



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 287-2015**

**ELEVATOR MODERNIZATION  
AT SOUTH END WATER POLLUTION CONTROL CENTRE  
100 ED SPENCER DRIVE**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Components	3
B9. Bid	4
B10. Prices	4
B11. Disclosure	5
B12. Qualification	5
B13. Opening of Bids and Release of Information	6
B14. Irrevocable Bid	6
B15. Withdrawal of Bids	6
B16. Evaluation of Bids	7
B17. Award of Contract	7

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1
D4. Contractor's Supervisor	1
D5. Ownership of Information, Confidentiality and Non Disclosure	1
D6. Notices	2

#### Submissions

D7. Authority to Carry on Business	2
D8. Safe Work Plan	2
D9. Insurance	2
D10. Performance Security	3
D11. Subcontractor List	3

#### Schedule of Work

D12. Commencement	3
D13. Substantial Performance	4
D14. Total Performance	4
D15. Liquidated Damages	4
D16. Scheduled Maintenance	5

#### Control of Work

D17. Job Meetings	5
D18. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	5
D19. The Workplace Safety and Health Act (Manitoba) – Qualifications	5

#### Measurement and Payment

D20. Invoices	5
D21. Payment	6

**Warranty**

D22. Warranty	6
Form H1: Performance Bond	7
Form H2: Irrevocable Standby Letter of Credit	9
Form J: Subcontractor List	11

**PART E - SPECIFICATIONS**

**General**

E1. Applicable Specifications and Drawings	1
E2. Scope of Work – Section 14100 - Elevator Modernization	1
E3. Hazardous Materials	2
E4. Codes and Inspections	2
E5. Shop Drawings	2
E6. Space Requirements	2
E7. Documents on Site	2
E8. Safety	2
E9. This Contract does not include the following Work which will be performed by City of Winnipeg	3
E10. Products – Geared Traction Passenger Elevator – Description of Equipment and Work	3
E11. Provisions for Non-Proprietary Maintenance	4
E12. Independent Service	5
E13. Firefighter's Emergency Operation	5
E14. Quality Characteristics:	11
E15. Execution	11
E16. Installation/Application/Performance	12
E17. 5-Year Continuing Full Maintenance Service Agreement	12

**PART F - SECURITY CLEARANCE**

F1. Security Clearance	1
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**APPENDIX A - PHOTOS**

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 ELEVATOR MODERNIZATION AT SOUTH END WATER POLLUTION CONTROL CENTRE – 100 ED SPENCER DRIVE.

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 12, 2015.
- 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 Contract Administrator or an authorized representative will be available at the Site at 10:00 a.m., April 30, 2015 to provide Bidders access to the Site.
- B3.2 The Bidder is advised that attendance at the Site is recommended to review the existing systems and equipment in order to evaluate the scope of work that is required.
- B3.3 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. CONFIDENTIALITY**

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
  - (b) becomes publicly known other than through the Bidder; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

- B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B6. ADDENDA**

- B6.1 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.
- B6.2 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.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B6.2.2 The Bidder is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.2.3 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.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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.

- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her 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 B16.
- B7.9 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.
- B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.7, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B16.1(a).

## **B8. BID COMPONENTS**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices;
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.5 If the Bid Submission 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
- B8.5.1 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.
- B8.6 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a).

B8.8 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to 204 949-1178.

B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.8.2 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B9. BID**

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 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/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 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/her 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/her 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.4.2 All signatures shall be original.

B9.5 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.

## **B10. PRICES**

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work on Form B: Prices.

B10.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B10.2 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.

B10.3 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.

B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. DISCLOSURE**

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) SMS Engineering Ltd.
- (b) Prairie Elevator & Lift Consultants
- (c) Kone Inc.
- (d) Thyssen Krupp Elevator (Canada) Limited
- (e) Winnipeg Elevator Inc.

## **B12. QUALIFICATION**

B12.1 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; 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.

B12.2 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 website at <http://www.winnipeg.ca/matmgt/debar.stm>

B12.3 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);

B12.4 Further to B12.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractors has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition



Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B12.5 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.

B12.6 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.

### **B13. OPENING OF BIDS AND RELEASE OF INFORMATION**

B13.1 Bids will not be opened publicly.

B13.2 Following the submission deadline, the names of the Bidders and their Total 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 website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B13.3 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 website at <http://www.winnipeg.ca/matmgt/>

B13.4 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.

### **B14. IRREVOCABLE BID**

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 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.

### **B15. WITHDRAWAL OF BIDS**

B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B15.1.1 Notwithstanding C23.3, 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.

B15.1.2 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.

B15.1.3 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 B15.1.3(b), declare the Bid withdrawn.

B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 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.

## **B16. EVALUATION OF BIDS**

B16.1 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 or acceptable deviation there from (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7.

B16.2 Further to B16.1(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.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B16.4 Further to B16.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B16.4.1 Further to B16.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

## **B17. AWARD OF CONTRACT**

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 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.

B17.2.1 Without limiting the generality of B17.2, 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.

- B17.3 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 B16.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.
- B17.4 Notwithstanding C4, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.
- B17.5 The Contract, as defined in C1.1, 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.
- B17.6 Upon award of Bid Opportunity 287-2015, the existing Full Maintenance Service will be terminated for this location as per Clause E22.1 of Bid Opportunity No. 643-2014.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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 Construction*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

- D1.1 In addition to the *General Conditions for Construction*, 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 modernization of one (1) passenger elevator at The City of Winnipeg South End Water Pollution Control Centre – 100 Ed Spencer Drive.
- D2.2 Provide 5-year continuing full maintenance service to the elevator which will commence upon expiry of the 12-month warranty maintenance period at 100 Ed Spencer Drive as specified in Part E – Specifications E17.

