



City of Courtenay

Request for Quotation Q20-08 Elevator Inspection & Maintenance Services

November 27, 2020

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SUMMARY OF KEY INFORMATION

RFQ Reference	RFQ Q20-08 Elevator Inspection & Maintenance Services
Overview of the Opportunity	The purpose of this RFQ is to invite quotations from professional, qualified and experienced elevator contractors to provide inspections and maintenance services to the City's seven (7) elevators/lifts.
Questions?	Questions are to be submitted in writing quoting the RFQ number and name, send to email purchasing@courtenay.ca
Addenda	Proponents are to check the BC Bid and City websites for any updated information and addenda issued, before the Closing Date at the following websites www.bcbid.gov.bc.ca and/or www.courtenay.ca/bids
Closing Date and Time	2:00 pm Pacific Standard Time Friday, December 18, 2020
Instructions for Submission	Submissions are to be consolidated into one PDF file and sent electronically to purchasing@courtenay.ca <ol style="list-style-type: none"> 1. In the subject field enter: Q20-08 Elevator Inspection & Maintenance Services 2. Phone 250-338-1766 Ext. 7646 should assistance be required
Participation	The guidelines for participation that will apply to this RFQ are included in the RFQ.
Obtaining RFQ Documents	RFQ documents are available for download from these websites www.bcbid.gov.bc.ca and/or www.courtenay.ca/bids

1.0 INTENT

The City of Courtenay (the “City”) invites quotations from professional, qualified and experienced elevator contractors to provide inspection and maintenance services for the City’s seven elevators/lifts.

2.0 DOCUMENT AVAILABILITY AND RESPONSIBILITY

This RFQ is being issued electronically through the BC Bid website and the City of Courtenay website where interested firms may download the RFQ documents directly. No registration, tracking or other recording of RFQ documents will be performed by the City. All addenda, amendments or further information will be published on www.bcbid.gov.bc.ca and www.courtenay.ca. It is the sole responsibility of the Proponent to monitor the websites regularly to check for updates.

3.0 DEFINITIONS

“City” or “Owner” means the City of Courtenay;

“Contract” means the written agreement or purchase order resulting from this RFQ awarded to and/or executed by the City and the successful Proponent;

“Contract Documents” means the Request for Quotation documents, that part of the quotation which is accepted by the City, the purchase order and executed agreement, if any, an all applicable specifications and drawings including those issued by the City to the Proponent and those submitted by the Proponent during the performance of the work and accepted by the City, whether produced before or after the date of award of the Contract as the same may be modified, amended, substituted or replaced in accordance with the provisions of the Contract from time to time;

“Council” means the City of Courtenay Council;

“Critical Shutdown” means the elevator or lift not able to move, and/or a person(s) is trapped in the elevator or lift causing immediate need to rescue the person(s).

“must”, “mandatory”, “required”, “shall”, means a requirement that must be met in order for a Quote to receive consideration;

“Proponent” means a party, a company or an individual that has obtained a copy of this Request for Quote and submits, or intends to submit, a Quote in response to this “Request for Quote”;

“Quotation” means the documents of the Proponent delivered to the City offering to perform the work as required under this RFQ;

“RFQ” means Request for Quotation;

“should” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFQ;

4.0 TERM OF CONTRACT

The duration of the contract to be awarded shall be for a term of three (3) years, subject to an annual satisfactory performance evaluation, commencing on the day of agreement acceptance.

The contract term may be extended for up to two (2) additional one (1) year terms, contingent upon a satisfactory contractor performance evaluation.

