



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 733-2005

RENOVATIONS TO ELEVATORS

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 RENOVATIONS TO ELEVATORS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 12, 2006.

B2.2 Bid Submissions 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 GC:3.1, the Contract Administrator or an authorized representative will be available at the Site from 10:00 to 11:00 on January 6, 2006 to provide Bidders access to the Site.

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 D3.1.

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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 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.

B4.4 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.

B4.5 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 Branch 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 Branch internet site for addenda shortly before submitting his Bid.
- 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- 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 shall 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 Submission consists of the following components:

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

B7.2 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.

B7.2.1 Samples or other components of the Bid Submission 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.

B7.3 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.4 Bid Submissions shall be submitted to:

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

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;
- (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 shall be printed below such signatures.

B8.4.2 All signatures shall be original.

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 Submission and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation 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 Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);

B10.2 The Bidder shall be prepared to 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.

B10.3 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 Bid Submissions will be opened publicly, after the Submission Deadline has elapsed, in the office of the Corporate Finance Department, Materials Management Branch, or in such other office as may be designated by the Manager of Materials.

B11.1.1 Bidders or their representatives may attend.

B11.2 After the public opening, the names of the Bidders and their Total Bid Prices as read out (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 Branch 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.4 The Bidder is advised that any information contained in any Bid Submission 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 GC:23.3, 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 shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission 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) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid Submission 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 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 Submission or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

B14.4.1 If there is any discrepancy between the lump sum price written in figures and the lump sum price written in words, the price written in words shall take precedence.

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.

B15.4 Notwithstanding GC:4, the City will issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract, as defined in GC:1.1, in its entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that it is not necessarily attached to or accompany said Purchase Order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Construction Contracts* (Revision 2000 11 09) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Construction Contracts* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Construction Contracts*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Bid Opportunity".
- D1.4 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Bid Submission".
- D1.5 The General Conditions are amended by deleting GC:6.16 and GC:6.17. The City of Winnipeg is now within the jurisdiction of the Manitoba Ombudsman pursuant to The Ombudsman Act.

D2. SCOPE OF WORK

D2.1 Renovations to Elevators

D2.1.1 The Work to be done under the Contract shall consist of Renovations to Elevators located at the Winnipeg Square Parking Garage at 299 Fort Street, Winnipeg.

D2.1.2 The major components of the Work are as follows:

- (b) removal and replacement of two buried hydraulic cylinders;
- (c) upgrading of three elevator cabs.

D2.2 Maintenance of Elevators

D2.2.1 The Contract shall provide maintenance services starting one (1) year from the date of Total Performance to December 31, 2012.

D2.2.2 The maintenance Work shall be done on an "as required" basis during the term of the Contract.

- (a) 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.
- (b) Subject to GC.4.07, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.2.3 Notwithstanding D2.2, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:
Stan Russell
Supervisor of Project Services

Public Works
Building Services Division
Main Floor – 100 Main Street
Winnipeg MB R3C 1A4

Telephone No. (204) 986-4368
Facsimile No. (204) 986-7311

- D3.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. CONTRACTOR'S SUPERVISOR

- D4.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5. NOTICES

- D5.1 Except as provided for in GC:23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid.

- D5.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.3, D5.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

- D5.3 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 Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

- D5.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

SUBMISSIONS

D6. INSURANCE

- D6.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;

D6.2 Deductibles shall be borne by the Contractor.

D6.3 The Contractor shall provide the City Solicitor with a certificate of insurance of each policy, 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.

D6.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D7. PERFORMANCE SECURITY

D7.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D7.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D7.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

SCHEDULE OF WORK

D8. COMMENCEMENT

D8.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

D8.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in GC:6.14;
 - (iii) evidence of the insurance specified in D6;
 - (iv) the performance security specified in D7;
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D8.3 The Contractor shall not commence the Work on the Site before March 1, 2006.

D9. SUBSTANTIAL PERFORMANCE

D9.1 The Contractor shall achieve Substantial Performance by May 31, 2006.

D9.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D9.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D10. TOTAL PERFORMANCE

D10.1 The Contractor shall achieve Total Performance by June 16, 2006.

