



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 698-2008

PROVISION OF ELEVATOR MAINTENANCE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF ELEVATOR MAINTENANCE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 17, 2008.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B6.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.

B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. BID SUBMISSION

B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Prices;

B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

B7.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.

B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.

B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178

B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B8. BID

B8.1 The Bidder shall complete Form A: Bid, making all required entries.

B8.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;

- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a price in Canadian funds for each item for each year of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST), which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt/debar.stm>.
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B10.6 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B10.7 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bids will not be opened publicly.
- B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.
- B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
 - (c) Bid Price;
 - (d) economic analysis of any approved alternative pursuant to B6;
 - (e) costs to the City of administering multiple contracts.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item for each year shown on Form B: Prices.
- B14.5 This Contract may be awarded as a whole or separately by Items 1 through 6, as identified on Form B: Prices. Items 7, 8 and 9 pertain to items 1 through 6 and the Bidder is required to bid on those items regardless of which alternative they choose.
- B14.5.1 Notwithstanding B9.1, the Bidder may, but is not required to bid on all Items 1 through 6.
- B14.5.2 Further to B14.5 and B14.5.1, if the Bidder bids as a whole or separately by item, the Bidder is required to bid on items 7, 8 and 9 also.
- B14.5.3 Notwithstanding B15.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for the item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all

items/locations, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract as a whole.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at http://www.winnipeg.ca/matmgt/gen_cond.stm .
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Elevator Maintenance Service for the period of January 1, 2009 to December 31, 2013.

D2.2 The major components of the Work are as follows:

- (a) 510 Main Street – Council Building (1 passenger elevator & 1 handicap elevator)
- (b) 510 Main Street - Administration Building (2 passenger & 1 service elevators)
- (c) 55 Princess Street (1 passenger elevator)
- (d) 219 Provencher Blvd. (1 passenger elevator)
- (e) 280 William Avenue (1 passenger elevator)
- (f) 700 Assiniboine (1 passenger elevator)

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Stan Russell
Supervisor of Project Services
Planning, Property & Development
Building Services Division
Main Floor – 100 Main Street
Winnipeg MB R3C 1A4

Telephone No. (204) 794-4418

Facsimile No. (204) 986-7311

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. NOTICES

- D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D9. SECURITY CLEARANCE

D9.1 The City will conduct a Level One Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.

D9.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:

- (a) within five (5) Business Days of the Award of Contract; or
- (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.

D9.3 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:

- (a) A completed Form P-608: Security Clearance Check authorization form.
 - (a) Signature of Witness shall be signed by the contact person stated on Paragraph 3 Form A: Bid.
- (b) Identification - driver's license (with photo), birth certificate or social insurance number (SIN).
 - (a) Photocopies of the identification must be legible, signed as true copies and witnessed by the contact person stated on Paragraph 3 Form A: Bid.

D9.4 Any individual for whom a satisfactory Level One Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.

D9.5 Any satisfactory Security Clearance obtained thereby will be deemed valid for two (2) years from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.

- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide identification upon entry to verify they have received a Level One security clearance.

D9.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.

D9.7 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:

Winnipeg Police Service
Division 30
Service Security
Attn: Service Security Officer
151 Princess Street
Winnipeg, Manitoba
R3B 1L1

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D8; and
 - (iv) the security clearances specified in D9.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D11.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D12. SAFETY

- D12.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D12.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D12.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) fire hazards in or about the Work are eliminated;

D13. INSPECTION

- D13.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D13.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D14. ORDERS

D14.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D15. RECORDS

D15.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D15.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D15.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D16. INVOICES

D16.1 Further to C11, the Contractor shall submit an invoice for the Work performed pursuant to each order.

D16.2 Further to C22.2, the Contractor shall submit invoices to the locations designated at the time of ordering.

D16.3 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (d) type and quantity of services provided;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D16.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17. PAYMENT

D17.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D18. WARRANTY

D18.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E2. SERVICE TO BE PROVIDED

E2.1 Work Included

The Contractor shall be responsible for the elevator maintenance service at the location(s) specified on the terms and conditions outlined in the Specifications.