#### **D3. CONTRACT ADMINISTRATOR**

- D3.1 The Contract Administrator is:  
Lou Chubenko, B.A., C.Tech.  
Project Officer II
- Telephone No. 204 470-7881  
Email Address: lchubenko@winnipeg.ca
- D3.2 At the pre-construction meeting, Lou Chubenko will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.
- D3.3 Bids Submissions must be submitted to the address in B8.5.

#### **D4. CONTRACTOR'S SUPERVISOR**

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

#### **D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

## **D6. NOTICES**

- D6.1 Except as provided for in C23.2.2, 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.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.3, D6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the facsimile number identified in D3.1.
- D6.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:  
The City of Winnipeg  
Chief Financial Officer  
Facsimile No.: 204 949-1174
- D6.4 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 facsimile number:  
The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155
- D6.5 **Bids Submissions** must be submitted to the address in B8.5.

## **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. SAFE WORK PLAN**

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

### **D9. INSURANCE**

- D9.1 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, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed

operations, to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) all risks installation floater, carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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 but in no event later than seven (7) Calendar Days from notification of the award of Contract by Purchase Order.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

#### **D10. PERFORMANCE SECURITY**

D10.1 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.

D10.1.1 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.

D10.2 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.

#### **D11. SUBCONTRACTOR LIST**

D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) 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.

### **SCHEDULE OF WORK**

#### **D12. COMMENCEMENT**

D12.1 The Contractor shall not commence any Work until he/she is in receipt of a Purchase Order from the Award Authority authorizing the commencement of the Work.

- D12.2 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 C6.15;
    - (iii) the Safe Work Plan specified in D8;
    - (iv) evidence of the insurance specified in D9;
    - (v) the performance security specified in D10;
    - (vi) the Subcontractor list specified in D11; and
  - (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.

- D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the Purchase Order.

**D13. SUBSTANTIAL PERFORMANCE**

- D13.1 The Contractor shall achieve Substantial Performance by April 15, 2016.
- D13.2 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.
- D13.3 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.

**D14. TOTAL PERFORMANCE**

- D14.1 The Contractor shall achieve Total Performance by April 29, 2016.
- D14.2 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.
- D14.3 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.

**D15. LIQUIDATED DAMAGES**

- D15.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City one hundred dollars (\$100.00) per Working Day for each and every Working Day following the day fixed herein for Substantial Performance during which such failure continues.
- D15.2 The amount specified for liquidated damages in D15.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D15.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.



## **D16. SCHEDULED MAINTENANCE**

- D16.1 The Contractor shall perform the following scheduled maintenance in the manner and within the time periods required by the Specifications:
- (a) Provide 5-year continuing full maintenance service to the elevator which will commence upon expiry of the 12-month warranty maintenance period at 100 Ed Spencer Drive as per Part E - Specifications E17.
- D16.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance specified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

## **CONTROL OF WORK**

### **D17. JOB MEETINGS**

- D17.1 Job meetings will be held at the Site at the discretion of the Contract Administrator. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the Consultant 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.
- D17.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

### **D18. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D18.1 Further to C6.24, 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).

### **D19. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D19.1 Further to B12.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B12.4.

## **MEASUREMENT AND PAYMENT**

### **D20. INVOICES**

- D20.1 Further to C12, the Contractor shall submit an invoice for each portion of Work performed to:
- The City of Winnipeg  
Corporate Finance - Accounts Payable  
4th Floor, Administration Building, 510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: 204-949-0864  
Email: [CityWpgAP@winnipeg.ca](mailto:CityWpgAP@winnipeg.ca)
- D20.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;

- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D20.4 Bids Submissions must be submitted to the address in B8.5.

## **D21. PAYMENT**

D21.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D22. WARRANTY**

D22.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) years thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D22.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

D22.2 Notwithstanding C13.2, 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.

D22.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

**FORM H1: PERFORMANCE BOND**  
(See D10)

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 for

BID OPPORTUNITY NO. 287-2015

ELEVATOR MODERNIZATION AT SOUTH END WATER POLLUTION CONTROL CENTRE – 100 ED  
SPENCER DRIVE

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 as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

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 (2007 Revision), International Chamber of Commerce Publication Number 600.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_

(Authorized Signing Officer)

Per: \_\_\_\_\_

(Authorized Signing Officer)

(See D11)

## ELEVATOR MODERNIZATION AT SOUTH END WATER POLLUTION CONTROL CENTRE

100 ED SPENCER DRIVE

[illegible]

## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/Spec/Default.stm>
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
<b>Division 26</b>	<b>Electrical – Refers to Electrical Works carried out through Elevator Contractor</b>
<u>260534</u>	Conduits, Conduit Fastenings and Conduit Fittings
260521	Wires and Cables (0-1000 V)
<u>Drawing No.</u>	<u>Drawing Name/Title</u>
A201	Floor Plans
A202	Building Elevations
A203	Floor Plans, Roof Plan
A204	Building Sections
S202	Structural Plans
S203	Structural Plan Sections

#### E2. SCOPE OF WORK – SECTION 14100 - ELEVATOR MODERNIZATION

- E2.1 This Specification is intended to cover the complete furnishing of all labour, materials and services required to modernize one (1) geared traction passenger elevator located in the City of Winnipeg South End Water Pollution Control Centre, 100 Ed Spencer Drive, Winnipeg, Manitoba as detailed. All Work shall be performed in a workmanlike manner and is to include all work and material as specified herein.
- E2.2 The existing equipment consists of one (1) two-speed AC geared traction passenger elevator. The original equipment was manufactured and installed by Dover Elevator in 1972. The Dover Elevator Job Number is 72001. The original layout drawings are for information purposes only and can be viewed in Part E – Specifications E1.3.
- E2.3 Provide 5-year continuing full maintenance service to the elevator which will commence upon expiry of the 12-month warranty maintenance period at 100 Ed Spencer Drive as per Part E – Specifications E17.



### **E3. HAZARDOUS MATERIALS**

- E3.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all Work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.

