of days missed.
3. When designated Site mechanic takes planned vacation, the Consultant must provide the Company with alternate licenced mechanic to be assigned full time to the Company for the duration of the primary mechanic's planned vacation.
4. The Consultant shall also replace designated the Company mechanic for the duration of planned Company training, where such training requires the mechanic to be away off Site.
5. In the event a designated Company mechanic is injured or will miss more than two consecutive days due to injury or illness, the Consultant shall assign a full time replacement mechanic to the Company to ensure the required compliment of dedicated maintenance staff time is always maintained.
6. The mechanic assigned to the Company shall perform normal and routine service and maintenance. Work that requires a "service crew" to complete or perform (i.e. replacement of suspension ropes or a hydraulic elevator's cylinder head packing or escalator clean down work) shall be completed by additional resources, fully trained and equipped to perform such tasks. Such work assignments shall not be done by the dedicated routine maintenance technician. In addition, "sold work" that requires the effort of a technician or service crew to complete shall not be undertaken by the routine maintenance site mechanic. The Consultant must arrange to have such work undertaken using additional resources.
7. The Consultant's personnel shall restrict their movements and duties to areas within the Site that contain elevating devices equipment or are directly related to the performance of their work.
8. The Consultant's personnel shall be provided with uniforms or ready means of identification to clearly establish their identify. At all times, the Consultant's personnel shall maintain a clean and neat appearance.
9. Except for reasons beyond its practical control, the Consultant shall not reassign or change the route mechanic or supervisor as assigned to the Company, without the prior approval of the Company. The Company reserves the right to change or require the transfer of the Consultant's technical or administrative staff that CN TOWER reasonably considers does not serve its interests.
10. In addition to field technicians, Consultant shall also assign a supervisor and service representative for the Site. Should such staff change during the course of the Term, the Consultant shall immediately notify the Company as to the new employees assigned to the roles.

11. To meet the requirements of the *Accessibility of Ontarians with Disabilities Act (AODA)*, the Consultant must agree to comply and to assume its role with regard to providing proper notice for any facility or service of disruptions and must agree to fully co-operate with the Site's management to properly inform those potentially impacted by any and all service disruptions. This shall mean, as a minimum, the posting of OUT OF ORDER signage on each and every elevator landing door on a car that is removed from normal service.
12. In the event of an incident or accident involving one of the elevating devices as covered under this Agreement, the Consultant shall ensure all its personnel shall not be permitted to speak to any individual regarding the incident or accident unless they are CN TOWER representatives, provincial regulatory authorities or emergency personnel (fire and police) working directly on the incident or accident.

9. **SIGN IN/SIGN OUT AND MECHANICS TIME TICKETS**

1. Consultant's technical and supervisory personnel shall sign in/sign out at the time of each site visit, whether callback or regular preventative maintenance. Sign in/sign out, at all times, shall take place at the Company's Operations Office or at an alternative location as defined by the Company prior to the commencement of this Agreement.
2. At the time of each visit, the Consultant's technical staff shall have their time tickets, or electronic recording device signed at the time of the completion of each service visit. Where paper time tickets are used, a copy of the time sheet shall be left with the designated personnel from the Company at the place where signing out occurs. Time tickets for all call-backs shall state the elevating device involved, nature of problem, and work carried out to correct problem. Time tickets for normal service visits shall provide basic outline of work undertaken during service visit. Electronic records shall be transmitted to the designated representative of the Company within 48 hours of each site visit. CN TOWER reserves the right to have a copy of service visit records furnished or transmitted via e-mail to CN TOWER immediately following a service visit, should it so require.

10. **REGULAR HOURS OF WORK**

1. Regular hours of work shall be between 07:00 and 18:00 hours, Monday to Friday, statutory holidays excepted.

11. **CAPITAL OVERTIME REPAIRS AND TESTING**

1. For Capital work included under the coverage of this Agreement involving the extended shut down or removal of an elevating device, the Company reserves the right to require that such work be undertaken outside of regular hours of work. Under such conditions, the Company will pay for the over time premium portion, identified as a capital cost, the amount for which shall be inclusive of all reasonable related travelling charges, expenses and other surcharges, administrative overhead and profit, while the Consultant shall pay for regular time hours and all materials. No additional surcharges will be permitted. Total cost including the portion covered under the contractor agreement shall be identified for the site.
2. As elevator systems are provided with standby power and fire alarm connections, the Consultant shall provide annual testing of elevator fire service and emergency power operation to ensure their respective operations are in compliance with CSA B44 and applicable provincial regulations. .. These quarterly fire service and standby power checks shall be included as part of the Agreement coverage with the cost of such elements identified for accounting purposes. At the conclusion of such tests the Consultant will fill out required documentation confirming the conduct and results of such tests as mandated by provincial regulations, and shall post such forms for each respective car in their elevator machine room.

1. Such testing shall take place at a time and date as defined by the Company. However, it is understood that these tests will take place outside of normal Site operation hours. Cost for attendance, even involving after hours or overtime at such testing will be included in the monthly Agreement sum.
2. Should the elevating devices fail to operate properly, and the faulty operation was caused by an elevating devices component, then the cost for additional after hours tests shall be entirely borne by the Consultant. It shall be understood that such costs shall be limited to the charges associated with elevator field technicians only.
3. Access to the hoistway for others to inspect and test FAID's will be included in the contract at no additional cost to the Company.

12. **SPECIAL WORKING CONDITIONS AND PROCEDURES**

1. Consultant shall conduct all operations in accordance with Site operational procedures and requirements. Failure to abide by these requirements and regulations can lead to cancellation of this Agreement.
2. Provision of parking for maintenance vehicles is the responsibility of the Consultant.
3. At no time shall work within an elevator cab be undertaken with the car and hall doors left in their open position, without the use of a full height protective barricade or barrier and a mechanic attending at that landing. As an alternative to providing a barricade, the Consultant shall ensure such work takes place with the hall doors closed.
4. Control of elevator machine room access keys and or security pass cards shall be maintained under the guidelines issued from time to time by the Company. The Consultant shall be subject to these guidelines as issued from time to time. The Consultant shall be responsible for all keys and security pass cards issued to employees and representatives. If keys or access cards are lost, the Consultant shall be held responsible for all costs to re-key affected areas of the Site, or revise and re-programme security control programs.
5. At no time shall a set of elevator hall landing doors, left in an unlocked condition, be unattended, nor, wherever possible, shall an escalator landing plate or exposed step gaps be left without a technician being present at the device. In the event an escalator is to be left shut down and unattended with steps removed, wherever possible the step band void must be left buried within the truss.
6. Work shall not be undertaken on an escalator without first erecting and securing barricades at the escalator's entry and exit landings. Barricades shall be mechanically locked to the escalator's structure to prevent their ready removal by passers-by. Barricades used for escalators shall have a minimum height of 1.2 metres.
7. The Consultant shall provide and maintain barricades and protective barriers in a good and neat appearance. Design, colour and look of protective barriers shall be first approved for use by the Company. Consultant branding on such barriers is permitted but must first be approved by the Company. Full height barricades shall be used on all elevators where landing doors are required to be left in their open position. The provision of full height barriers shall be the responsibility of the Consultant. Full height shall be understood to have a screening height in excess of 1.83 metres. The Company reserves the right to reject and preclude the Consultant's use of barriers or barricades that fail to meet the expectations and requirements of the Company.
8. Under no circumstances shall an elevating device's safety circuit or a safety related component be jumped out or bypassed, except for equipment testing or troubleshooting purposes. The Consultant shall never leave an elevating device in an unsafe condition, nor allow an elevating device to remain in operation where public safety cannot be assured.