5.0 SCOPE OF WORK

a) Further details pertaining to this Scope of Work are available in *Schedule B – Elevator / Lift Inspection & Maintenance Specifications*.

b) The City’s seven (7) elevators/lifts to be included in this contract consist of:

Building	Address	Qty.	Type	Landings	TSBC ID
Fire Hall	650 Cumberland Road	1	Direct Acting Hydraulic - 2000 lbs. @100 fpm	Two (2)	19158
Florence Filberg Centre	411 Anderton Avenue	1	Direct Acting Hydraulic - 2000 lbs. @125 fpm	Two (2)	11273
Courtenay Museum & Palaeontology Centre	207 4 th Street	1	Direct Acting Hydraulic - 8000 lbs. @ 100 fpm	Two (2) front, One (1) rear	7599
Comox Art Gallery	580 Duncan Avenue	1	Direct Acting Hydraulic - 2500 lbs. @125 fpm	Three (3)	22144
Sid Williams 1	442 Cliffe Avenue	1	Vertical Platform Lift – 1000 lbs. @ 50 fpm.	Two (2)	19136
Sid Williams 2	442 Cliffe Avenue	1	Stage (Scissor) Lift – 4000 lbs. @ 10 fpm	Two (2)	7120
Lewis Centre	489 Old Island Highway	1	Vertical Platform Lift – 750 lbs. @ 30 fpm	Two (2)	28367

c) Regular time hours are to be at minimum 8:00am to 5:00pm, Monday to Friday, excluding statutory holidays.

d) The Contractor shall include emergency coverage 24 hours a day, 7 days a week.

e) The Contractor shall respond to “emergency - critical shutdowns” on the same day they are reported, and within 2 hours.

- f) The Contractor shall respond to non-emergency “regular” service calls within 48 hours.
- g) All Inspections and Maintenance shall be performed in compliance with the requirements of Section 8.6 of the ASME A17.1 – 16/CSA B44 – 16 Safety Code for Elevators and Escalators, CSA B355-09 Code, Appendix B. Also in compliance with TSBC Information Bulletin Reference number IB-ED 2019-02 including the requirements of having a Maintenance Control Program in place and approved by TSBC for these units on or before the commencement of the agreement.
- h) *Schedule B – Elevator / Lift Inspection & Maintenance Specifications* lists the specifications related to required Contractor/Owner duties and schedules. The maintenance task categories are:
 - Elevators
 - Car
 - Machine Room
 - Car Top
 - Outside Hoistway
 - Pit
 - Special Provisions
 - Cat 1 Test Requirements - Electric and Hydraulic
 - Cat 1 Test Requirements – Hydraulic Only
 - Cat 3 Test Requirements – Electric and Hydraulic
 - Cat 5 Test Requirements – Electric and Hydraulic
 - Cat 5 Test Requirements – Hydraulic Only
 - Vertical Platform Lifts
- i) Material purchase costs, which exceed \$1,500.00 (before taxes), shall be the City’s responsibility.
- j) If the Maintenance Contractor determines a piece of equipment to be obsolete, the Maintenance Contractor must be able to provide evidence to the City from the manufacturer that they cannot obtain the part.
- k) The Maintenance Contractor shall maintain a logbook for the maintenance, repair and callbacks located at the controller for each elevating device at the site. Quarterly maintenance checklists are to be submitted to the City representative within 10 business days of the inspection.
 - The City shall report any unsafe conditions immediately to the Maintenance Contractor and verify the elevating device is not operating prior to placing a call for service to eliminate billable running on arrival calls. If necessary, the City shall remove a unit from service.
 - The Maintenance Contractor shall provide two (2) weeks’ notice to the City for any repairs that will take more than one (1) full day to complete. An exception is to be made if an issue occurs that removes the elevator from service, in which case the work may be performed as soon as the City is notified.
 - Periodic upgrades may be performed to the equipment outside the scope of this work. The City reserves the right to obtain competitive pricing on any such work and their right

to award this work to any qualified contractor of their choice. Should work to upgrade, modernize, or alter any equipment covered by this scope of work be awarded to another contractor, the City reserves the right to suspend the maintenance of the equipment for the period while the work is being performed and for any subsequent warranty maintenance period, which may extend to the term on this contract.