### **E4. CODES AND INSPECTIONS**

- E4.1 Work shall be performed in accordance with the latest revised edition of the ASME A17.1 CAN/CSA B44-07 Standard Safety Code for Elevators, the Canadian Standards Association Electrical Code and/or such Provincial and Local Codes as may be applicable. The Elevator Contractor will register the Work with the Manitoba Department of Labour as an alteration and obtain and pay for all required government permits, inspections, re-inspections as necessary and operating licenses.

### **E5. SHOP DRAWINGS**

- E5.1 The Elevator Contractor shall submit three (3) sets of Shop Drawings to the Contract Administrator in accordance with the requirements specified in the General Conditions showing the arrangement of the new car, hall fixtures and the new car cabs.
- E5.2 The City of Winnipeg shall provide one (1) copy of the general arrangement drawing for the existing equipment. Modify this layout drawing to reflect the Work being added or altered under this Bid Opportunity. Register the layout drawings for the modernized elevator with the Department of Labour. The revised Shop Drawings shall bear the stamp of a Professional Engineer registered in the Province of Manitoba.
- E5.3 Approval of the Shop Drawings shall in no way limit the responsibility of the contractor to provide a complete installation in accordance with the requirements of this Specification.

### **E6. SPACE REQUIREMENTS**

- E6.1 Confirm that all items of equipment supplied under this Contract can be accommodated in the openings and spaces provided as existing on site. Failure to do so at the time of Bid Submissions will be construed to mean complete acceptance of the Bid Opportunity documents, and that any adjustment to the building frame, hoist way and pit sizes or other affected Work shall be done at the Elevator Contractor's expense.

### **E7. DOCUMENTS ON SITE**

- E7.1 Maintain on site a complete set of Specifications, for the use of your mechanic and the City of Winnipeg. The existing As-Built Drawings from 1974 can be viewed in Part E – Specifications E1.3.

### **E8. SAFETY**

- E8.1 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.
- E8.2 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.

E8.3 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. The out of service signs must bare the company name and a 24 hour phone number that the general public can call to inquire why the elevator was taken out of service and get an estimated return to service date. These provisions shall remain in force until the necessary adjustments or repairs are made to make the elevator(s) safe to operate.

E8.4 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.

**E9. THIS CONTRACT DOES NOT INCLUDE THE FOLLOWING WORK WHICH WILL BE PERFORMED BY CITY OF WINNIPEG**

E9.1 Provide new electric feed to the disconnect switch for the new elevator control panel.

E9.2 Supply and install new dual bulb, 4 foot long T8 fluorescent lighting fixtures in the pit, connected to the existing pit light switch.

E9.3 Supply and install new dual bulb, 4 foot long T8 fluorescent lighting fixtures in front of the new controller, connected to the existing Machine Room light switch. Provide fixtures complete with protective wire guards as specified. The City of Winnipeg shall locate the new light fixtures to best illuminate the elevator controllers.

E9.4 Provide a new ground fault interrupter duplex outlet in the elevator pit.

E9.5 Provide in the main floor elevator lobby, a 110-Volt power supply fused at 15 Amps to power the telephone Rescue Station.

E9.6 Provide an empty conduit from the Rescue Station to the elevator hoistway.

E9.7 Replace the existing smoke detector head at the top of the elevator hoistway with a "Vesda Type" smoke head, designed to allow periodic testing of the smoke head from outside the hoistway. Provide a relay base for this smoke head and wire from it to the new elevator controller.

E9.8 Provide a verification report from a qualified fire alarm Contractor for each zone added to or affected by this Work.

E9.9 The City of Winnipeg will bring three signals from the fire control panel or individual smoke sensors to the elevator controller; one signal will indicate a fire at any floor except the Main Floor; the second signal will indicate a fire at the Main Floor for use in Alternate Floor Recall, and the third signal to indicate a fire in the elevator hoist way or elevator machine room.

**E10. PRODUCTS – GEARED TRACTION PASSENGER ELEVATOR – DESCRIPTION OF EQUIPMENT AND WORK**

E10.1 **TYPE:** The existing equipment consists of one geared traction passenger elevator manufactured by Dover Elevator.

E10.2 **CAR PLATFORM:** The existing elevator has a clear inside dimension of 6'-8" wide by 3'-8" front-to back.

E10.3 **CAPACITY:** Maintain the existing capacity of 2,000 pounds exclusive of car and cables.

E10.4 **SPEED:** Provide a new speed of 150 fpm under full load.

- E10.5 **TRAVEL:** Maintain the existing travel of 55'-0" from pump level to the main floor.
- E10.6 **OPENINGS:** Maintain the existing four (4) front openings.
- E10.7 **CONTROLLER:** The controller shall be microprocessor-based and incorporate both speed control and dispatching logic.
- (a) The speed control shall be of the Variable Voltage Variable Frequency type employing solid state devices to vary the voltage and the frequency of AC power applied to the drive motor to produce smooth acceleration and slow-down and ensure consistent level stops in both the UP and the DOWN direction. Use a closed-loop feed-back system to constantly monitor the speed of the car and instantaneously adjust it so that it constantly matches a pre-programmed and adjustable speed curve pattern.
  - (b) Employ a feedback monitoring speed regulation system which will ensure consistent speed pattern regardless of fluctuations in the power supply to the car, weight in the car, direction of travel and all other variables affecting the speed of the car.
  - (c) Provide automatic levelling and re-levelling to maintain the car within ¼" of floor level regardless of the load in the car.
  - (d) Provide Selective Collective operation with solid state memory control. Dispatch the car to service car and hall calls in the most efficient manner. Include the following features as a minimum standard: high call reversal and anti-nuisance feature triggered by either the weight sensitive floor where the number of calls registered is disproportional to the weight in the car or by the photo-cell door protection device where two consecutive stops are made with no passengers entering or leaving the cab.
  - (e) Provide single push buttons at each terminal floor and UP-DOWN push buttons at each intermediate floor, all set at wheelchair height.
  - (f) Arrange that the door open time for a stop in response to a car shall be independently adjustable from the door open time for a stop in response to a hall call.
  - (g) Provide written proof that you have not provided a control programmed to shut the elevator down after a pre-determined amount of time or number of trips whereby a special proprietary code or device must be applied to the control. If such a feature is provided with the control supplied, provide, in addition, the proprietary device required to restart the elevator plus written instructions on how to use the restart device.