D10.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D10.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

CONTROL OF WORK

D11. JOB MEETINGS

D11.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D11.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D12. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D12.1 Further to GC:6.26, 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).

WARRANTY

D13. WARRANTY

D13.1 Notwithstanding GC:13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to GC:13.2.1 or GC:13.2.2, in which case it shall expire when provided for thereunder.

D13.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

D13.2 Notwithstanding GC:13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D13.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in GC:13.2 for the warranty period to begin.

D14. RECORDS

D14.1 The Contractor shall keep detailed records of the maintenance services supplied under the Contract.

D14.2 The Contractor shall record, as a minimum, for items 2 thru 11 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.

D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year within fifteen (15) Calendar Days of the end of that year.

MEASUREMENT AND PAYMENT

D15. INVOICES

D15.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for the maintenance Work performed pursuant to each order.

D15.2 Further to D15.1, the Contractor shall submit invoices to the locations designated at the time of ordering.

D15.3 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.

D15.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

D16.1 Further to GC.9.01 and GC.9.03, payment for maintenance services shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

FORM H1: PERFORMANCE BOND
(See D7)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

_____ day of _____, 20____, for:

BID OPPORTUNITY NO. 733-2005

RENOVATIONS TO ELEVATORS

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)
(See D7)**

(Date)

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY - BID OPPORTUNITY NO. 733-2005
RENOVATIONS TO ELEVATORS

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS, STANDARD DETAILS AND DRAWINGS

- E1.1 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.1.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- E1.1.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.1.3 Further to GC:2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.

Renovation of Elevators

DIVISION 1 – GENERAL REQUIREMENTS

HYDRAULIC CYLINDER REPLACEMENT & CAB UPGRADE SECTION 14100

E2. ALL WORK

- E2.1 In all cases where a device or part of the equipment is referred to in the singular number, provide as many such devices of equipment as are required to complete all Work of the section.

E3. SCOPE

- E3.1 This specification is intended to cover the removal and replacement of two buried hydraulic cylinders and the upgrading of three elevator cabs located at the Winnipeg Square Parking Garage at 299 Fort Street, Winnipeg as detailed except as specified under "Work Excluded From This Section". All Work shall be performed in a workmanlike manner and is to include all labour and material as specified herein
- E3.2 The existing elevators are Montgomery hydraulic passenger elevators serving five front openings. There are three similar elevators in the building. One hydraulic cylinder (Elevator #3) has already been replaced.

E4. CODES & INSPECTIONS

- E4.1 All Work shall be performed in accordance with the latest revised edition (as of the date bids are taken) of the CAN/CSA-B44 Canadian Standards Association Standard Safety Code for Elevators (hereafter called the Elevator Code), the Canadian Standards Association Electrical Code, and/or such Provincial and Local Codes as may be applicable.
- E4.2 The Contractor will arrange and pay for an inspection by the Department of Labour Elevator Inspector to verify the stop ring tests indicated in Section 8.10.3.2.2 (s) of the Elevator Code. Provide to the Contact Administrator documentation from the Department of Labour to confirm that the required inspections have been passed.

E5. STORAGE

- E5.1 A dry and protected area, conveniently located next to the elevator hoistway, will be assigned to the Contractor without cost, for storage of his material and tools. The Contractor should keep in mind the need to guard their equipment and material, as this parking garage will remain in operation.
- E5.2 If a hoarding area or over height vehicle parking is required the Contractor may use the meters area but the Contractor is responsible to make arrangements with the Contract Administrator to pay for the space used. The meters are not City owned.

E6. STAGING OF WORK

- E6.1 Arrange that only one car is out of service at a time. Complete the entire Work on each car before proceeding with the Work on the next car.

E7. DESCRIPTION OF EQUIPMENT AND WORK

E7.1 Working Pressure

- E7.1.1 Measure and record the working pressure of each elevator before any modification to the cylinder and piston is made. Measure and record the working pressure of each elevator again after the cylinder and piston have been replaced. If the change in pressure is greater than 5%, ensure that the requirements of Section 8.7.3.23.4 of the Elevator Code are met.