- The Maintenance Contractor should have a stock on site of spare parts to be able to take care of routine maintenance repairs and shall be able to obtain parts within 24 hours of a shut down for most boards or other parts that are not practical to have stocked on hand.
- The Maintenance Contractor shall record any changes made to the equipment on the schematics and maintain a duplicate set of prints in a central location.
- The Maintenance Contractor shall retain on site specialty tools required to provide diagnostics and resets of equipment that is shut down.
- The Maintenance Contractor shall provide a designated customer service representative. This representative will visit the site at least annually, review the logbooks, and check in with the City representative. The customer service representative will be responsible for preparing and presenting the annual reports required in these specifications.
- The Maintenance Contractor shall correct any deficiencies within 30 days of receipt of notice of any deficiencies. The City reserves the right to hire another qualified elevator contractor to correct outstanding deficiencies and charge back the Maintenance Contractor for this work.

6.0 HEALTH & SAFETY

The Proponent must submit a copy of a company WorkSafe BC compliant COVID-19 Exposure Control Plan that is directly related to the work outlined in this RFQ with their submission.

The successful Contractor shall be designated the Prime Contractor in the immediate work area and will be required to sign and submit the attached Prime Contractor Designation form.

The Proponent must submit a copy of the company Safety Manual that is directly related to the work outlined in this RFQ with their submission.

7.0 NON-MANDATORY MEETING

A non-mandatory site tour is scheduled for Tuesday, December 8, 2020 at 10:00am in order to review the sites, access, storage and existing elevator equipment.

Due to the continuing COVID-19 restrictions, the non-mandatory site tour will be held on a ZOOM meeting, rather than in person. All recipients who RSVP to purchasing@courtenay.ca will receive a ZOOM meeting invite.

8.0 SUBMISSION FORMAT

8.1 **Title Page**

Showing RFQ title and number, closing date, company name of the Proponent, address, contact name, email address and phone number.

8.2 **Company Profile**

This section to include, but not limited to, the following:

- Legal business name and names of any national or international affiliations;
- Company's history;
- Number of staff employed;
- Other goods or services provided by your company;
- Current contracts of similar scope;
- Provide a statement confirming the company doesn't have any foreseeable financial difficulties that could potentially inhibit the company from providing the obligations of the contract.

8.3 **Qualifications & Experience**

Proponents shall have a minimum 5 years experience in providing goods and/or services of similar scope and nature. Include a detailed description of the experience of the Proponent and the proposed project team that will be assigned to this project, demonstrating their experience to undertake the work outlined in this RFQ. Include a list of at least 3 relevant completed projects with client references and telephone number/email contact information for each project. By submitting a Quote the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organizations for the purposes of evaluating the Quote.

The proponent must have the following full-time personnel and provide proof:

- Highly trained and qualified field adjuster(s).
- Dedicated service and repair crew(s) and/or technicians.
- Direct and General Supervision as defined in TSBC Information Bulletin Reference number IB-ED 2019-02
- Adequate number of mechanics to complete the maintenance, provide coverage for vacations and absences, and have adequate service crews to complete the maintenance as required.

The proponent must have the following personnel on staff, or have easy access to provide technical support to the local personnel with respect to duties required under this scope of work:

- Professional engineer(s) registered in the province of British Columbia with experience to the scope of work of these specifications.
- Field engineer(s).

8.4 **Pricing**

Schedule C – Schedule of Rates must be completed.

8.5 **Response Times**

Provide normal response times for:

- Service calls for regular hours and after hours.
- Critical shutdowns for regular hours and after hours.

8.6 **Environmental & Social Initiatives**

Include any Environmental or Social Procurement initiatives being used. Examples include:

- Environmental
 - Reduction of paper, cardboard and plastic use
 - Vehicle non-idling policy
 - Recycle programs
 - Use of Green Energy
 - Measurement of Goals

- Social
 - Hires person with barriers to employment for on-call, casual or permanent paid employment
 - Utilizes new entrepreneurs/start-up businesses to support their business
 - Locally owned and operated business

8.7 **Schedule A – Form of Submission**

The Schedule A – Form of Submission must be submitted with the Proponent’s Quote. The Form of Submission must be signed by an authorized representative of the company.