## **E11. PROVISIONS FOR NON-PROPRIETARY MAINTENANCE**

- E11.1 Provide equipment where access to parts, at competitive industry prices and with reasonable lead times, technical information and other product support and software programming are available to any elevator maintenance company whom the City of Winnipeg may choose to provide on-going maintenance service. Provide components which are designed and wired conventionally so that components from other manufacturers may be substituted at a later date. Do not employ wiring harnesses with proprietary connectors or other systems.
- E11.2 Provide a control which features on-board diagnostics complete with supplied documentation.
- E11.3 Provide a complete adjusters and parts manual with the installation. The adjuster's manual shall detail which operational parameters are software selectable and which are hardware controlled. Provide a description of how to adjust these parameters and the values which have initially been set for this particular installation.
- E11.4 Provide as part of the installation a diagnostic tool suitable to re-tune the installation should the controller lose all its memory, to read stored faults. Include in the adjuster's manual a description of any coded outputs which the diagnostic tool may display.

## **E12. INDEPENDENT SERVICE**

- E12.1 Provide a two-position keyed switch in the Service Cabinet marked INDEPENDENT SERVICE. With the switch in the ON position, the elevator will not respond to hall calls but will stop for car calls only. The hall calls shall cancel as soon as they are registered while the car is on Independent Service. When the elevator stops at a floor, it shall park with its doors open and the doors shall close only when constant pressure is applied to DOOR CLOSE button.

## **E13. FIREFIGHTER'S EMERGENCY OPERATION**

- E13.1 Provide Phase I Emergency Recall Operation. Provide a three-position keyed switch labelled FIRE RECALL and marked RESET-OFF-ON in the Main Floor Lobby. With the switch in the OFF position, in the event of a fire, will cause the elevator to travel non-stop to the designated floor and park with doors open; with the switch in the ON position, similarly cause the elevator to travel non-stop to the Main Floor; with the switch in the RESET position, over-ride the fire alarm system.
- E13.2 If the fire sensor at the designated level is activated, cause the elevator to travel to the alternate floor.
- E13.3 If the fire sensor in the elevator hoistway or elevator machine room is activated, cause 'fire hat' symbol in the car to illuminate intermittently.
- E13.4 Provide an additional two-position keyed switch labelled FIRE RECALL and marked OFF-ON and mount this switch in the Rescue Station phone cabinet.
- E13.5 Provide Phase II Emergency In-Car Operation. Provide in the car a lockable cabinet containing the required controls: a keyed switch marked FIRE OPERATION having three positions marked OFF-HOLD-ON, with the key removable in the OFF and HOLD positions only; with the switch in the ON position, arrange for uninterrupted control of the elevator by the fireman; doors to close by constant pressure on the DOOR CLOSE button; once doors are closed, a car call may be registered; arrange the car to travel non-stop to the selected floor, and park with its doors closed; open doors by constant pressure on the DOOR OPEN button. When the car is at a landing and the keyed switch is turned to the HOLD position, the doors shall remain open and car calls cannot be registered. When the keyed switch in the car is turned to the OFF position, the car shall automatically return to the recall floor.
- E13.6 Provide a CALL CANCEL button. Pressing the CALL CANCEL button shall cancel any registered car calls and cause the elevator to stop at the next available floor.
- E13.7 The elevator shall be returned to normal operation when the in-car switch is in the OFF position and the main lobby switch and the switch in the Rescue station are both in the OFF position.
- E13.8 Key the Phase I, Phase II, alternate floor recall switch and lockable cabinet to barrel key FEO-K1.
- E13.9 **DRIVE MOTOR:** Remove and dispose of the existing A C drive motor and replace it with a new A C motor suitable for the VVVF application, as described in this specification. The existing elevator has a 10 HP motor. Mount the new motor onto the existing hoist machine. Refer to Figure 1 on Appendix A.
- E13.10 **ROPE BRAKE:** Provide a rope brake for the hoist machine complete with enabling circuits to prevent the elevator car from over speeding in the UP as well as the DOWN direction. Provide circuits to monitor the position of the car within the hoistway so that if the car travels outside the door zone with its doors open, the rope brake will be applied.
- E13.11 **GOVERNOR:** Remove and dispose of the existing governor and replace it with a new operator, arranged to monitor the speed of the car in both the Up and the DOWN direction. Provide, in addition, the ability to sense when the car is beginning to over speed. Provide enabling circuits such that, when the car has exceeded its normal operating speed but before it reaches its

governor tripping speed, the control shall cause the elevator to travel at reduced speed, stop at the next available floor and shut down with its doors open. Restore the car to automatic operation by cycling the main line switch.

E13.12 **GOVERNOR GUARDS:** Provide substantial guards to protect maintenance personnel from exposure to the governor cables and moving parts of the governor.

E13.13 **LIFT ROPES:** Remove and dispose of the existing lift cable and replace with new lift cable, maintaining the same number and diameter (3 x 5/8"). Ensure that the total factor of safety of the new cable system is the same as or greater than the original cables. Do not use lift cables with a hardness which may damage the new machine and the deflector sheave.

If the new ropes supplied are different in material or grade (or number or diameter) from the existing ropes, provide certification from a licensed professional engineer that the material of the existing sheaves is satisfactory for the revised application.

Provide tags to confirm the date when the ropes were replaced.

E13.14 **WEDGE CLAMPS:** Supply and install wedge clamp terminations for all new lift cables. Properly equalize the tension in each cable to ensure long-wearing characteristics in the new cables. Refer to Figure 2 on Appendix A.