E2.2 The Contractor shall be responsible for ensuring that up-to-date wiring diagrams, manufacturer's manuals, leaflets, and other information relevant to the maintenance of the equipment are in the elevator room prior to the commencement of the service. All wiring diagrams, manuals, leaflets, etc., are the property of the City of Winnipeg and are not to be removed for any reason from the elevator room.

E2.3 Services Provided by the Contractor

E2.3.1 The Contractor shall provide a **FULL MAINTENANCE SERVICE** which the Work shall consist of but is not limited to the following: maintaining the elevator equipment in its original condition, regularly examining, cleaning, lubricating and making **all repairs and replacement parts to the entire elevator equipment**, including within the machine rooms, hoist way, pit, and car top, as outlined in the Specifications. (with exceptions listed in E3.1, E3.2 and E3.3). All Work shall be done in a careful, workmanlike manner, acceptable to the Contract Administrator.

E2.4 Frequency of Routine Scheduled Visits

E2.4.1 In addition to any other Work required, the Contractor shall provide monthly inspections of each elevator in accordance with a pre-arranged scheduled. Do not include scheduled maintenance as part of a call-back.

E2.5 Call-Backs

E2.5.1 In the event that the equipment malfunctions or needs adjustment between scheduled visits, the Contract Administrator shall advise the Contractor and the Contractor shall promptly provide call-back service at all hours of the day, 24 hours per day and 365 days of the year. The cost of all call-backs necessitated by normal wear and tear shall be included in the Contract price.

E2.6 All Work shall be in compliance with the original manufacturer's specification and the latest CAN/B44 Code for elevators.

E2.7 The Work of this Contract is to cover all normal wear and tear to the elevator equipment. Any repairs due to vandalism or operating conditions outside of the normal environment in which the equipment was designed to operate shall result in extra payments under Clause E3.

E2.8 The entire payment for the service to be provided as described In Clause E2 shall be as shown on Form B: Prices.

E3. WORK NOT INCLUDED IN CONTRACT

E3.1 The Contractor shall assume no responsibility for the following items of elevator equipment which are not included in this Contract:

- (a) car enclosures (including removable panels, door panels, car gate bodies, plenum chambers, hung ceilings, light diffusers, light tubes, bulbs and ballasts, mirrors and tile flooring or carpets);
- (b) hoist way gate bodies;
- (c) frames and sills
- (d) buried cable and cylinders.

E3.2 In the event of careless damage (operating conditions outside of the normal environment) or malicious damage (vandalism) being done to the elevator equipment, the Contractor shall first obtain permission from the Contract Administrator before proceeding with any chargeable repairs.

E3.3 Work necessitated by careless or malicious damage, once approved by the Contract Administrator, shall result in extra payments to the Contractor calculated at the prices shown as Items 7, 8 and 9 on the Form B: Prices.

E4. NOTICE OF REPAIRS

E4.1 The Contractor shall provide the Department with as much advance notice as possible of major maintenance repairs for which the Contractor is responsible or which become necessary because of careless or malicious damage including cleaning that has been planned for the elevator giving approximate dates for such Work.

E5. ADJUSTMENTS

E5.1 The Contractor shall examine the equipment and make adjustments as required to maintain contract speed and performance, smooth operation, including operation of groups supervisory control systems. This applies also to all solid state and electronics components.

E6. EMERGENCY POWER GENERATOR SYSTEM TESTING

E6.1 The contractor shall not normally be required to make any tests to the elevator equipment utilizing emergency power supply. Where such supply is available, the testing of the emergency system will be normally undertaken by the City of Winnipeg.

E7. CONTRACTOR'S RESPONSIBILITIES

E7.1 The Contractor shall maintain the elevator equipment herein described on the following terms and conditions as per the original manufacturer's specifications and the latest CAN/B44 Safety Code for Elevators.

E7.2 The Contractor shall be responsible for ensuring that the specified Works herein described, or as otherwise required in current and relevant manufacturer's instruction/manuals are diligently executed and rigidly adhered to, including the required number and frequency of servicing and inspections of the equipment.