9.0 INSTRUCTIONS TO PROPONENTS

9.1 An electronic submission of the quote in .pdf format must be submitted to:

purchasing@courtenay.ca no later than 2:00pm PST, Friday, December 18, 2020, the RFQ closing date. The email subject line shall read **“Q20-08 Elevator Inspection & Maintenance Services”**.

It is the sole responsibility of the Proponent to ensure that their quote is received by the City within the proper time allocation. Late responses will be rejected by the City of Courtenay. All quotes, including Form of Submission, must be signed by an authorized Proponent representative.

Submission of a quote indicates acceptance by the Proponent of the conditions contained in this RFQ, unless clearly and specifically noted in the quote submitted.

9.2 Questions are to be submitted in writing up to 2 business days prior to the RFQ Closing Date quoting the RFQ name, number and contact person below, and sent to email purchasing@courtenay.ca.

Graham Peterson
Procurement Specialist, City of Courtenay
purchasing@courtenay.ca

Any verbal communications will be considered unofficial and non-binding to the City. Proponents should rely only on written statements issued by the contact person listed above.

9.3 Notwithstanding any custom or trade practice to the contrary, the City reserves the right to, at its sole discretion and according to its own judgement of its best interest to waive any technical or formal defect in a quote and accept that quote.

9.4 Bid Protest Mechanism

The Bid Protest Mechanism (BPM) is an administrative review process that provides proponents submitting bids with a process to avoid disputes and resolve complaints that a specific procurement by a City division was not conducted in compliance with the rules of an applicable trade agreement or the City’s Purchasing Policy. Contact the City’s Purchasing Division at 250-338-1525 for further information.

10.0 EVALUATION CRITERIA

10.1 **General**

An evaluation committee made up of City staff will be reviewing quotation submissions. The City reserves the right to accept any or none of the quotations submitted and will evaluate quotations based on best value and not necessarily the lowest cost.

10.2 **Evaluation Criteria & Weighting**

The City reserves the right to accept any or none of the quotes submitted and will evaluate quote submissions based on “best value” using the following criteria:

Quote Evaluation Criteria Description	Criteria Weight
Financial Cost to the City <ul style="list-style-type: none"> • Schedule of Rates 	40 points
References and Related Experience <ul style="list-style-type: none"> • References • Staff Credentials • Related Experience 	35 points
Response Times <ul style="list-style-type: none"> • Service Calls • Critical Shut Downs 	15 points
Sustainability – Social and Environmental Initiatives <ul style="list-style-type: none"> • Environmental <ul style="list-style-type: none"> ○ Reduction of paper, cardboard and plastic use ○ Vehicle non-idling policy ○ Recycle programs ○ Use of Green Energy ○ Measurement of Goals • Social <ul style="list-style-type: none"> ○ Hires person with barriers to employment for on-call, casual or permanent paid employment ○ Utilizes new entrepreneurs/start-up businesses to support their business ○ Locally owned and operated business 	10 points

11.0 GENERAL TERMS & CONDITIONS

11.1 Not a Tender Call

This RFQ is not a tender call, and the submission of any response to this RFQ does not create a tender process. This RFQ is not an invitation for an offer to contract, and it is not an offer to contract made by the City. Quotes will not be opened in public.

11.2 No Obligation to Proceed

- a) Though the City fully intends at this time to proceed through the RFQ process in order to select the goods or services, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees or agents, that the process initiated by the issuance of this RFQ will

continue, or that this RFQ process or any RFQ process will result in a contract with the City for the purchase of the product, service or project.

- b) The City reserves the right to accept or reject all or part of the quote, however the City is not precluded from negotiating with the successful Proponent to modify its quote to best suit the needs of the City.
- c) The City reserves the right to reject, at the City's sole discretion, any or all quotes if the quote is either incomplete, obscure, irregular or unrealistic.
- d) Further, a quote may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and non-compliance with federal, provincial and municipal legislation.
- e) The City reserves the right to accept or reject a quote where only one quote is received.
- f) Notwithstanding any custom or trade practice to the contrary, the City reserves the right to, at its sole discretion and according to its own judgement of its best interest to waive any technical or formal defect in a quote and accept that quote.
- g) The City reserves the right to award the contract to other than the lowest cost Proponent.
- h) Award of any contract resulting from this RFQ may be subject to City of Courtenay Council approval, and budget considerations.
- i) The City reserves the right to cancel this RFQ at any time.