9. Under no circumstances shall the Consultant leave an elevator machine room space where protective guarding has not fully installed or re-installed on all machines and equipment contained within that space unless the impacted units are properly locked out of service.
10. Consultant shall install replacement lamp/bulbs in elevator/escalator pits, secondary levels, car tops and bottoms. Replacement lamps/bulbs for such lighting fixtures will be supplied by the Company.
11. Painting of elevator machine room and pit floors shall be completed at least every two years by the Consultant, unless specifically accepted and agreed to by the Company. The Consultant shall undertake such work during normal working hours, and at times permitted by the Company. Prior to painting, the Consultant shall arrange with CN TOWER provisions for exhausting paint fumes and other special odour control requirements. The Consultant shall paint machine room within the first six months of this Agreement's term, and again every 24 months until the termination date of this Agreement.
12. The Consultant shall be responsible to comply with all directives as issued by TSSA, except for items that are clearly the work of the Company. The Consultant shall be required to file for voluntary compliance where permitted, advising the Provincial Regulators on completed work. Should the Consultant fail to complete work within the stipulated time lines noted in the Provincial Regulator's Inspector report, and additional follow up inspection charges are incurred, the Consultant shall be responsible to pay for all follow up or repeated periodic inspection charges, including punitive additional charges as applied by the authority having jurisdiction, until such time as all work is confirmed to have been completed by the regulatory authority having jurisdiction.
13. Consultant shall advise the Company, in writing, of any conditions affecting access to elevating devices machinery space, or any other environmental factors that may adversely affect equipment operation and reliability. Items of which the Consultant must immediately advise the Company include:
 1. Water infiltration into equipment spaces including machine rooms, secondary levels, elevator pits and escalator truss spaces.
 2. Worn or damaged escalator balustrade / skirt panel condition.
 3. Worn or damaged escalator step treads or cleared risers.
 4. Worn or deformed escalator landing plates.
 5. Excessive or insufficient temperatures within equipment machinery spaces.
 6. Excessive or insufficient humidity within equipment machinery spaces.
 7. Failure of machinery room access door-locking device or self closing feature.
 8. Signs of unauthorised access to elevator equipment hoistway or pit spaces.
 9. Faulty operation of machinery space or pit receptacle.
 10. Faulty operation of machinery space or pit light control switch.
 11. Faulty operation of a fire alarm sensor or related device located within elevating device space.
 12. Blocked or clogged pit drain.
 13. Faulty operation of machinery electrical services, including disconnect switches, emergency power/normal power signal circuits, fire alarm control signals and devices, power receptacles and light control switches.

14. Consultant shall comply with environmental protection requirements as set out below and as supplemented by the Company.

13. **ENVIRONMENTAL SAFEGUARDS AND PROTECTION REQUIREMENTS**

1. All maintenance procedures and work as carried out by the Consultant shall be in accordance with the latest environmental protection and control legislation in effect by provincial or local ordinances or legislation. All maintenance services as performed herein shall also be in accordance with LEED sustainable design requirements and provisions.
2. In addition, the Consultant shall ensure the following conditions and requirements are met at all times during the term of this Agreement.
 1. Hydraulic oil shall only be transported and stored on site in approved containers. No hydraulic oil shall be stored, transported or handled in any manner that contravenes provincial legislation for workplace safety or environmental protection.
 2. Oil soaked rags, mats and other absorbent material shall be removed from site and disposed of in an approved manner, at an appropriately regulated disposal facility.
 3. Solvents, de-greasers, cleaning materials, lubricants, oils and greases shall be stored in their appropriate containers and protectively housed in a designated machine room space or other Consultant storage area as selected by the Company.
 4. Consultant shall provide guide rail column drip pans where lubricated guide rails are required. Consultant shall regularly clean guide rail drip pans and properly dispose of all contents. The Consultant shall be responsible for the provision of all rail oil drip pans.
 5. Consultant shall provide sticky mats at the entry point of all elevator machine room spaces containing electric traction units using direct current drive motors and motor generator sets.
 6. Consultant shall keep elevator pits and machine room spaces in a clean condition. Consultant shall regularly clean machine room floors and secondary levels of dust and dirt, rope tar, rope filings and other deposits. Machine room floors shall be cleaned and swept free of all dirt and debris. All lubrication spills or leaks shall be cleaned and wiped up. As part of pit cleaning responsibilities, the Consultant shall ensure cover to pit drain shall be cleaned and kept free of debris or other impediments that would block the flow of effluent.

14. **WORKPLACE SAFETY**

1. All work, maintenance procedures and services as provided by the Consultant shall be carried out in strict compliance with the latest provincial standards and regulations as set out for workplace safety, including *Workplace Safety and Insurance Act* (Ontario) and the *Occupational Health and Safety Act* (Ontario) and the applicable regulations made thereunder.
2. The Consultant shall be able to demonstrate and confirm that all employees have participated in and been given safety and WHMIS training, and have been provided with safe working practices information and other related documentation. Consultant safety training program shall be on going.
3. The Consultant shall provide all field staff, supervisors and sales representatives with all appropriate safety equipment, including fall protection equipment, plus lock out and tag out devices. Meters and electrical testing devices shall be properly calibrated and have a minimum Category 4 rating.

4. Where scaffolding and other temporary working platforms need to be erected to perform certain maintenance procedures, the Consultant shall furnish all such platforms and construction and assure that such working platforms have been set up to provide a safe and secure working space.
5. All materials as furnished by the Consultant and as required for use by the Consultant shall have their respective Material Safety Data Sheets (MSDS) kept in a safe location within the Site. MSDS information sheets shall also be provided to CN TOWER for their record and file.
6. Consultant shall ensure all safe working practices relating to electrical equipment (i.e. lock out procedures, use of jumpers, wearing of personal protective equipment, and warnings for the presence of more than one live circuit) are rigidly followed and adhered to by all field technicians.
7. The Consultant shall supply, before commencement of the work of this Agreement, a letter certifying that they comply with the *Occupational Health and Safety Act* (Ontario) and subsequent amendments, as well as WHMIS Regulations and/or any other statutory regulations governing its maintenance procedures and work.
8. The Consultant shall maintain in place all machine room equipment guarding provisions. Where guarding provisions are to be removed for equipment service access, the Consultant shall abide by *Occupational Health and Safety Act* requirements, making sure that the unguarded unit is under control and is safe. The Consultant shall not damage, break or lose equipment guarding. Where such provisions are damaged, lost or deformed by the actions of the Consultant, the Consultant shall repair or replace such guarding at its own cost, to the complete satisfaction of the CN Tower.

15. CALLBACK AND EMERGENCY CALLBACK SERVICE

1. The Consultant shall provide callback service, 24 hours a day, 7 days a week, 365 days a year.
2. Upon receipt of a callback request, the Consultant shall respond within the required call back response time limits as confirmed within this Agreement.
3. Callback response times are expected target intervals. In cases of exceptional weather, labour strife, or unexpected traffic conditions, response times will be expected to increase. However, on an annual basis, fallback response times shall be met.
4. Upon receipt of an emergency callback request, the Consultant shall immediately dispatch a service technician to the call. Emergency callback shall have priority over all other types of callback.
5. For an emergency callback, the Consultant shall be responsible for all labour, travelling time, expenses, surcharges, fees, profit, overhead, and mileage costs, regardless of the time of day, or number of occurrences. Emergency is defined as trapped passengers, if elevator E5 is shutdown or if two (2) or more of elevators in the group E1 to E4, E8 & E9 are shutdown at the same time. Shutdowns must be a result equipment related issues
6. For other callbacks, the Consultant shall be responsible for all costs where such calls occur during normal working hours.
7. Outside of normal working hours, the Consultant shall be responsible only for payments up to the normal hourly working rate except for those units identified as critical units.. The premium portion of all labour charges, including reasonable travelling time, for after hour's non emergency callbacks, will be paid in addition to the monthly Agreement amount by the Company. Under no circumstances will the Company be responsible for additional costs, such as mileage charges, fuel surcharges, and expenses relating to field labour, over and above the identified project hourly rates as confirmed in the Request for Proposal.