E13.15 **GOVERNOR ROPE:** Remove and dispose of the existing governor cable and replace it with a new governor cable sized to suit the new governor. Provide a rope tag to confirm the date when the governor was replaced.

E13.16 **ELECTRICAL WIRING:**

The existing power supply is 600 Volts 3 Phase, fused with 40 amp time delay fuses. If the new equipment will require a smaller fuse size, supply and install new fuses of suitable size in the disconnect switch.

Supply and install new wiring from the existing three-Phase and single-Phase disconnect switches to new location of elevator controller.

Supply and install complete new wiring for entire installation, including machine room wiring, fixed hoistway wiring and travelling cables.

Provide a waterproof and greaseproof covering for the travelling cable. Run the travelling cable in a continuous run from the car to its controller in the elevator machine room without a half-way junction box. Provide shielded wire in the travelling cable for the telephone and connect this wiring to the existing telephone wiring.

Refer to Section 26 05 21 – Wire and Cables (0-1000 V) and Section 26 05 34 – Conduits, Conduit Fastenings and Conduit Fittings.

E13.17 **HOISTWAY SWITCHES:** Provide new terminal and limit switches in the hoistway. Replace the existing STOP switch in the pit.

E13.18 **HOISTWAY ACCESS:** Provide hoistway access keyed switches at the basement floor (bottom) and the 4<sup>th</sup> (top) landing complete with enabling circuits on the controller to permit access to the pit and top of the car.

E13.19 **STOP SWITCH IN OVERHEAD SPACE:** Supply and install a new Stop Switch in the hoistway within reach of the top floor landing entrance.

E13.20 **TOP-OF-CAR INSPECTION:** Remove and dispose of the existing car top stations. Provide a new top-of-car inspection station. Ensure that the complete operation of the top-of-car inspection station complies with 2.26.1.4 of the CAN/CSA B44-07 Standard Safety Code for Elevators and Escalators.

- E13.21 NEW CAR STATION:** Remove and dispose of the existing car station and provide a new car station. Refer to Figure 3 at Appendix A.

Arrange the car operating buttons at the bottom of the car station in accordance with the requirements of Appendix E of the CAN/CSA B44-07 Standard Safety Code for Elevators. Provide buttons with a minimum 1 full inch diameter pressel (this is larger than the Appendix E requirement). Provide raised tactile and braille markings located immediately to the left of each button. Mount key switches for INDEPENDENT SERVICE, LIGHT and FAN, HOISTWAY ACCESS, BATTERY CAB LIGHT TEST and STOP above the car buttons. Provide braille and tactile markings to the left of each button in accordance with Appendix E of the CAN/CSA B44-07 Standard Safety Code for Elevators and Escalators.

Provide stainless steel vandal proof push buttons with fishtail marking plates.

Mount the lowest car button at 35" above the floor and provide an extended faceplate to approximately 6'-0" to cover the old cut-out and to accommodate the new Car Position Indicator. Do not mount any push button higher than 54" above the floor. Refer to Figure 4,5 and 6 at Appendix A.

Provide LED illumination for call-registered lights in the car call and ALARM buttons and audible call registered buzzer.

Engrave the elevator number E1 into the car station.

Ensure that no trademarks are visible in the car station (or any other visible parts of the elevator installation).

If it is possible to cut the new car station into the existing front panel without showing damage in the finished work, the existing front panel may be retained. Otherwise, re-skin the front return panel in brushed stainless steel #4. Note that the existing Certificate Holder has been screwed into the existing front return panel.

- E13.22 DUPLEX OUTLET:** Provide a 120 Volt GFI duplex outlet located below the car station and fused at 15 Amps.

- E13.23 BATTERY EMERGENCY CAB LIGHTING:** Supply and install battery emergency cab lighting. Arrange the controlling circuitry so that when power is removed from the normal lighting circuit, the battery emergency cab lighting will automatically activate and provide sufficient lighting at the Car Operating Panel. Provide batteries of adequate capacity to maintain adequate lighting in the car for a minimum of four hours. Provide an automatic battery charger to maintain the batteries at full charge at all times between uses.

Provide a TEST keyed switch in the car station to provide a convenient means of testing the emergency cab lighting system.

Provide, as part of the emergency cab lighting equipment, an alarm bell connected to the alarm button in the car station. Arrange the alarm bell to sound with or without the normal cab lighting power supply.

- E13.24 TELEPHONE:** Supply and install a hands-free autodial telephone, Style OEM-150 manufactured by Webb Electronics, mounted integral with the car station. Provide a push button in the car station with the telephone symbol. Provide perforations in the car station cover plate for the telephone microphone and speaker so that the telephone is completely vandal resistant. Arrange that when the telephone push button is pressed the phone automatically dials a pre-set number. Program the phone to call the City of Winnipeg Central Control at 204-986-2351. Provide a quality telephone such that clear communication is provided for the passengers from any point in the car. Arrange the phone to automatically hang up only when the call is terminated from outside the car to allow further calls to be placed. Arrange that the phone can receive calls from outside the car. Arrange that the phone can continue to operate during a power failure.

Program the telephone so that it automatically announces the building location.

Wire the car telephone into the Rescue Station specified below.

Provide one additional station, LS-250 Rescue Station manufactured by Webb Electronics, finished in stainless steel, to be mounted remotely, adjacent to the Fire Alarm Panel in the Main Floor North Entrance Lobby. Provide a handset in this station such that emergency personnel can establish and maintain communication with the elevator and override communications to outside of the building.

Key the Rescue Station cabinet door to key FEO-K1. Refer to Figure 7 at Appendix A.

Provide one additional station located in the elevator machine room. Arrange this station to be capable of initialing communication with the elevator car without any action by passengers within the elevator.