11.3 Cost of Preparation

Any cost incurred by the Proponent in the preparation of the quote will be solely at the expense of the Proponent.

11.4 Confidentiality and Freedom of Information and Protection of Privacy Act

The quote should clearly identify any information that is considered to be confidential or proprietary information (the "Confidential Information"). However, the City is subject to the Freedom of Information and Protection of Privacy Act. As a result, while the Act offers some protection for third party business interests, the City can't guarantee that any Confidential Information provided to the City can be held in confidence if a request for access is made under the Freedom of Information and Protection of Privacy Act.

11.5 Irrevocability of Quotes

By submission of a written request, the Proponent may amend or withdraw its quote prior to the closing date and time. Upon closing time, all quotes become irrevocable and are valid for a minimum of **60** days. By submission of a quote the Proponent agrees should the quote be successful, the Proponent will enter into a contract with the City. Prices will be firm for the entire contract period, unless otherwise agreed to by both parties.

11.6 Pricing

Prices are to be quoted in Canadian funds with the Goods and Services Tax (GST) shown as a separate line item, if requested. Prices must be quoted inclusive of all shipping, duty and other applicable costs F.O.B. the location indicated in the RFQ.

11.7 Sub-Contracting

Under no circumstances may the provision of goods or services, or any part thereof be sub-contracted, transferred, or assigned to another company, person, or other without the prior written approval of the City of Courtenay.

11.8 Accuracy of Information

The City makes no representation or warranty, either express or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFQ.

11.9 Default

- a) The City may, by notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the Services within the time specified, or to perform any other provisions of this Contract.
- b) In the event the City terminates this Contract in whole or in part as provided in clause 11.9(a), the City may procure goods or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar goods or services.
- c) The Contractor shall not be liable for any excess costs under clause 11.9(a) or 11.9(b) if failure to perform the Contract arises by reason of Force Majeure or acts of the City.

11.10 Misrepresentation or Solicitation

If any director, officer or employee or agent of a Proponent makes any representation or solicitation to any Councillor, officer, employee or agent of the City of Courtenay with respect to the RFQ, whether before or after the submission of the quote, the City shall be entitled to reject or not accept the quote.

11.11 Applicable Laws and Agreements

- a) The laws of the Province of B.C. shall govern this request for quote and any subsequent Contract resulting.
- b) This RFQ is subject to the terms and conditions of the Canadian Free Trade Agreement and the New West Partnership Agreement.

11.12 Ownership of Materials and Copyright

- a) Any drawings, audio-visual materials, plans, models, designs, specifications, software, reports and other similar documents or products produced by the Contractor for the benefit of the City as a result of the provision of the Services (the "Material") may be used by the City as part of its operations associated with the Materials provided.
- b) All Material shall be transferred and delivered by the Contractor to the City following the expiration or sooner termination of this Agreement, provided that the City may, at any time or

times prior to the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting delivery by the Contractor to the City of all or any part of the Material in which event the Contractor shall forthwith comply with such request. All materials created electronically must be provided in electronic format, in a format and in a medium acceptable to the City.

- c) The Contractor agrees that the City will own all of the Material and the Contractor irrevocably assigns to the City all of the Contractor's title in the Material. The Contractor retains ownership of the "Embedded IP". The Material does not include intellectual property or confidential information that is proprietary to the Contractor and (a) used by the Contractor to prepare, produce or supply the Material, or (b) that is otherwise embedded within the Material ("Embedded IP").
- d) The Contractor hereby represents and warrants that any portion of the Material produced by the Contractor will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

11.13 Corporate Climate Action Strategy Requirements

Vehicle Idling

In the interest of reducing negative impacts on the environment, all Contractors and Consultants working directly or indirectly for the City on City owned property must ensure that when vehicles or equipment are not required to be running for operational purposes every effort is made to reduce or eliminate engine idling.