8. The Consultant shall maintain a 24-hour answering service to record and dispatch maintenance technicians in response to callback requests. The Consultant shall furnish the Company with telephone number(s) for the answering service. Where the after-hours number is different, the Consultant shall clearly identify the times and days when this number should be used.
9. The Consultant shall be responsible to re-programme hands free phones where the current set up does not directly call into the Consultant's own dispatching service or an agreed third party answering service as retained by the Company. If the Consultant had not previously maintained the equipment, the Consultant shall, within the first 12 hours of the Agreement's start date, have re-programmed all hands free phones that were previously set up to ring out to another elevator service company. The cost for this re-programming shall be included within the monthly maintenance price.
10. The Consultant shall establish with the Company suitable call-back procedures so as to ensure response times are efficiently held to a minimum.
11. CN TOWER shall provide the Consultant with a list of all Site personnel and their telephone numbers whom shall be responsible for requesting emergency callback service.

16. **SITE VISITS**

1. Consultant technicians shall notify site personnel upon arrival at the Site and sign in per Site protocol, whether such visit is a regular preventative maintenance check or a response to a callback request.
2. Prior to departing the Site, Consultant technicians shall sign out of the Site, in addition to obtaining a signature for their time ticket or electronic log. For regular maintenance visits and inspections, signatures shall also be recorded in the elevating devices equipment's log sheets.

17. **REPLACEMENT PARTS**

1. The Consultant shall only use parts that are either genuine manufacturer's parts or components that are approved and proven to be equal to or better than the original part.
2. Where a replacement component proves unreliable or faulty in two equipment installations within the Company, and its failure cannot be attributed to external influences, the Consultant shall replace all such devices as used throughout all elevating devices within the Site.
3. Where substitute or compatible replacement parts are to be used, the Consultant shall provide the Company with written confirmation that such replacements will not adversely affect equipment life, detract from its performance, or impact system or component safety.
4. The Consultant shall comply with the requirements of B44 Elevator Safety Code regarding certification of non original replacement parts.

18. **ELEVATING DEVICES MAINTENANCE LOG**

1. The Consultant shall be responsible for collecting, maintaining, and updating all test and inspection certificates as required by all equipment maintenance standards as adopted by the Provincial authority having jurisdiction in place at the time of the Agreement. The Consultant may elect to use electronic recording means of maintaining these records.
2. The Consultant shall include machine room testing check chart or leave copies of mechanics time tickets securely fastened to machine room wall. Logs shall contain mechanics' signatures and check offs for all equipment maintenance standards as adopted by the Provincial authority having jurisdiction in place at the time of the Agreement tests and inspection routines.

3. Where electronic recording is used, the Consultant shall submit at intervals of no more than three months, hard copy records of all test certificates and other log book information to the Company.
4. The Consultant shall submit to the Company, within 24 hours of a request to do so, hard copies of all logbook certification records and maintenance documents.
5. At the discretion of the Company, and consistent with the applicable Provincial regulations, the log book may be maintained at the primary security desk of the Site.
6. At the termination of this Agreement, the Consultant shall provide CN TOWER with hard copies of all records, charts, certificates and any other items as recorded in the elevating device logs.

19. **STRIKES AND LOCKOUTS**

1. In the event of a strike or lockout, the contractor shall ensure that all labour required to maintain the equipment to the standards as noted will be provided, meeting their contractual obligations. In this case, with mutual agreement, no reductions in the maintenance pricing shall occur. In the event of a protracted dispute where service reductions occur, and with mutual agreement, the following process shall be implemented.
2. In the event of a labour dispute such as a strike or lockout amongst the Consultant's maintenance technicians, the customer reserves the right to reduce the monthly Agreement price in accordance with the following formula:
3. 20% reduction in the Agreement Price for each elevating device in operation.
4. 30% reduction in the Agreement Price for each elevating device that is shut down.
5. The above reductions shall not be applied in the event the Consultant is able to provide full maintenance coverage during the strike period in accordance to the code.
6. During such periods, the Consultant shall, using qualified supervisory and office personnel still provide call back maintenance services, including 24 hour emergency response service throughout the duration of any labour strife period. It shall be the responsibility of the Consultant to ensure that during such labour disruptions, only qualified supervisory personnel, having current EDMA certification, will respond to call backs and be engaged in release of trapped passengers.
7. Reductions shall be pro-rated within any monthly period, based upon the commencement date of the labour dispute, and its duration.

20. **EXCEPTIONS**

It shall be understood that the Consultant shall not be responsible for repairs and equipment replacements necessitated by unintended use, flooding, fire, smoke, vandalism, or overloading.

21. **ADDITIONAL WORK**

1. The Consultant shall not undertake any equipment repairs, replacements or readjustments greater than one (1) hour in duration during normal working hours and greater than two (2) hours in duration after hours and on weekends (including travel time) that are not covered under this Agreement without first obtaining proper authorisation from CN TOWER.
2. In order to assist the Company in authorising such work, the Consultant shall first advise CN TOWER on the nature of the problem. The Consultant shall clearly show why such work is

excluded from the coverage of this Agreement and indicate how long it will take to complete the necessary corrective action. Finally, the Consultant shall confirm an estimated cost to complete such work.

3. The Company shall furnish the Consultant with a list of staff who are authorised to issue instructions regarding additional work. The Consultant shall then be responsible to ensure no work is undertaken without first obtaining proper written approval from the Company's designated authorities.
4. The Company reserves the right to obtain competitive quotes from qualified elevator service and maintenance companies, should it determine that pricing as submitted by the Consultant is not in keeping with market place conditions, or does not reflect fair value for the work required. In such instances, the Company will advise the Consultant, giving it the option of revisiting its service work proposal, failing which, the Company shall then award the work to another service provider, without penalty or claim on the part of the Consultant. Under such conditions, the Consultant shall cooperate with the alternate service work supplier.

22. REPORTS AND AGREEMENT DELIVERABLES

1. As part of the scope of work of this Agreement, the Consultant agrees to furnish the following documentation and reports as part of the required maintenance procedures (frequency given in brackets).
 1. Callback reports (monthly).
 2. Passenger entrapment reports (monthly).
 3. List of major service work undertaken (monthly).
 4. List of future or planned service work to be undertaken (monthly).
 5. Supervisors' inspection report (semi-annual).
 6. Equipment audit and recommended future modifications report (annually co-ordinated with the sites budget cycle).
 7. Consultant shall provide a callback summary report showing all callbacks for all units, showing current year by month, and the previous year's average.
2. The frequency of these submissions is to facilitate the timely tracking of service issues and technical trends. The Consultant shall file and present all such documentation in accordance with this schedule, or as per any subsequently modified schedule as signed off and agreed to by the Company.
3. Reports for callbacks, passenger entrapments and hall call assessments shall include supporting data, including a summary and assessment of the raw data and operating histories of the information as collected. Submission of raw data alone will constitute a failure to comply with the reporting requirements of this Agreement.
4. The Consultant shall attend meetings with the Company and project consultants to review status of all reports, callback history, and site service issues on the basis of a minimum of twelve (12) meetings per year at a location as directed suitable by the Company.
5. All consultant reports shall be completed by the Consultant within 90 days of receipt of said report, or within a mutually agreed upon time frame.