E7.2 Replace Underground Hydraulic Cylinder Cars #1 and #2

- E7.2.1 Remove each existing buried hydraulic cylinder. Provide new hydraulic piston and cylinder for each elevator. The new piston shall be of the same diameter as the existing piston so that the operating speed of the elevator is maintained. Prime coat the new cylinder.
- E7.2.2 Provide a lamacoid plate fastened to the pit channels in the proximity of the cylinder indicating the original manufacturer's make and model of the packing material supplied with the new cylinder head

E7.3 Cylinder Inspection

- E7.3.1 Advise the Contract Administrator when the cylinder is to be removed so that he can have a representative present to inspect the condition of the cylinder, as it is being removed.

E7.4 Cylinder Hole

- E7.4.1 Excavate hole for hydraulic cylinder under all soil conditions. If required by the prevailing soil conditions, provide a new casing. Suitably protect the Site from damage. Remove tailings from the Site.
- E7.4.2 The Contractor's attention is drawn to the 39'-8½" travel of the elevator. It is possible that the bottom of the existing cylinder hole is in bedrock and may be of insufficient diameter to receive the new PVC or HDPE cylinder protection.

E7.5 PVC or HDPE Cylinder Protection

- E7.5.1 Supply and install a PVC or HDPE plastic pipe and end cap to completely encase the new hydraulic cylinder. The plastic pipe shall be minimum schedule 80 thickness. Seal the plastic pipe to the hydraulic cylinder by means of a substantial mechanical connection between the plastic pipe and the steel cylinder above the pit floor to prevent water entering the pipe should the pit flood. Provide a minimum ½" rigid sampling tube fastened to the side of the hydraulic cylinder and running from the elevator pit to the bottom of the plastic

pipe to allow the depth and contents of the PVC pipe to be measured from time to time. Provide a pressure port to connect an air compressor to assist in evacuating the plastic cylinder protection pipe and in testing the seal of the plastic pipe. Further to D13, provide a 20-year guarantee against perforation of the underground cylinder, in conjunction with the elevator maintenance contract.

- E7.5.2 As part of the inspection procedure at the date of Substantial Performance, demonstrate that the plastic pipe is capable of maintaining 40 pounds of air pressure for a period of one hour. (It is recommended that the Contractor perform a similar test after the cylinder has been set in place but before it has been back-filled with sand or the pit closed.)
- E7.5.3 Seal the pit floor with concrete poured tight against the plastic pipe cylinder protection system.
- E7.6 Hydraulic Oil
- E7.6.1 Remove all the hydraulic oil from the system and replace it with fresh hydraulic oil. Bleed all air from the hydraulic system. Suitably dispose of the old oil in accordance with the appropriate hazardous waste regulations.
- E7.7 Electrical Service
- E7.7.1 Replace the existing duplex receptacles in each pit with new "ground fault interrupter" duplex receptacles .
- E7.8 New Cab Finishes Cars #1, 2 and 3
- E7.8.1 Modernize the appearance of all three passenger elevators.
- E7.8.2 The intent is to match the appearance of the cabs in the walkway elevator in the south-west corner of the shopping complex (at the north-east corner of Fort Street and Graham Avenue).
- E7.8.3 Clad the front return panel, header, door frame and door in #4 brushed stainless steel.
- E7.8.4 Provide new raised panels finished and edged in plastic laminate of the Contract Administrators choice. Provide a balancing sheet of plastic laminate on the back of each panel. Provide three new panels for the rear wall of each car and two panels for each side wall.
- E7.8.5 Provide new plastic laminate strips in flat black matte finish as a background between and above the new raised panels. Butt the background strips to the existing stainless steel base. Extend the background strips above the raised panels up to the car top (beyond the suspended ceiling). (This will require removing and re-installing the existing moving pad pins.) Make smooth tight joints between the background strips.
- E7.8.6 Provide new flat bar stainless steel handrails on all three non-access walls of the cab. Return the ends of handrails to the wall.
- E7.9 New Car Operating Station for Cars #1, 2 and 3
- E7.9.1 Supply and install a new car station for each elevator (total of 3). New car stations to be Otis "Series 1" design available from Unitec Parts. The intent is to match the appearance of the car station in the walkway elevator in the south-west corner of the shopping complex (at the north-east corner of Fort Street and Graham Avenue).
- E7.9.2 Provide a new Otis-style telephone cabinet below the new car station. Relocate the existing telephone to the new phone cabinet.