Be responsible for the complete telephone installation and commissioning including connecting the Rescue Station to the existing telephone line in the elevator machine room. The City of Winnipeg will provide an empty conduit from the Rescue Station to the elevator hoistway and a 110-Volt power supply to the Rescue Station. Supply and install complete wiring from the elevator car and from the elevator machine room to the main floor Rescue Station and from the Rescue Station to the existing telephone line connection in the elevator machine room.

E13.25 **CAR POSTION INDICATOR:** Remove and dispose of the old Car Position Indicator. Provide a new Car Position Indicator, mounted above the car door. The Position Indicators shall be arranged to show the location for the elevator as it travels through the hoistway. Refer to Figure 8 at Appendix A.

E13.26 **FLOOR PASSING GONG:** Provide an audible gong to sound each time the elevator passes or arrives at a floor.

E13.27 **CAR RIDING LANTERN:** Supply and install a Car Riding Lantern flush-mounted in the car door post. Arrange the control to cause the appropriate arrow to illuminate; indicating the direction in which the car will travel after it closes its door. Provide, in conjunction with the Car Riding Lantern, a gong to sound once for the UP and twice for the DOWN direction.

Arrange the control so that the Car Direction Lanterns illuminate and chime for each stop, whether for a car or for a hall call.

E13.28 **HALL POSITION INDICATOR:** Provide a Hall Position Indicator mounted in the header of the main floor landing entrance frame, arranged to show the location for the elevator as it travels through the hoistway.

E13.29 **CAR DOOR RESTRICTOR:** Provide hardware to prevent the car doors from opening when the car is outside of the landing zone, as defined by the B44-10 Elevator Code.

E13.30 **HALL CALL STATIONS:** Remove and dispose of the existing hall push button fixtures. Refer to Figure 9 at Appendix A.

Supply and install a new 1 inch thick hall call stations at each landing (a total of 4). Provide braille and tactile markings located to the left of each button. Provide LED illumination for call registered lights in the hall call buttons. Provide stations with call buttons centered at 42" above the floor. Mount the new hall push buttons in new surface mounted fixtures.

Extend the new cover plates high enough to cover the old back-boxes and to allow the IN CASE OF FIRE pictograph shown as Figure 2.27.9 of the B44-07 Code to be engraved on the coverplate.

Incorporate the new SES Phase I keyed switch and indicator lights in the main floor hall push button plate.

Note that the existing Hall Push Button fixture at the main floor is double width. Provide a single push button faceplate to cover the existing back box cut-out. Refer to Figure 10 at Appendix A.

- E13.31 DOOR OPERATOR:** Remove and dispose of the existing door operator. Supply and install a new quality gearless door operator powered by a fully controllable direct current motor with SCR drive or alternating current motor with VVVF drive employing a closed loop feed-back system where the speed of the door can be continuously adjusted to match a pre-determined speed curve. The standard of acceptance shall be GAL Model MOVFR as a minimum, or an approved equal in accordance with B7.

Provide door operator control such that the door opening and door closing speeds can be adjusted independently.

Provide control capable of adjusting the point of slowdown and the slowdown torque using optical cams to ensure consistent operation to compensate for a variety of building conditions.

The door operator shall provide a door open time of 3.5 seconds and a door close time of 4.5 seconds. Provide control to reverse the doors within 2.5 inches of breaking the photocell beam at any point over the entire travel of the doors.

Adjust the door operator such that the door closing pressure for a normal close is not greater than 30 pounds and the door close pressure for a reduced speed closing is not greater than 20 pounds.

- E13.32 DOOR OPERATOR HARDWARE:** Supply and install a new door operator clutch for the car and new landing door interlocks and hall door pick-up roller assemblies at each landing entrance (a total of 4 sets). Adjust the doors for smooth and quiet operation. Examine all latch pick-up rollers and hall door rollers and replace any which show a worn liner, flat spots or worn bearings. Similarly inspect and replace any worn landing door gibs.

Provide new fire hooks on each landing entrance designed to keep the door from falling off the track in the event that the door rollers melt or distort in a fire.

- E13.33 PROVISIONS FOR THE HANDICAPPED:** Provide features to assist handicapped persons using wheelchairs, as detailed in Appendix E of the Elevator Code. Mount car and hall fixtures at handicapped height; provide audible car and hall call registered sound; provide tactile plates adjacent to car and hall buttons and on landing door jambs; provide multi-beam infra-red photo cell protection for car door complete with 3-D protection extending onto the landing; provide stainless steel handrails on three sides of the car cab; provide car riding lantern in the car door jamb complete with gong to indicate future direction of travel of car.

- E13.34 PHOTO CELLS:** Remove and dispose of the existing mechanical door edge. Supply and install new multi-beam infra-red photocells to protect the elevator doorway and to provide a 3-D triangular zone of protection on the landing in front of the car doors.

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. Provide, in addition, a zone of detection projecting out onto the corridor side of the elevator doors, capable of detecting an obstruction before it enters the doorway.

Photocell device shall contain an automatic failure protection feature.

Provide a timer so that if the door is help open in excess of 25 seconds by actuation of the photocell device, the photocell may be disconnected from the door open circuit. The doors shall then be allowed to close, but at reduced speed and torque, as detailed in the Elevator Code. If there is a 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. In addition, if the triangular portion of the door protection device senses an obstruction but the doorway portion does not and this condition persists for a period of twenty seconds, disable the triangular portion and allow the doors to close with reference to the doorway portion only.



Initially program the photo cell device so that it does not time out when blocked unless a fire alarm is registered.

E13.35 **CAR APRON PLATE:** Remove the existing car apron plate from site and replace it with a new apron 48" long.

E13.36 **CAR-TOP GUARD RAIL:** Provide metal railings mounted on the top of the car. Mount railings on the rear side and the sides of the car. The railing shall consist of a top rail, an intermediate rail and a toe board, all as described in Clause 2.10.2 of the CAN/CSA B44-07 Elevator Code.