E7.3 Labour

E7.3.1 The Contractor shall only use trained personnel directly in his/her employment with proper supervision. The elevator mechanics shall be qualified to keep the equipment properly adjusted and maintained and shall hold a valid limited Electrical License issued by the Department of Labour, Province of Manitoba.

E7.3.2 During the term of this Contract, all personnel employed by the Contractor at these premises shall pass a security check by the City of Winnipeg Police Services, prior to commencement of Work.

- E7.3.3 The Contractor shall immediately upon award, supply to the Contract Administrator, the following data on personnel he/she intends to employ at these premises for the term of this Contract: full name, present address, and verified date of birth, for each employee.
- E7.3.4 The list of names of all persons submitted by the Contractor, for the clearance procedure, must be accompanied by the "Authorization" form supplied by the City of Winnipeg, signed by the prospective employees.
- E7.3.5 Any supervisor or worker not acceptable to the Contract Administrator because of improper conduct or security, shall upon notice to the Contractor, be removed from the location of Work and replaced forthwith unless the Contractor can show valid reason to the contrary.

E8. PERFORMANCE – CONTRACT SPEED

- E8.1 The Contractor shall agree, where applicable, to maintain the original equipment speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and to perform the necessary adjustments, as required, to maintain the original door opening and closing time, within limits of applicable codes.

E9. GROUP DISPATCHING

- E9.1 The Contractor shall, where applicable, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer.

E10. DAMAGE

- E10.1 The Contractor shall be responsible for all damage which may occur to the equipment during this Work, due to faulty or negligent workmanship on the part of his/her employees.
- E10.2 The Contractor shall also be held responsible for any damage caused to the building or its contents which may occur during the Work, where such damage is directly attributable to the use or misuse of equipment or materials of all kinds on the part of his/her employees or for any other type of damage caused directly by his/her employees. Damage shall be made good by new materials as required to match existing Work in kind, quality and workmanship.
- E10.3 The City of Winnipeg reserves the right to withhold any payment due to the Contractor, until such time as damage is repaired to the satisfaction of the Contract Administrator.

E11. MATERIALS

- E11.1 The Contractor shall provide all materials necessary to perform the Service to the Contract Administrator's satisfaction.
- E11.2 The Contractor shall supply **all parts**, except as otherwise excluded, including lubricants, hydraulics fluid and cleaning materials and tools, and have an adequate stock of normal replacement parts in a parts cabinet on the job, so that the mechanic can effect prompt repairs. All parts supplied by the contractor shall be new, unused and of the best quality available.
- E11.3 All materials and equipment supplied in the undertaking of this Contract shall be of the best quality.
- E11.4 All cleaning materials, lubricants and hydraulic fluids shall be supplied and applied in accordance with the original manufacturer's requirements.
- E11.5 All repair or replacement parts and/or components when required, shall be supplied using only genuine original manufacturer's replacement parts or equivalents acceptable to the Contract Administrator. If other than the manufacturer's parts must be used, permission must be obtained from the Contract Administrator in writing and such parts must be C.S.A. Approved

where applicable, in accordance with the original manufacturer's specifications and the latest C.S.A. Code B44, for elevators.

E11.6 N.B. - Current, Material Safety Data Sheets, (M.S.D.S.) must be available on all products on site and be contained in a binder specifically marked M.S.D.S., in each area where chemicals are stored or dispensed. Where a contractor wishes to use a product that does not have a current M.S.D.S., prior written approval must be given by the Contract Administrator and that written approval must be in the binder.

E11.7 Storage

The City of Winnipeg will provide reasonable space for the storage of the Contractor's materials and inventory. Such storage space will be locked to other than the employees of the Contractor, wherever reasonably possible.

E11.8 In providing such space, the City of Winnipeg accepts no responsibility for loss to, or damage of, the material, inventory and other property of the Contractor. The Contractor acknowledges that any insurance policies held, or to be held by the City of Winnipeg, in respect of the Building and contents, will not cover loss or damage pertaining to the Contractor's materials and inventory.

E11.9 Provide a metal waste container in each elevator machine room. Promptly remove from the elevator machine room, car top and pit areas all discarded parts and cleaning materials so as to keep these areas clean and not to create a fire hazard.