23. AGREEMENT ESTIMATED DAMAGES FOR LOSS OF USE AND MISSED MAINTENANCE

1. Consultant is expected to maximize equipment operational performance and reliability.
2. Consultant is required to minimize equipment operational downtime. Failure to attain

operational reliability imposes hardships on building occupants and damages tenant and visitor relations. Failure to meet the mandated governmental safety inspections and to address safety shortcomings as identified by governmental inspectors puts the Company at risk in terms of meeting its governance obligations. Except for reasons beyond the reasonable control of the Consultant, the Consultant and the Company agree the following represents reasonable minimal damages for such failures and will be applied by the Company as follows:

1. For loss of use of an elevating device unit for a period of more than two weeks, the Consultant shall reimburse CN TOWER one month's unit maintenance cost for the unit's shut down.
 1. A monthly credit shall continue to be applied for every additional two weeks the unit remains shut down.
 2. Such fees will be applied when the reason for the extended shut down is the direct result of wilful negligence or inaction on the part of the Consultant or the Consultant's failure to muster the resources to determine the nature of a technical problem and the elevating unit sits idle while the Consultant continues to fail to identify the issue.
 3. No offset would be applicable if a technical issue is promptly identified and parts or software ordered and installed in a prompt efficient manner notwithstanding that a unit could be down for more than two weeks.
2. In the event the Consultant is found to be late on the completion and sign off of mandated annual and/or five year maintenance checks, the Consultant shall reimburse the Company for the cost of one month's maintenance for each unit found to have outstanding or missed tasks. Upon notification of such missed maintenance, for each additional week that the Consultant delays in completing these outstanding tasks, an additional month's maintenance fee shall be applied.

1. MAINTENANCE INTENT

1. The Consultant is required to provide sufficient preventative maintenance coverage so as to ensure trouble free operation and to prolong the effective operating life of each installation and its various components.
2. The Consultant shall ensure that the Copmany long term equity in these elevating devices as covered under this Agreement shall not be diminished or adversely affected in any way.
3. The Consultant is required to keep each installation operating at its optimal design peak, in accordance with the instructions, guidelines and maintenance procedures as set out by the original equipment manufacturer and/or as confirmed in Section 14930.
4. The quality, performance and operation of each elevating device shall not be degraded, adversely adjusted or modified. The Consultant shall be responsible to keep operational performance within the limits as defined herein.

2. DESCRIPTION OF WORK

1. The Consultant shall provide the following at no additional cost under the scope of this Elevating Devices Maintenance Agreement:
 1. Regular preventative maintenance, including monthly, quarterly, semi-annual, annual and five year testing and inspection routines as set out herein and as defined in the latest Provincial regulations and requirements.
 2. 24 hour answering service.

3. 24 hour call back service.
 4. Inspection and testing routines as set out herein.
 5. Provision of a copy of the Elevator Maintenance Consultant's Maintenance Control Program (MCP) as required under the code in effect..
 6. Inspection and testing routines as set out in the code and all future updates, except that all elevators shall be provided with monthly maintenance inspections as a minimum. No modifications or adjustments to the stated frequency of such testing will be permitted, unless confirmed at time of Tender.
 7. Provision of elevator call back and Trouble Call Record Log. Call back log to be maintained on site for a period of one year per Provincial regulations. Call back log shall record the following information:
 1. Description and date of each call back or trouble call incident.
 2. Signature of responding service technician and name.
 3. Brief description of corrective action and/or component adjustment or replacements undertaken to address and rectify the call back or trouble call.
 4. Confirmation that unit was returned to service.
 8. Provision of log books for each elevating device to document compliance with the maintenance, examinations and testing activities as required by Provincial Regulations. Log books shall contain as a minimum:
 1. Building name and address in which device is located
 2. TSSA installation number
 3. Consultant's name
 4. Consultant's TSSA Registration Number
 5. B44 Code section, reference or requirement / clause number associated with each maintenance task or inspection routine to be performed
 6. Description of the maintenance task to be performed
 7. Described frequency of the task, as specified by the Maintenance Control Program.
 8. Year and month when task was performed.
 9. Printed name and signature of the mechanic charged with undertaking the task performed.
 9. Provision of suitable replacement parts.
 10. Provision of service crews to undertake major component replacements of equipment inspections or adjustments.
 11. Repair and readjustment of defective parts to ensure proper operation.
 12. Cleaning, housekeeping and lubrication.
 13. Maintaining equipment maintenance logs as required by the maintenance standard as adopted by the Provincial authority having jurisdiction, in place at the time of this Tender and/or as reasonably designated by The CN Tower.
2. The Consultant shall maintain all elevating devices and equipment in accordance with the design parameters as set out herein and as modified in writing from time to time by the Company.

3. The Consultant shall not readjust, modify or otherwise alter any operating parameter that is contrary to the requirements or performances as set out within this Agreement, without the prior written approval from the Company.
4. The Consultant shall schedule and perform all work so as to minimise the disruption and inconvenience to the Company's commercial operations.
5. The Consultant shall maintain locally one complete set of hoist ropes and compensation ropes at its expense for the Site.

3. MAINTENANCE COVERAGE - FULL SERVICE

1. The Consultant shall be responsible at no additional cost to the Company for the repair, lubrication, cleaning, servicing, adjustment and where conditions warrant, the replacement of the following components on all elevating devices covered under this full service type maintenance agreement:
 1. Mechanical, hydraulic, electric and electronic parts and components including machines, motors, generators, windings, rotating assemblies, magnet frames, interpoles, commutators, wiring, terminal interconnections, brushes, brush gear, connections, motor ventilation fans, flywheels, drive sheaves, worms, gears, thrust bearings, pumps, drive belts, deflector sheaves, car and counterweight sheaves, brakes, brake pins, brake linings, brake drums, brake coils, brake springs, linkages, drive belts, drive chains, hydraulic cylinders (not in ground), and pistons.
 2. Governors, safeties, rope grippers, and overspeed devices, governor tension sheave and sheave weights, governor tension carriage, releasing carriage, equalising springs, linkages, rods and switches.
 3. Hoist ropes, governor ropes, compensating ropes and chains, plus shackles, clamps, fittings and equalisers.
 4. Hydraulic oil lines and piping that is not buried, Victaulic couplings, mufflers, isolation fittings, strainers, gate valves, hangers, pipe stands, offsets, bends, transition connections, gaskets, hydraulic head packing, seals, "O" rings, lantern ring, piping and tubing, hydraulic valves, plus collection pans and drums.
 5. Travelling cables, junction boxes, terminal strips and conductor connections.
 6. Electrical conductors and connections as used within the entire elevator installation except for power feeders to the main disconnects.
 7. Car position, speed control and direction of travel devices including selectors, limit switches, tachometers, levelling vanes, reed switches, magnets, vanes, switches, contacts, coils, selector tape, fixed tapes, tape head readers, and all related hoistway and machine room logic systems, transducers and controls.
 8. All controller and dispatching equipment including power supplies, leads, dash pots, transformers, rectifiers, overloads, contactors, contacts, conductors, steppers, shunts, coils, resistors, leads, fuses, condensers, timing devices, time clocks, solid state components, transducers, printed circuit boards, computer and micro computer devices, discreet logic devices and software programmes.
 9. Car door operating equipment including power supplies, controls, resistors, transformers, drive belts, motors, gears, sprockets, speed reducing means, sheaves, air cords, counterbalance weights, relating cables, relays, contacts, fuses, cams, bearings, crank arms, door rollers, car gate switch and contacts, car gate rollers, car door eccentrics and gibs.