E13.37 **LANDING ENTRANCES:** Retain the existing of four (4) sets of single speed power operated entrances which provide a clear opening 3' 0" wide by 7' 0" high.

E13.38 **LANDING ENTRANCE HARDWARE:** Provide fire hooks for each landing entrance designed to keep the door from falling off the door track in the event of a fire.

Provide reinforced door gibs for each landing entrance designed to withstand a horizontal force of 1000 pounds applied force at midpoint of the door.

E13.39 **LANDING ENTRANCES UNLOCKING DEVICES:** Provide hardware so that each landing entrance can be unlocked from the landing using a standard lunar key.

Arrange the location of the key hole in the door panel and the lifting tab such that the unlocking key engages the lift rod or other unlocking mechanism with the key extension approximately horizontal, so as to achieve the best lifting action.

E13.40 **ELEVATOR IDENTIFICATION:** Provide letters not less than 75 mm. high above the 1<sup>st</sup> floor header to designate E1. Provide similar markings 50 mm. high on the hoist machine, controller, governor, main line disconnect switch, car crosshead and engraved into the car station.

E13.41 **FLOOR NUMBERS:** Provide floor numbers, not less than 100 mm. high, on the hoistway side of the landing doors to indicate floor position.

E13.42 **MACHINE ROOM DOOR SIGNAGE:** Provide a professionally manufactured sign to be mounted on the Elevator Machine Room door. The sign shall read:

**AUTHORIZED ELEVATOR MAINTENANCE PERSONNEL ONLY!**

**CAUTION!**

Elevator machines.  
Rotating moving machinery and parts.  
Equipment will start unexpectedly.

E13.43 **CODE DATA PLATE:** Provide a data plate permanently mounted on the machine room wall or controller cabinet. The Code Data Plate shall indicate the Code and edition in effect at the time of the original installation as well as the edition of the Code under which this modification is being registered and inspected.

E13.44 **CONFIRMATION OF MANUFACTURER'S REQUIREMENTS:** Provide a data plate permanently mounted on the machine room wall or controller cabinet to indicate the manufacturer's requirements for the temperature and humidity ranges for the elevator machine room.

E13.45 **PIT LADDER:** Remove and dispose of the existing pit ladder. Construct new fixed pit ladder shall conform with the latest revised edition of the CAN/CSA B44-07 Standard Safety Code for Elevators, Escalators and Dumbwaiters (Clause 2.2.4), Workplace Safety and Health Guidelines and ANSI A14.3 Safety Requirements for Fixed Ladders.

Structural steel and metal fabrications shall have SSPC-SP-7 surface preparation with rust-inhibitive primer (shop applied by manufacturer) and application of one (1) coat of MPI #145 latex, interior, institutional Low Odour/VOC (MPI gloss level 3). VOC<10g/l.

**E13.46 PAINT ELEVATOR PIT FLOOR:** After installation of the complete material, completely degrease the pit floor and paint with suitable floor paint finish. Apply two (2) coats of MPI #144 – latex, interior, institutional Low Odour/VOC, (MPI gloss level 2). VOC<10g/l. Also paint the pit channels and buffers.

**E13.47 RE-BALANCE CAR AND COUNTERWEIGHT:** As noted earlier, new cab finishes were previously added to the elevator car. Re-balance the counterweight to equal the weight of the empty car including the new cab finishes (added under a previous contract) plus 800 pounds (40% of the capacity). Add or remove weights to/from the counterweight as necessary to achieve the above-noted balance.

**E13.48 MANUALS:** Provide an operation and maintenance manual, in duplicate, to include information and instructions for all the new components supplied under this specification. The maintenance manual shall include operation, maintenance and adjusting information as well as parts catalogue for all components supplied. The operation portion shall describe how each function of the modernized elevator works. The maintenance manual shall detail all maintenance routines and their frequency and all materials recommended to perform complete maintenance. The adjuster portion shall describe the different variables available in the controller and door operator, how to set each variable and recommended settings for this application.

**E13.49 INSTRUCTIONS TO CITY OF WINNIPEG:** Include demonstration for the completed installation to the City of Winnipeg staff. Arrange a time suitable to the City of Winnipeg and conduct the instructional session with reference to the Operations Manual detailed in the Manuals Section above.

#### **E14. QUALITY CHARACTERISTICS:**

**E14.1 PERFORMANCE CHARACTERISTICS:** Provide a quality of equipment capable of maintaining the following performance levels over the life of the equipment.

Provide a door operator capable of a door open time and a door close time as specified in E13.31.

Adjust the equipment to perform a floor-to-floor run of 8.5 seconds on a typical 8'-8" floor. The floor-to-floor time shall be measured from the instant the doors begin to close until the car is stopped level at the next adjacent floor, with its doors at least ¾ open. This floor-to-floor time shall be achieved in both the UP and the DOWN directions.

Provide equipment capable of producing no more than 60 decibels of noise with the fan on, measured within the car at any point in its travel.

Provide equipment capable of producing no more than 75 decibels of noise, measured 3 feet from the controller or the hoist machine.

**E14.2 PERFORMANCE VERIFICATION:** Include demonstration on the completed installation to the Elevator Consultant. To facilitate testing, the Elevator Contractor shall provide for the use of the City of Winnipeg and his consultant such tools as a tachometer, sound level meter and other equipment as required to verify that the performance characteristics and optional features have been provided in the finished work as specified.

#### **E15. EXECUTION**

**E15.1 REMOVAL AND DISPOSAL OF EQUIPMENT:** Remove from site all materials resulting from dismantling the old equipment and all packaging and other refuse from new equipment. Dispose of this material in accordance with local regulations.

E15.2 **WORK IN EXISTING BUILDING:** Protect floors and walls from damage while moving equipment into place. Provide temporary enclosures or other suitable protection for open elevator hoistway during the time the elevator is being installed.

E15.3 **PROTECTION:** Aluminum or ferrous metal: placed next to concrete, protect using one heavy coat of bituminous paint on all surfaces in contact with concrete.