E12. CONTRACTOR'S INVENTORY

E12.1 Steel Parts, Cabinets and Wiring Diagrams

The Contractor shall maintain steel cabinets for the orderly storage of replacement parts in the machine room. Original manufacturer's engineering wiring diagrams **must** remain within the elevator room at all times, in compliance with the Department of Labour and Elevator Board Regulations. Upon completion of contract provisions, Contractors shall leave all diagrams within the elevator room, removing only their parts cabinet and contents. Update the wiring diagrams to reflect any changes made to or found in the equipment.

E12.2 Job Material Inventory

The Contractor shall maintain a supply of contacts, coils, leads and generator brushes, lubricants, cleaning materials, and other minor parts in such elevator machine room for the performance of routine preventative maintenance.

E12.3 Spare Parts Inventory – Acceptable Equivalents

The Contractor shall maintain a supply of genuine manufacturer's replacement parts or equivalents acceptable to the City of Winnipeg, in his warehouse inventory. This inventory will include, but is not limited to, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, solid state components, selector tapes, door hangers, rollers hoist way limit switches.

E13. SAFETY

E13.1 The Contractor shall be knowledgeable of and abide by the provision of all legislative enactments, by-laws and regulations in regard to safety in the Province of Manitoba and must be covered by Workers' Compensation, as noted below.

E13.2 The Contractor shall examine all safety devices and governors and shall carry out all required tests and examinations per Section Appendix J to CAN/CSA-B44-00 Safety Code for Elevators. Annually conducted no load safety tests on each elevator shall occur during September/October of each year and shall be recorded on the monthly inspection report to the Authorized

Representative. The Contractor shall provide in elevator each machine room his standard form and shall record all tests and examinations performed in conformance with Appendix J. This record shall be in addition to the log book provided by the Contract Administrator to record the frequency and duration of scheduled visits and call-backs.

- E13.3 If the Contractor deems the equipment to be unsafe to operate, he will make sure that it is inoperative and immediately notify the Contract Administrator. The Contractor shall provide adequate barricades, warning signs, out of order signs and all reasonable protection and shall not leave the premises until steps have been taken to protect the public from all hazards. These provisions shall remain in force until the necessary adjustments or repairs are made to make the elevator(s) safe to operate.
- E13.4 The Contractor shall be responsible for utilizing the services of the Department of Labour, Province of Manitoba, Elevator Inspection Branch, to determine the adequate factor of safety in compliance with the original manufacturer's specifications and the latest C.S.A. Code B44 and all relating standards, under such circumstances where the Contractor is in doubt as to the prudent and safe operation of the equipment.

E14. INSPECTION, TESTING

- E14.1 Inspection, testing and maintenance shall be carried out as outlined in the Manitoba Fire Code, Section 7.2, sub-section 7.2.2 and Appendix J to CAN/CSA-B44-00 Safety Code for Elevators.

E15. INSPECTIONS – REPORTING

- E15.1 The Contractor shall make arrangements with the Contract Administrator, or his approved designate, as to the time and date for all regular inspections. The Contractor's mechanic(s) shall report to the office of the Contract Administrator and make an entry, in a log, as to arrival and departure times and other information as requested. The Contract Administrator, or his designate, shall be witness to such entries. The log shall be provided by and remain the property of the City of Winnipeg.
- E15.2 The Contractor shall provide the Contract Administrator with a record of the Work undertaken during each visit to the building. The standard checklist normally provided by the Contractor may be used, upon approval by the Contract Administrator. The checklist shall be retained within the Building Manager's Office, or the elevator machine room, for review by the Contract Administrator at any time and shall become the City of Winnipeg's property. At the end of each contract year, the Contractor may make a copy of the standard checklist for his own records. Routine Work performed plus all call-back repairs and all items replaced shall be indicated together with the mechanic's signature.
- E15.3 The City of Winnipeg reserves the right to implement its own standard checklist in lieu of the Contractor's, at any time during the term of the Contract.
- E15.4 The Contractor shall submit, to the Contract Administrator on a monthly basis, reports detailing the Work completed in that month's regular maintenance service provision. The reports may be computer print outs or copies of time sheets indicating the pertinent information.
- E15.5 The Contractor shall submit time tickets for each call back detailing the cause of the call back and the action taken.
- E15.6 The Contract Administrator, or designate, shall have access to the elevator room at all times during the period(s) of the mechanic's visitations to observe, or be informed by the mechanic, of potential problems that may arise.