10. Car door reopening devices including safety edges, detectors and light rays.
 11. Hall landing door rollers, gibs, eccentrics, safety retainers, self closing devices, interlocks, contacts, interlock operating mechanisms, pick up rollers, pick up rods and linkages, plus hoistway and pit access and car top access provisions.
 12. Hall landing and car door skins, where finished in polished metal, which are damaged or defaced by gib and roller wear, and door misalignment.
 13. All elevating device landing signals and operating controls, including incandescent, PSB and LED indicator lights, position indicator lights, fixture leads and wiring, fuses, contacts, housings, touch button assemblies, faceplates, key switches, push buttons, emergency stop buttons or keyed switches, and direction key switch fixtures, alarm buttons, bells and buzzers and printed circuit cards and other electronic components, intercom units, hands free telephone units, and interconnection wiring.
 14. Car safety devices, car top operating controls, alarm bells, buzzers, plus cab ventilation and exhaust fans.
 15. Car top railings and safety guards (which shall be kept in clean and proper condition. Consultant shall ensure all guard fasteners are kept properly torqued and secured in place).
 16. All hoistway switches, inductors, signals, magnets, encoders, contacts, wiring, connections and fastenings, plus fascia panels, toe guards, pit screens, and hanger covers.
 17. Car and counterweight guides, guide shoe gibs and roller guides.
 18. Escalator drive motors, speed reduction gearbox, brake, chains, sprockets, belts, rollers, step chains, tension carriages, switches, monitoring devices, relays, resistors, coils, contacts, step frames, comb teeth segments, skirt panels (unless damaged due to mis-use or vandalism) newels, handrails, handrail drives, handrail guide channels, key switches, stop button stations, step tracks, step guides, guards, drip pan, truss framework, electrical conduit and connections and wiring.
 19. Car door restrictors and car door locking means.
 20. Car top, plank and pit light bulb replacements. Car frame and platform isolation, load weighing equipment, plus car apron panel.
 21. Remote life safety controls, key switches, indicators and buzzers.
 22. Car rail brackets, fishplates, rail fastening devices and jack bolts. Car and counterweight buffers, including buffer oil, switches, return springs, pit channels and buffer stools.
 23. Compensation guides, hitches, tension sheaves, tension sheave carriage and guide means.
 24. Cab interior battery lighting.
 25. Any other components, signals, switches or devices as required for the operation and control of the elevating device.
 26. Any other normally wearing elevator component parts.
2. The Consultant shall be responsible at no additional cost to the Company for the following tasks:
 1. Quarterly testing of standby power operation and fire recall and fire service operations in all locations where such features are provided. Testing will be scheduled to take place outside of normal working hours.

2. Provide semi-annual hoistway access for others to inspect and test FAID's.
 3. Monthly checking and logging of hydraulic oil levels in all hydraulic elevators.
 4. Monthly cleaning of elevating devices pit spaces.
 5. Twice yearly cleaning of hoistway interior glass panels and exterior car glass panels on observation units.
 6. Monthly access to allow cleaning of elevator glass doors.
 7. Twice yearly car top access for service of HVAC systems by others.
 8. Annual testing of escalator SSPI.
 9. Provision of rail oil drip pans and cleaning of pit floor where lubricated car or counterweight slippers are provided.
 10. Up direction and low uncontrolled movement within the door zone protective devices.
 11. Step chain and drive chain adjustments for escalators.
 12. Adjustment and resetting of controller timer devices as required to accommodate shifts between Standard Daylight Time and Daylight Savings Time.
 13. Furnishing of semi-annual assistance to permit the Company's Structural Engineers to conduct assessments of the interior hoistways structural condition. It shall be understood that such assistance shall be required during normal working hours.
3. The Services shall include all the document and record keeping, including duly certified inspection and testing certificates as required by the maintenance standard as adopted by the provincial authority having jurisdiction, in place at the time of this tender based upon the frequencies as set out under therein, with the exception that minimum maintenance inspections shall be performed on a monthly basis for all elevators and escalators as covered under this Agreement.
 4. The Services shall include all housekeeping and cleaning provisions as required to keep all elevating devices equipment and equipment spaces, such as machine rooms, hoistways and pits, free of dust and debris.
 5. The Services shall include the painting of the elevator machine room floors, pit spaces and machine room control equipment.
 - .1 Machine rooms shall be painted within the first Six (6) months of this agreement, and completed every other year between January and March of each calendar year, or as required due to site conditions.
 - .2 Elevator pit spaces shall be painted within the first six (6) months of this agreement, and completed every other year between June to August of each calendar year, or as required due to site conditions.
 6. The Services shall include the replacement of burnt out light bulbs located on car top, car plank, within elevator pits and escalator working spaces. The Company shall furnish the replacement lamps of the types required and hand these to the Consultant for installation in these areas.
 7. The Services shall include the replacement of all cab lighting control and power devices (i.e. switches, transformers, ballasts, etc.) as mounted or located on the car top, or whose replacement, servicing and modification can only be carried out from the car top.
 8. The Consultant shall confirm monthly the number of man hours provided to the site for preventative maintenance. Average number of hours expended shall be reviewed and allocated in coordination with the Services as required to ensure required hours under this

contract are properly provided.

9. The Services shall include 24-hour answering service for call backs, with 24-hour response to such trouble calls in accordance with the specified time limits. No additional charges or costs, over and above the normal maintenance fee shall be permitted for the provision of 24 hour call back monitoring services and dispatching operations.

4. AGREEMENT EXCLUSIONS

1. Only the following items shall be excluded from the Services:
 1. Elevator cab enclosure including cab ceiling lights, suspended ceiling panels, hang on or applied wall panels, car door skins, strike jambs, transoms, hand rails, flooring, kick plates, reveals, binder strips and sills.
 2. Hall landing or car door panels, frames and sills.
 3. Escalator balustrade panels, exposed guards and exposed decking.
 4. Escalator skirt panels, except where panels are damaged due to step misalignment or the Consultant's failure to properly tension step chains and other guidance means.
 5. Repairs and replacements necessitated by or the result of misuse, negligence or the malicious actions of persons, except for such actions as caused by the Consultant's own personnel.
 6. Water damage, except where caused by the Consultant's own personnel.
 7. Fire and flood damage, except where caused by the Consultant's own personnel.
 8. Failure of buried or inaccessible hydraulic piping and cylinder vessels except where such equipment is PVC protected and subject to warranties provided at the time of installation.
 9. Major cleaning associated with debris and dirt caused by on-going building construction activities.
 10. Damage caused by pit flooding, except where Consultant fails to keep pit spaces properly clean, and refuse prevents pits from proper drainage.
 11. Replacement of missing car licence tags, signal fixture designations, signage plates, or car numbers.
 12. Payment for annual cab licence certificates and their posting.
 13. Provision of additional testing, inspection, or service procedures not in effect or as set out in the maintenance standard as adopted by the provincial authority having jurisdiction, in place at the time of this tender or as described herein.
 14. Elevator guide rails
2. When requested, the Consultant shall submit to the Company, within 48 hours of such a request, written proposals covering Capital repairs and replacements for work **not** covered under this Agreement. Proposals shall identify the nature of the problem, the extent of repair work required and length of time required to complete the work.
3. The Consultant shall not undertake any repair or corrective actions, not covered under this Agreement, without prior written approval of the Company. Otherwise, the cost will be to the Consultant.

5. DESCRIPTION OF WORK ROUTINES AND SCHEDULES - GENERAL

1. The Consultant shall comply with the inspection, maintenance, service work and testing routine schedule as set out in the maintenance standard as adopted by the provincial authority having jurisdiction, in place at the time of this tender or as described herein. The Consultant shall perform these activities in addition to the routines as noted below.
2. The Consultant shall carry out the following checks and tests in accordance with the frequencies as noted below on all elevating devices. Where such tests or inspections uncover a component or part which is worn, defective, out of adjustment or requires servicing or replacement, the Consultant shall perform all necessary remedial work to repair, replace and readjust said component to its proper operating condition in accordance with the limitations as set out in this Agreement. In all cases where unusual noises are heard, the Consultant shall investigate and determine the cause and take immediate corrective action.
3. Activities to be carried out at the time of every service visit are as follows:
 1. Ride elevating device to check for unusual noises.
 2. Check elevating device levelling to ensure proper operation.
 3. Check operation of elevator door protective devices and car door operating buttons.
 4. Check operation of emergency call or alarm buttons and voice communication provisions.
 5. Check operation of in car alarm buzzer and stop switch. Check operation of escalator stop buttons, direction control key switches and the slide of the steps.
 6. Check operation of car and hall position indicators.
 7. Check escalator wellway guards are in place, are firmly affixed to balustrade decking, and are undamaged. (Immediately advise The CN Tower in the event of missing or damaged guards.)
 8. Check machine room and machinery spaces for unusual noises.
 9. Check pits to ensure they are dry and clean. Immediately advise The CN Tower in the event of flooding or pit drainage problems.
 10. Check operation of control and operating buttons.
 11. Correct deficient items as noted during inspection.