E7.9.3 In accordance with B6 the Contractor may substitute the matching car station and phone cabinet from another supplier. Contractor to provide a full rendering of the proposed car station and phone cabinet detail for the proposed alternate car station and phone cabinet.

E7.10 New Car Position Indicator, Cars #1, 2 and 3

E7.10.1 Incorporate into the top of the new car operating station a digital read-out Car Position Indicator with liquid crystal display characters minimum 2-½ inches high. Arrange the operation of the Car Position Indicator such that it gives a continuous readout of the name of the closest floor.

E7.10.2 Arrange the cladding of the car header described in E7.8 to cover and conceal the cut-out from the old Car Position Indicator.

E7.11 Door Protection System, Cars #1, 2 and 3

E7.11.1 Supply and install multi-beam infra-red photocells to protect the elevator doorway. Provide at least 40 beams projecting horizontally across the car entrance providing detection over the whole area from 6 inches to 6 feet above the car sill. Photocell device shall contain an automatic failure protection feature. If the door is held open in excess of 25 seconds by actuation of the photocell device, the photocell shall be disconnected from the door open circuit. The doors shall be allowed to close, but at reduced speed and torque, as detailed in the Elevator Code. In the event of failure of the photocell device or if the device times out, a buzzer shall sound while the doors are closing, to warn passengers that the detection feature is inoperable.

E7.12 Hall Call Stations

E7.12.1 Supply and install new Hall Push Button Stations for each elevator at each floor (total of 11 fixtures). Provide raised surface-mounted style fixtures with stainless steel faceplate to cover the existing cut-out on each landing door frame (or hoistway wall cut-out at the Concourse and Main Floor level) and extending downward to allow the new push buttons to be centred at 890 mm (35") above the landing floor. Inscribe on the upper portion of the faceplate the fire symbol similar to as shown in Appendix O of the Elevator Code but change the wording to read "IN CASE OF FIRE USE THE STAIRS DO NOT USE ELEVATORS".

E7.12.2 Note that the new Hall Push Button Station at the Main Floor level is to be mounted in the front hoistway wall; the new Hall Push Button Station at the Concourse level is to be mounted in the front hoistway wall recessed into the brick finish; the new Hall Push Button Stations at the three parking levels are to be mounted in the landing entrance frames.

E7.13 Performance Verification

E7.13.1 The Contractor will be required to provide two hours, per elevator, to demonstrate the completed installation to the Contract Administrator. Contract Administrators inspection shall be performed to ensure that the correct materials are provided to the Site and that the completed installation of the plastic cylinder protection system will hold pressure, as described in E7.5.1

E8. PROTECTION, INSPECTION AND INSTALLATION

E8.1 Protection

E8.1.1 Aluminum or ferrous metal: placed next to concrete, protect using one heavy coat of bituminous paint on all surfaces in contact with concrete.

E8.2 Inspection

- E8.2.1 Existing conditions: Provide equipment which will fit into the existing hoistway conditions. Suitably protect the existing building finishes from damage during the execution of the Work.
- E8.3 Installation/Application/Performance
- E8.3.1 Work: carry out using trained employees during regular working hours normal for the trade; perform in a workmanlike manner as required to include all Work as shown or reasonably implied by the Contract.
- E8.3.2 Standard: conform to the approved manufacturer's latest printed installation directions and recommendations to all applicable codes and regulations, and to recognized good trade practice.
- E8.3.3 Hoisting: include all temporary hoisting facilities required for the placement and installation of the lift equipment, including but not limited to crane, temporary beams, or any other means.

Maintenance of Elevators

The following specifications pertain to the maintenance of the Elevators.