E16. WORK

- E16.1 The Contractor shall be responsible for all maintenance related Work performed during normal business hours for that facility as part of the "Full Maintenance" contract.

E16.2 Emergency Call Back Services - Service Calls

E16.3 In the event that trouble develops between regular examinations, the Contractor shall, upon receipt of notification from the Contract Administrator or Authorized Representative, make every reasonable effort to provide prompt service to perform any necessary adjustments and repairs that may be required.

E16.4 Extra Work

The Contractor shall advise the City of Winnipeg of work outside the scope of this Contract that needs to be done. Extra work outside the scope of this Contract shall only be done upon prior written authorization of the Contract Administrator or his designate.

E16.5 Shutdown of Equipment by Contractor

When any pre-planned Work requires shut down of equipment, or decrease in capacity of the equipment, the Contractor shall obtain permission from the Contract Administrator, prior to commencing the Work, allowing sufficient notice for the Contract Administrator to make the required arrangements.

E16.6 Every effort shall be made, by the Contractor, to coordinate the Work with the Contract Administrator and hold interruptions to service, to a minimum.

E16.7 Changes to Equipment

No changes shall be made, by the Contractor, to the equipment, including circuit changes, without written permission of the Contract Administrator. Where such changes are made, record the changes in a neat manner on the electrical wiring diagrams.

E16.8 Report on Condition of Equipment

The Contractor shall inform the Contract Administrator promptly and confirm in writing, any recognizable hazards, malfunctions or repairs that are necessary either for the protection of the equipment, or for general safety, that are not covered by the Contract.

E17. PERFORMANCE OF CONTRACTOR'S OBLIGATIONS

E17.1 The Contractor represents and warrants that:

- (a) the Contractor and the Contractor's mechanic(s) possess the necessary skills, expertise and experience to perform the Service, in accordance with the provisions of this Contract; and
- (b) the Contractor understands the City of Winnipeg's requirements under this contract and will be able to satisfy these requirements.

E17.2 The Contractor agrees:

- (a) to perform all obligations and provide the Service in a professional manner satisfactory to the Contract Administrator.

E18. SERVICE REDUCTION

E18.1 The City of Winnipeg reserves the right to reduce the number of elevator units under this Contract from service, if it is deemed prudent to do so, at any time within the Contract duration. Such elevator unit(s) will be closed for access and use.

E18.2 In the event that shut down does occur, the reimbursement payable to the Contractor for service to the total number of units, shall be proportionately reduced by the unit(s) being deactivated from service. The decision to deactivate any unit(s) will be subject to a minimum of fifteen (15) days written notice of intent to the Contractor.

E19. NOTICE

E19.1 In regard to emergency call back services, the Contract Administrator may request the Contractor for service by means of the telephone, or any other method, in order that prompt remedial action by the Contractor is achieved.

E20. ELEVATOR LOCATIONS

E20.1 Locations are identified as Items 1 through 6 on Form B – Prices, as follows:

	LOCATION	MANUFACTURER	TYPE AND NO.
1.	510 Main St. – Council Building	Otis	2 Elevators
2.	510 Main St. – Administration Building	Otis	3 Elevators
3.	55 Princess St. – Police Administration Building	Otis	1 Elevator
4.	219 Provencher	Armor	1 Elevator
5.	280 William – Police Administration Building	Otis	1 Elevator
6.	700 Assiniboine	ThyssenKrupp	1 Elevator

E21. RESPONSE TIME

E21.1 Services shall be provided on an “as required” basis available twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.

E21.2 Emergency services shall be provided on a twenty-four (24) hours a day basis and Work crews shall be on site and working within one half hr. (30 min.) from telephone notification. Contractor shall provide, a telephone number at which they may be contacted twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. An answering service is acceptable provided that the Contractor returns calls within fifteen (15) minutes of a message from the City.