4. Activities to be carried out on a monthly basis shall include:
 1. Check elevator and escalator controller components for correct operation.
 2. Clean elevating devices machine room floor and pit spaces.
 3. Verify escalator ridership signage is in place and is not worn. (Immediately notify The CN Tower where signs are missing or defaced beyond the point that they can be readily understood.)
 4. Check oil levels in drive equipment.
 5. Clean pit spaces.
 6. Check operation of up direction over speed safety devices.
 7. Check fuse ratings in controllers and disconnects, replace fuses where ratings to do match posted amperages.
5. At each quarter, the Consultant shall perform the following activities:
 1. Check car and counterweight guides, guide shoes and rollers.
 2. Clean car top.
 3. Check car door operator and door operating equipment. Clean and lubricate operator and door clutch, including pivot points and bearings. Check belts for proper tension and wear.
 4. Check main motor contactors and resistors.
 5. Check operation of hall landing doors and related hardware.
 6. Check operation of safety and protective devices on controller.
 7. Check condition of cylinder head and piston on hydraulic units.
 8. Check car selector tape fastenings, switches and position devices for proper operation.
 9. Fire alarm recall functionality.
 10. Perform all tasks as defined under monthly checks and those quarterly checks as defined herein.
6. Every six months, the Consultant shall conduct the following checks:
 1. Clean all machine room electrical cabinets with vacuum and blower.
 2. Clean and, if required, lubricate car door tracks.
 3. Clean interior side of hoistway glass panels and exterior side of cab enclosure glass panels on all observation elevators.
 4. Check operation of group dispatching, including all related features.
7. The Consultant shall conduct the following activities at least once every 12 months:
 1. Clean down hoistways and all hoistway equipment.
 2. Check of escalator step condition
 3. Check all car operating panel conductor terminations.
 4. Examine travelling cables for wear.
 5. Undertake creep test on all hydraulic elevators and lifts.
 6. Complete escalator clean down.
 7. Testing of escalator skirt step/skirt performance index (SSPI) to verify compliance with SSPI values as set out in the code.

8. Mark and check level of compensation sheave and governor tension sheave on all gearless elevators.
 9. Mark and check level of governor tension sheave on geared elevator.
 10. Check and record all operating voltages and condition of hall landing and car touch buttons. Confirm findings in machine room log book.
 11. Check and record clearances between armature and field coils on all drive motors and motor generator sets having sleeve bearings.
 12. Check and record D. C. loop current and motor generator set motor MEG readings on all elevators having Ward Leonard control.
 13. Check and record rectifier voltage.
 14. Check and record line voltage.
 15. Check and record overloads.
 16. Check and test reverse phase relay switches.
 17. Check and record clearance between counterweight riding buffer and buffer impact plate "pit of counterweight".
 18. Testing of fire fighter's service operation and emergency power sequencing operations.
8. The Consultant shall conduct the following activities at least once every 60 months, but shall complete these tests within the first 12 months following the Agreement commencement date:
1. Full load over speed test of car safeties and car and counterweight buffers.
 2. Overload test of car brakes.
 3. Buffer return test.
 4. Governor pull through test
8. The Consultant shall perform the following activities upon start up of the Agreement, again within 30 months of the Agreement anniversary date and finally within 90 days prior to the end of the Agreement:
1. Check and record car operating performances, including flight times, door operating times, car and hall landing dwell calls, car operating speeds and all other performance items as noted herein. Where actual performances have slipped beyond specified limits as noted within this document,
 2. Carry out all necessary readjustments to attain and maintain the specified performance targets.
 3. Check all car and counterweight guide rail fastenings and bracket supports for proper tightness.
 4. Carry out a general inspection of all major structural components and their fastenings. Include items such as machine and deflector sheave supports, car frame and platform, safety plank and pit steelwork and all connections attached thereto.

6. FREQUENCY OF PREVENTATIVE MAINTENANCE VISITS

1. In accordance with MCP, but with the understanding of ongoing maintenance site staffing requirements as defined within these specifications, with monthly visits as a minimum.

7. MACHINE ROOM PARTS

1. The Consultant shall not store used or replaced components in the machine room after their removal. Such components shall be removed from the Site and properly disposed of by the Consultant.
2. The Consultant shall provide a cabinet in the machine room to house cleaning materials, rags, cotton waste, fuses and other small components to be stored on site.
3. The Consultant shall provide a fire resistant refuse pail for the machine room(s).
4. The Consultant shall keep sufficient quantities of motor bearing oil, grease and other lubricants as required.
5. Unless the Consultant has service vans stored with replacement parts, the Consultant shall maintain in one machine room a store of replacement parts suitable for the equipment as found within the Site.

8. PERFORMANCE CRITERIA

1. The Consultant shall maintain the elevating devices in substantially new condition.
2. The Consultant shall adjust and maintain the elevating devices to meet the performance measurements as noted in herein.
3. Where the Consultant finds existing equipment currently operating outside the stipulated performance benchmarks, immediate readjustments shall be carried out by the Consultant to ensure compliance with the performance settings as noted herein. Such readjustments shall be part of the work of this Agreement.
4. The transition time delay settings for wye-delta timers shall be set in accordance with the specific requirements of the equipment manufacturer.
5. The Consultant shall not revise or readjust any equipment performance setting outside of the ranges as noted herein, without the prior written approval from the Company. The Consultant may apply in writing to the Company to modify the above performance settings; however, such a request shall include supporting documentation to substantiate the reason for altering such performance.

9. REPLACEMENT OF HOIST AND COMPENSATION CABLES (CAPITAL PROJECTS)

1. The following requirements shall be followed whenever the Consultant replaces hoist cables:
 1. Where rouging of hoist ropes is found, the ropes will be inspected, measured and verified by respective parties as to whether they are required to be changed. Following replacement the machine, and all areas within the machine room affected, shall be completely cleaned of rouge dust.
 2. Where Lang's Lay rope is used, the Consultant shall ensure that the ropes are prevented from turning. Where Lang's Lay rope is found, replacement ropes shall also be Lang's Lay type.
 3. The Consultant shall provide counterweight blocking to limit the number of rope shortenings to a minimum.
 4. The Consultant shall provide two ground straps between rope shackle and car crosshead

or dead end hitch plate.

5. Where babbitt shackles or crosbie "U" clips exist and hoist ropes need replacement, the Consultant shall provide as part of hoist rope replacement work new wedge clamp shackles. The Consultant shall use short and long arm shackles, and arrange them in a staggered fashion to prevent adjacent shackles from rubbing against each other. Cost of new wedge clamp shackles shall be included in price for monthly maintenance.
6. Hoist ropes must be replaced proactively. The Consultant shall submit copies of the annual rope inspection reports to the Company to confirm current rope condition and status. Rope replacement programme to be completed within a maximum of five (5) business days, with all overtime borne by the Consultant for one set of ropes per year. Capital cost of such replacement to be identified for the Company accounting use.
7. Unforeseen rope replacements. When encountered, the Consultant shall undertake the immediate replacement of all ropes using an installation schedule that entails 12 hour shifts, with the cost of overtime labour to be borne by the Consultant. Failure to implement such emergency rope replacement efforts shall permit the Company to engage the services of an alternate, qualified Consultant, to undertake emergency rope replacements and then deduct the cost for such work from the Consultant's maintenance invoices. Capital cost of such replacement to be identified for the Company accounting use.
8. The Contactor shall be responsible to maintain for this Site, ropes as purchased by the Company, the following minimum spare ropes. All ropes are the property of the Company and are to be maintained by the Consultant and replaced as used;
 1. One set of suspension ropes of sufficient length to accommodate the elevator with the largest vertical rise. Where the car with the largest vertical rise requires a different diameter or size of design of rope then the Consultant shall provide two sets of spare ropes, one for the unique unit and one for the more common application.
 2. One set of compensation ropes, suitable for the elevator having the largest vertical rise. Where the car with the largest vertical rise requires a different diameter or size of design of rope then the Consultant shall provide two sets of spare ropes, one for the unique unit and one for the more common application.
 3. One set of governor ropes, suitable for the elevator having the largest vertical rise. Where the car with the largest vertical rise requires a different diameter or size of design of rope then the Consultant shall provide two sets of spare ropes, one for the unique unit and one for the more common application.