E9. SERVICES

- E9.1 The Contractor shall provide elevator maintenance services at 299 Fort Street in accordance with the requirements hereinafter specified.
- E9.2 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. No wiring diagrams are to be removed, for any reason from the elevator room.
- E9.3 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 code for elevators.
- E9.4 The Contractor shall be responsible for ensuring that the specified work 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.
- E9.5 The Contractor shall be responsible for the regular monthly inspection, repair and documentation.
- E9.6 Where a component or system is not immediately vital to the operation, the Contract Administrator may request a written cost estimate.
- (a) The City retains the right to request prices for substantial repairs from other Contractors based on the information supplied by the Contractor.

E10. WORK

- E10.1 All Work is to be performed during regular business hours.
- E10.1.1 Regular time service calls (8:00 a.m. to 5:00 p.m.) shall be included in the full maintenance price quoted on Form B: Prices.
- E10.1.2 Weekday call-backs (8:00 a.m. to 5:00 p.m.) shall be indicated on Form B: Prices. In the event that trouble develops between regular examinations, the Contractor shall, upon

receipt of notification from the Contract Administrator or Designate, make every reasonable effort to provide prompt service to perform any necessary adjustments and repairs that may be required.

- E10.1.3 Cost for the authorized overtime call-backs on weekdays (5:00 p.m. to 8:00 a.m) shall be indicated on Form B: Prices.
- E10.1.4 Cost for the authorized overtime call-backs on Saturday, Sundays and statutory holidays shall be indicated on Form B: Prices.
- E10.2 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.
- E10.3 Emergency services shall be provided twenty-four (24) hours a day and work crews shall be on Site and working within one half hour (30 min.) from telephone notification.
- E10.4 The 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.

E11. SERVICES PROVIDED BY THE CONTRACTOR

- E11.1 The Contractor shall provide full maintenance service which shall comprise of maintaining the elevator equipment in its original condition, regularly examining, cleaning, lubricating and making **all** repairs and replacement parts to the entire elevator, including within the machine rooms, hoist way, pit and car top, as outlined in the Bid Opportunity (with exceptions listed in E13 of this Contract). All Work shall be done in a careful, workmanlike manner, acceptable to the Contract Administrator. All Work shall be in compliance with the original manufacturer's specification and the latest CAN/B44 Code for elevators.

E12. QUALIFICATIONS OF BIDDERS

- E12.1 The Work that is to be performed requires thorough knowledge and experience with inspection, and repair of elevator equipment. In accordance with the requirements of the Workplace Safety and Health Act (listed under the Elevator Act C.C.S.M. c. E60), this information is available at The Manitoba (Inspector, Mechanical and Engineering Division) website:
www.gov.mb.ca/labour/safety/index.html.
 - (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;
 - (b) the Contractor understands the City of Winnipeg's requirements under this Contract and will be able to satisfy these requirements; and
 - (c) the Contractor shall perform all obligations and provide the service in a professional manner satisfactory to the Contract Administrator.
- E12.2 The Contractor shall only use trained personnel directly in his employment with proper related experience and/or the successful completion of an approved apprentice program plus several year's related experience. 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.

E13. WORK NOT INCLUDED IN CONTRACT

- E13.1 The Contractor shall assume no responsibility for the following items of elevator equipment which are not included in this Contract: 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); hoist way gate bodies, frames and sills.

E14. OWNERSHIP OF INFORMATION, ETC.

- E14.1 All information, data, records and materials produced by the Contractor, or any officers, employees or agents of the Contractor, in the performance of this Agreement, and all copyright therein, including without limitation, log books and time in/time out books shall be the exclusive property of the City of Winnipeg and shall be delivered without cost to the City of Winnipeg upon request.
- E14.2 Any equipment, materials and supplies, including all wiring diagrams and drawings provided by the City of Winnipeg to the Contractor for use in the performance of this Agreement, shall remain the property of the City of Winnipeg and shall be returned without cost to the City of Winnipeg upon request.