E15.4 **INSPECTION:** Existing Conditions: Examine to ensure adequate clearances, reinforcing and the like has been provided as required to ensure for proper installation of Work of this Section. Make adjustments to the structure as required to allow the various parts of the Work to come together as required.

## **E16. INSTALLATION/APPLICATION/PERFORMANCE**

E16.1 **WORK:** Carry out Work using trained employees during regular working hours normal for the trade and perform in a workmanlike manner.

E16.2 **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.

E16.3 **HOISTING:** Include all temporary hoisting facilities required for the placement and installation of the elevator equipment, including but not limited to crane, temporary beams, or other means.

## **E17. 5-YEAR CONTINUING FULL MAINTENANCE SERVICE AGREEMENT**

### **E17.1 SERVICE TO BE PROVIDED**

The Contractor shall be responsible for the elevator maintenance service at the 100 Ed Spencer Drive location.

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.

### **E17.2 SERVICES PROVIDED BY THE CONTRACTOR**

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 Agreement. All Work shall be done in a careful, workmanlike manner, acceptable to the Contract Administrator.

### **E17.3 WORK NOT INCLUDED IN CONTRACT**

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.

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.

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 8, 9 and 10 on the Form B: Prices.

#### **E17.4 FREQUENCY OF ROUTINE SCHEDULED VISITS**

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.

#### **E17.5 CALL-BACKS**

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.

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

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.

The entire payment for the service to be provided as described In Clause 0 shall be as shown on Form B: Prices.

#### **E17.6 NOTICE OF REPAIRS**

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.

#### **E17.7 ADJUSTMENTS**

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.

#### **E17.8 EMERGENCY POWER GENERATOR SYSTEM TESTING**

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.

#### **E17.9 CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall maintain the elevator equipment herein as per the original manufacturer's specifications and the latest CAN/B44 Safety Code for Elevators.

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.

#### **E17.10 LABOUR**

The Contractor/Subcontractor 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.

The Contractor/Subcontractor shall maintain, for the duration of the contract, a complement of personnel with the required security clearances in Part F – SECURITY CLEARANCE.

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.

#### **E17.11 PERFORMANCE – CONTRACT SPEED**

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.

#### **E17.12 GROUP DISPATCHING**

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.

#### **E17.13 DAMAGE**

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.

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.

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.

#### **E17.14 MATERIALS**

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

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.

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

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

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.

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.

#### E17.15 **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.

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.

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.

#### E17.16 **CONTRACTOR'S INVENTORY**

##### 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.

##### 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.

##### 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.

#### E17.17 **SAFETY**

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.

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.

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. The out of service signs must bare the company name and a 24 hour phone number that the general public can call to inquire why the elevator was taken out of service and get an estimated return to service date. These provisions shall remain in force until the necessary adjustments or repairs are made to make the elevator(s) safe to operate.

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.

#### **E17.18 INSPECTION, TESTING**

E17.19 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.

#### **E17.20 INSPECTIONS - REPORTING**

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.

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.

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.

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.

The Contractor shall submit time tickets for each call back detailing the cause of the call back and the action taken.

The Contractor shall email the Contract Administrator for each call back where the elevator cannot be return back to service on the same day as the call back was made. The email shall explain why the elevator was taken out of service and provide an estimated return to service date.

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.

#### **E17.21 WORK**

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.

### **Emergency Call Back Services - Service Calls**

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.

### **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.

### **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.

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

### **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.

### **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.

## **E17.22 PERFORMANCE OF CONTRACTOR'S OBLIGATIONS**

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.

The Contractor agrees:

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

## **E17.23 SERVICE REDUCTION**

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.

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.



**E17.24 NOTICE**

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.

**E17.25 RESPONSE TIME**

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.

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.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- F1.2 The following is a link to information for obtaining the Criminal Record Search certificate including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
[http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm)
- F1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below [http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm) .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- F1.4 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

NAME, TELEPHONE NUMBER AND BUSINESS ADDRESS OF EMPLOYER:	NAME & PHONE NUMBER OF CITY CONTACT PERSON IN CHARGE OF THE PROJECT REQUIRING THE SECURITY CLEARANCE CHECKS

NATURE & LOCATION OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:	
Contract Administrator:	

**WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION**  
**INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED**

## EMPLOYEE INFORMATION

LAST NAME: \_\_\_\_\_ GIVEN NAMES: \_\_\_\_\_

BIRTH NAME OR OTHER NAME(S) USED: \_\_\_\_\_  
(if different from above)

☐ MALE   ☐ FEMALE   DATE OF BIRTH: \_\_\_\_\_   BIRTH PLACE: \_\_\_\_\_

Y   M   D

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ PROVINCE: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ RESIDENTIAL PHONE: \_\_\_\_\_

## AUTHORIZATION

I, \_\_\_\_\_ hereby consent to the Winnipeg Police Service collecting my personal information from any public body, person, employer, or government institution for the purpose of conducting a security check in connection with my contract or association with the Winnipeg Police Service. This authorization, including a copy or facsimile thereof, is my consent to any public body, person, employer or government institution to release true copies of any records containing my personal information to the Winnipeg Police Service. **(Security clearance checks expire after a period of one year).**

Signature of Witness

Signature of Applicant

This personal information will be collected pursuant to *The Freedom of Information and Protection of Privacy Act* C.C.S.M.cF175 \_\_\_\_\_ (title, name, phone # of person who) can answer questions about the collection of this information.

Date \_\_\_\_\_

**WINNIPEG POLICE SERVICE - FOR OFFICE USE ONLY****RESULT OF CHECK:**

NO POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO ANY SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

AN OUTSTANDING CRIMINAL CHARGE AWAITING COURT DISPOSITION WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

A POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

PROCESSED BY: \_\_\_\_\_  
Clerk WPS#

Date \_\_\_\_\_