10. REPLACEMENT OF BEARINGS (CAPITAL PROJECTS)

1. The cost for the replacement of all defective bearings in all motors, overhead deflector, sheaves, car top deflector sheaves, counterweight top deflector sheaves, overhead or secondary sheaves, under slung deflector sheaves, offset deflector sheaves, compensation sheaves, governor sheaves, governor tension sheaves selectors and all escalator drive sprockets, bull gear, tension carriage, and gearbox are to be included in the total cost for this agreement.
2. All costs will be identified as a Capital Cost and detailed as such in the RFP.

11. PRE MAINTENANCE REPAIRS OR PRO RATING EQUIPMENT REPLACEMENT

1. The Company will not accept any pro rating of equipment, nor will it accept pre maintenance repairs. Only equipment that is not covered under this Agreement or has been damaged as a result of vandalism or abuse shall be considered for replacement outside of the scope of this Agreement.

12 OBSOLETE COMPONENT REPLACEMENT

1. In the event an obsolete component becomes defective and needs to be replaced, The Company will be responsible for the difference in price between the original component and the new replacement component, as well as additional labour required to modify the existing equipment to accommodate the new component.

13. SCHEDULE OF PLANNED MAINTENANCE WORK AND SCHEDULED INSPECTION ROUTINES

1. Routine maintenance for all elevating devices covered under this Agreement shall be undertaken during the following periods:
 1. Routine weekly, semi weekly and monthly maintenance inspections shall be conducted on a consistent and systematic basis.
 2. Annual inspections and testing routines, shall be done within the same time period each calendar year.
 3. Five year inspections and testing routines for all elevating devices shall be scheduled to take place during the same period as noted herein.

SCHEDULE A-3**1. Service Requirements**

1. Hoist rope replacements;
 1. Schedule to include at least one set per year.
 2. Additional rope replacements will be scheduled as deemed necessary based on site conditions and rope condition.
 3. All ropes to be changed within five (5) business days at Consultant's expense for first set of ropes per year including overtime. If additional sets are required due to conditions on site, they will be replaced within five (5) business days with additional overtime costs included in the contract.
 4. Cost of such rope replacements shall be identified as a capital cost and breakdown provided to the site.
2. Compensation Rope replacements, maximum of four (4) working days to complete, inclusive of all required overtime costs.
 1. All replacements the responsibility of the Consultant unless clear outside elements can be identified as leading to premature failure.
 2. Cost of such rope replacements shall be identified as a capital cost and breakdown provided to the site.
3. On site labour requirements;
 1. All work to be completed by identified maintenance technician and is exclusive of any/all service repair work for this site
 2. Escalator cleandowns, annually between January 1 to February 28
 3. Hoistway cleandowns, annually between January 1 to February 28
 4. Annual summer standby service for all weekends included within base price of contract.
 5. Standby coverage for Valentine's day and March Break weekends included within base price of contract.

2. Utilization Rate Elevators:

- i. 99.0% (6,485 hours)¹

3. Utilization Rate Escalators:

- i. 99.0% (6,485 hours)

4. Monthly Callback Targets:

1. Passenger Cars SCR (DC Solid State motor drives) geared/gearless<0.25 call per unit per month (3 calls per annum)
2. Passenger Cars VV-MG (DC drives with Motor Generator sets) geared/gearless<0.33 call per unit per month (4 calls per annum)

¹ Based upon weekly operation, 7 days per week of 126 hours per week (8:00AM TO 2:00AM)

3. Escalators – <0.25 call per unit per month (3 calls per annum)

5. **Entrapments:**

1. Shall not comprise more than 0.5 entrapments per elevator per year.

6. **Equipment Performances:**

1. Rated Speed Performance:
 1. + 10% / - 5.0% (hydraulic passenger elevators)
 2. +/- 3% (SCR traction elevators)
2. Door Open Times for **HSCO**
 1. 2.0 to 2.5 seconds
3. Door Open Times for **HS2S**
 1. 2.5 to 3.0 seconds
4. Door Close Times for **HSCO**
 1. 2.5 to 3.0 seconds
5. Door Close Times for **HS2S**
 1. 3.5 to 4.0 seconds
6. Nudging response
 - .1 20 to 25 seconds from blocked beam
7. Car leveling:
 - .1 +/- 3 mm under all load conditions (traction cars)
 - .2 +/- 6 mm under all load conditions (hydraulic cars)

7. **Average Response Times**

- .1 Regular Time Emergency Callbacks under 15 minutes
- .2 Overtime Emergency Callbacks under 45 minutes
- .3 Other Callbacks during Regular Time under 45 minutes
- .4 Other Callbacks during Overtime under 90 minutes

8. **Reports and Deliverables**

- .1 Callback Report to be delivered every month (12 times per year)
- .2 Entrapment Report to be delivered every month (12 times per year)
- .3 Callback Response Time to be delivered every month (12 times per year)
- .4 Planned Service Work Report to be delivered every month (12 times per year)
- .5 Equipment Utilization Rate Time to be issued quarterly (4 times per year)
- .6 Supervisor's Report to be issued semi annually (2 times per year)

- .7 Capital Planning Report to be issued annual and coordinated with CN Tower's budget cycles
- .8 Audit Report to be issued annual

Schedule "B"

FEES AND EXPENSES

[to be inserted based on the Preferred Proponent's Proposal]

Schedule "C"
INSURANCE

- 1.1 The Consultant shall (and shall ensure that its subconsultants shall) pay for and maintain in full force and effect with insurance company(s) admitted/licensed by the Province of **Ontario** or other Canadian jurisdictions to do business in the Province of **Ontario** and rated not less than "A" in A.M. Best Insurance Key Rating Guide, or an equivalent independent insurer rating agency, the following policies of insurance, with deductibles and self-insured retentions being declared and subject to approval by the Company:
- (a) automobile liability insurance covering all licensed motor vehicles owned or leased having a limit of \$2,000,000, inclusive, per occurrence for bodily injury, death and damage to property;
 - (b) all risks property insurance covering all property that is owned, rented or leased and to be used for the performance of the Services for the full replacement cost value of such property;
 - (c) professional errors and omissions liability insurance in an amount not less than \$2,000,000 per claim and in the annual aggregate, and the Consultant must notify the Company if any claims made against this policy erode the policy limits below those required;
 - (d) commercial general liability insurance covering all operations in connection with the Agreement on an occurrence basis with a combined single limit of \$5,000,000, inclusive, for each occurrence for third party bodily injury, including death, personal injury and damage to property, including loss of use thereof and such coverage shall include, but not be limited to, the following:
 - (i) blanket contractual liability;
 - (ii) sudden and accidental pollution liability;
 - (iii) broad form property damage including completed operations;
 - (iv) broad form property damage;
 - (v) cross liability and severability of interest clause;
 - (vi) additional insured endorsement;
 - (vii) non-owned automobile liability; and
- 1.2 Insurance coverage in Section 1.1 of this Schedule "C":
- (a) will be primary to the extent of fault of the Consultant or its subconsultants; and
 - (b) except for the insurance coverage specified in subsections 1.1(a) and 1.1(c), must name the Company as an additional insured and any subconsultants attending at the location of the Project as additional insureds.
- 1.3 To the fullest extent permitted by law, the Consultant hereby releases the Company, its directors, officers, employees and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the life of this Agreement.
- 1.4 The Consultant shall and shall ensure that its subconsultants shall:

- (a) provide the Company with a certificate of insurance for the policies described in section 1.1 within ten (10) business days of the date of this Agreement or prior to commencement of the Services, whichever is earlier, and certificates of insurance evidencing renewal of these policies within twenty (20) business days of their expiry date where such policies expire prior to final completion of the Services;
 - (b) be responsible for the deductibles relating to the insurance proceeds under the required insurance;
 - (c) place all policies with insurers that are licensed to provide insurance in the Province of **Ontario** in a form acceptable to the Company; and
 - (d) ensure that each insurance policy required shall be endorsed to state that coverage shall not be cancelled or materially amended except after thirty (30) days' prior written notice by certified or registered mail, return receipt requested, has been given to the Company. The insurer must provide the Company with notification of any cancellation of any coverage and the Consultant must provide the Company with notification of any major change, modification or reduction in coverage.
- 1.5 If the Consultant, or any subconsultant, fails to furnish the Company with a certificate of insurance for each policy required to be provided by the Consultant or the subconsultant, or if after furnishing the certificate of insurance, the policies lapse, are cancelled or are materially changed, then in every case the Company may, but shall not be obligated to, obtain and maintain such insurance in the name of the Consultant or any subconsultant. The cost thereof shall be payable by the Consultant to the Company on demand, and the Company may at its election deduct the cost from any monies that are due or may become due to the Consultant.
- 1.6 Neither the providing of insurance by the Consultant in accordance with the requirements of the Agreement, nor the insolvency, bankruptcy, or failure of any insurance company to pay any claim, shall be held to relieve the Consultant from any other provisions of the Agreement with respect to liability of the Consultant, or otherwise.

Schedule "D"

ELECTRONIC FUNDS TRANSFER TERMS AND CONDITIONS

These Electronic Funds Transfer Terms and Conditions (the “**EFT Terms and Conditions**”) shall become effective upon execution by the Consultant of the Agreement and upon receipt by the Company of the completed Electronic Funds Transfer Authorization Form (the “**EFT Form**”).

Definitions – For the purposes of this Agreement,

- (i) “**Processing Institution Account**” means the Consultant’s account at the financial institution;
- (ii) “**Processing Institution**” means the financial institution that holds the account to be credited/debited by means of electronic funds transfer;
- (iii) “**Payables Payments**” means amounts receivable by the Consultant (fees and reimbursement of expenses) according to the Consulting/Professional Services Agreement signed between the Company and the Consultant on **[Insert date of the Agreement]** (the “**Agreement**”).

Method of Payment – The Consultant acknowledges that the Company will process all Payables Payments by electronic funds transfer. The Consultant agrees that it will no longer be receiving a paper cheque or a paper explanation of the payment.

In the event that the Company is unable to release one or more payments by way of Electronic Funds Transfer, the Consultant agrees to either a) accept payment by cheque or some other mutually agreeable method of payment; or b) request the Company to extend the payment due date until such time as the Company can make payment by Electronic Funds Transfer.

The Company shall make payment to the Consultant using the banking information provided by the Consultant on the EFT Form. In the event that the information provided has changed, the Consultant shall be responsible to provide the Company with updated information. The Consultant undertakes to inform with sufficient prior written notice to the Company of any changes in the Processing Institution Account information provided in the EFT Form.

Authorization – The Consultant hereby authorizes the Company to deposit or draw on the Processing Institution Account, for the following purposes: a) deposit the Payables Payments according to the invoices submitted by the Consultant to the Company; b) debit the Consultant’s Processing Institution Account if an erroneous remittance was made. The Processing Institution Account that the Company is authorized to deposit or draw upon has been specified by the Consultant on the EFT Form.

The Consultant declares and acknowledges to have contacted its Processing Institution to discuss the implementation of the Electronic Funds Transfer payment with the Company, and confirms that the Processing Institution will be able to accept the payments done through Electronic Funds Transfer on its behalf. The Consultant also declares and acknowledges to pay any and all service charges that its Processing Institution may levy for this service.

Continuing Authorization – This authorization is continuing and the Company may rely on this authorization for all financial transactions relating to the Payables Payments, until the Consultant notifies the Company of any changes in writing.

Revocation & Change – The Consultant may change or revoke the authorization given to process all Payables Payments via electronic funds transfer at any time upon providing ten (10) business days written notice to the Company, using the EFT Form. Revocation of the authorization does not terminate any contract for goods or services that exists between the Consultant and the Company. The

authorization only applies to the method of payment and does not otherwise have any bearing on the contract for the goods or services exchanged.

Erroneous Remittance – In the event of an erroneous remittance, the Consultant acknowledges responsibility for ensuring sufficient funds are available in its Processing Institution Account for the Company to recover the amount. The Consultant agrees to notify the Company and return the funds in full within the 48 hours of receipt without dispute of any erroneous payment. After 48 hours, interest at the rate of ten percent (10%) will apply if the amount is not returned in full. If the Consultant does not reimburse the funds, then in addition to any other remedies, the Company can offset those amounts against any other amounts owed to the Consultant. To ensure accounting integrity, the Consultant agrees to not use these funds to offset other liabilities owing to them.

Liability for uncompleted transfers – If an uncompleted transfer occurs because the Company used the Consultant's information provided on the EFT Form incorrectly, the Company remains responsible for making a correct payment as soon as reasonably possible after being notified of the uncompleted transfer.

If an uncompleted or erroneous transfer occurs because the Consultant's information provided on the EFT Form was incorrect and if the funds are no longer in the control of the Company, the Company is deemed to have made payment and the Consultant is responsible for recovery of any erroneously directed funds.

If an uncompleted or erroneous transfer occurs because the Consultant's information provided on the EFT Form was incorrect and if the funds are still in the control of the Company, the Company shall not make payment until the updated information is provided by the Consultant.

In no event shall the Company be liable for any special, incidental, exemplary, or consequential damages as a result of the delay, omission, or error in the transmission of an electronic payment, even if the Company has been advised of the possibility of such damages. In addition, neither party shall be liable for the act or omission of any financial institution or other party.

Prompt Payment – A payment shall be deemed to have been made in a timely manner as soon as the amount has been debited from the Company's bank account.

Notification – The Consultant hereby waives the right to receive pre-notification of the amount of each pre-authorized debit or deposit authorized by the EFT Form and agrees it does not require advance notice of the amount of the pre-authorized debits or deposits before they are processed.

By executing the Agreement, the Consultant acknowledges that it has reviewed and hereby agrees to be bound by all the terms and conditions set out in these EFT Terms and Conditions.

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM
("EFT Form")

Privacy Notice – The EFT Form collects a minimum set of personal information regarding the Consultant. The personal information is used for enabling the Company for the Electronic Funds Transfer process. Furnishing the requested bank information is voluntary and the Consultant understands that the decision not to do so will require payment by another method. Information collected on this EFT Form will be kept in accordance with the requirements of the *Privacy Act* (Canada).

Effective date : as of the date first written above

Consultant Information

Full Name

Address

City/Town

Province

Country

Banking Information

Institution Number

Account Number

Transit/Branch Number

Bank Name

Bank Address

Acknowledgement and Consent

By execution of the Agreement, we hereby authorize Canada Lands Company CLC Limited to direct payments electronically to the bank account specified here. We have read and accepted the Electronic Funds Transfer Terms & Conditions provided by Canada Lands Company CLC Limited and we represent that the information contained in this Electronic Funds Transfer Authorization Form is true, correct and complete.

We understand and acknowledge that this authorization is effective as of the effective date above and is to remain in full force and effect until Canada Lands Company CLC Limited has received notification of its termination. We agree to submit an updated Electronic Funds Transfer Authorization Form to Canada Lands Company CLC Limited for the cancellation of this authorization or to make any changes to the information provided within this authorization.