E15. CONFIDENTIALITY OF INFORMATION, ETC. ACQUIRED

- E15.1 The Contractor agrees that no advertising will be permitted with respect to the Services performed pursuant to this Contract with the exception of the display of the Contractor's name on personnel uniforms or badges.
- E15.2 While this Contract is in effect, and at all times thereafter the Contractor and any officers, employees or agents of the Contractor:
- (a) shall treat as confidential all information, data, documents, materials and property to which access has been given in the course of, or incidental to, the performance of this contract;
 - (b) shall not disclose or permit to be disclosed, to any person, corporation or organization such information, data, documents, materials or property; and
 - (c) shall comply with any rules or directions made or given by the City of Winnipeg with respect to safeguarding or ensuring the confidentiality of such information, data, documents, materials or property.

E16. MODERNIZATION

- E16.1 Upon modernization of elevator systems or components covered by this maintenance contract which would substantially change the required service, the City of Winnipeg reserves the right to give sixty (60) days written notice of its intention to terminate the elevator maintenance contract.

E17. NOTICE OF REPAIRS

- E17.1 The Contractor shall provide the Contractor Administrator / Department with as much advance notice as possible of major maintenance repairs for which the Contractor is responsible including cleaning that has been planned for the elevator giving approximate dates for such work.

E18. ADJUSTMENTS

- E18.1 The Contractor shall examine the equipment and make adjustments as required to maintain correct speed and performance (unless other Contact is made with the Department), smooth operation, including operation of groups supervisory control systems. This applies also to all solid state and electronics components.

E19. EMERGENCY POWER GENERATOR SYSTEM TESTING

E19.1 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.

E20. PERFORMANCE

E20.1 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.

E21. GROUP DISPATCHING

E21.1 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.

E22. DAMAGE

E22.1 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 employees.

E22.2 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 employees or for any other type of damage caused directly by his employees. Damage shall be made good by new materials as required to match existing work in kind, quality and workmanship.

E22.3 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.

E23. MATERIALS

E23.1 The Contractor shall provide all materials necessary to perform the Service to the Contract Administrator's satisfaction.

E23.2 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.

E23.3 All materials and equipment supplied in the undertaking of this Contract shall be of the best quality.

E23.4 All cleaning materials, lubricants and hydraulic fluids shall be supplied and applied in accordance with the original manufacturer's requirements.

E23.5 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 City of Winnipeg. 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 elevator, escalators, dumbwaiters and moving walks.

E23.6 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.

E24. STORAGE

E24.1 The City of Winnipeg will provide reasonable space for the storage of the Contractor's materials and inventory. Such storage space will be locked, other than the employees of the Contractor, wherever reasonably possible.

E24.2 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.

E25. INVENTORY

E25.1 The Contractor shall maintain steel cabinets for the orderly storage of replacement parts in the machine room. Original manufacturer's engineering wiring diagrams **shall** 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.

E25.2 The Contractor shall maintain a supply of material inventory, coils, leads and generator brushes, lubricants, cleaning materials, and other minor parts in such elevator machine room for the performance of routine preventative maintenance.

E25.3 The Contractor shall maintain a supply of genuine manufacturer's replacement parts or equivalents acceptable as specified in B6 to the Contract Administrator, 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.

E26. SAFETY

E26.1 The Contractor shall examine all safety devices and governors and shall carry out all required tests and examinations per Section 12, Supplemental No. 1-1992 to CAN/CSA-B44-M90 Safety Code for Elevators, Escalators and Dumbwaiters. 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.

E26.2 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 protections 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.

E26.3 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.

E27. INSPECTION AND TESTING

- E27.1 Inspection, testing and maintenance shall be carried out as outlined in the Manitoba Fire Code, Section 7.2, sub-section 7.2.2 and Section 12, Supplemental No. 1-1992 to CAN/CSA-B44-M90 Safety Code for Elevators, Escalators and Dumbwaiters.
- E27.2 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 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.
- E27.3 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. Work performed and items replaced shall be indicated together with the mechanic's signature.
- E27.4 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.
- E27.5 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.
- E27.6 The Contractor shall submit time tickets for each call back detailing the cause of the call back and the action taken.
- E27.7 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, or potential problems that may arise.