11.14 Payment Terms

The successful Proponent shall invoice the City in an acceptable format and will be paid as per the City's standard payment terms, net 30 days from date of invoice. The City of Courtenay shall not pre-pay for any goods, or services for any period, unless agreed to in writing by the City.

All invoices must be emailed to finance@courtenay.ca, please do not mail invoices in addition to emailing.

11.15 Business License and Permits

Contractors are required to acquire and maintain a City of Courtenay Business License or a Central Vancouver Island Inter-municipal Business License prior to the commencement of the work and for the term of the Contract.

11.16 Insurance

As a minimum, the successful Proponent shall procure and maintain through the term of the contract, at its own expense and cost, the following insurance policies:

- a) **Commercial General Liability Insurance** in an inclusive amount of not less than \$2,000,000 per occurrence. Minimum coverage must include Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Products/Completed Operations, Contingent Employers Liability, Cross Liability and Severability of Interest, and a 30 day written notice of insurance cancellation clause.

- b) **Motor Vehicle Insurance ICBC APV47 form** - Bodily Injury and Property damage in an amount no less than \$2,000,000 per accident per licensed motor vehicle used to carry out the Work
- c) The successful Proponent shall be responsible for **WorkSafe BC** assessments relating to its work on behalf of the City and the work of its sub-contractors. It shall remain in good standing with WorkSafe BC and comply with all Workers' Compensation Board legislation in the province of British Columbia.

11.17 **Agreement**

The successful Proponent will be required to enter into a formal agreement with the City prior to the Contract commencement, template attached for reference.

12.0 ATTACHMENTS

- a) Schedule A - Form of Submission
- b) Schedule B – Elevator / Lift Maintenance Specifications
- c) Schedule C – Schedule of Rates
- b) Schedule D - Standard Contractor Agreement
- c) Schedule E – Prime Contractor Designation Form

SCHEDULE A
FORM OF SUBMISSION

The Proponent offers to supply to the City of Courtenay the goods and services for the prices not including GST as follows:

- | | |
|---|-----------|
| 1. Schedule of Rates Included | Yes or No |
| 2. References & Related Experience Included | Yes or No |
| 3. Staff Credentials Included | Yes or No |
| 4. Response Times Included | Yes or No |
| 5. Safety Manual Included | Yes or No |
| 6. Company WorkSafe BC compliant COVID-19 Exposure Control Plan | Yes or No |

The above prices include and cover all duties, handling and transportation charges, and all other charges incidental to and forming part of this quote.

Acknowledgement is hereby made of receipt and inclusion of the following addenda to the documents:

Addendum(s) No. _____ Dated: _____ No. Of Pages: _____

Legal Name: _____

Address: _____

Phone: _____ Email: _____

I/We the undersigned duly authorized representatives of the Proponent, having received and carefully reviewed the RFQ, submit this quote in response to the RFQ. This quote is offered by the Proponent this _____ day of _____, 20____.

Signature of Authorized Signatory

Print Name and Position of Signatory

Schedule B

CITY OF COURTENAY



Elevator / Lift Maintenance Specifications

1. Fire Hall - 650 Cumberland Road, Courtenay, BC
2. Florence Filberg Centre - 411 Anderton Ave, Courtenay, BC
3. Courtenay Museum & Palaeontology Centre - 207 4th Street, Courtenay BC
4. Comox Art Gallery - 580 Duncan Avenue, Courtenay, BC
5. Sid Williams 1 - 442 Cliffe Avenue, Courtenay, BC
6. Sid Williams 2 - 442 Cliffe Avenue, Courtenay, BC
7. Lewis Centre - 489 Old Island Hwy, Courtenay, BC

Revision	Description	Date
0	Draft for Review	October 30 th , 2020

Date: October 30, 2020

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1. Scope

These specifications cover the complete maintenance of the seven (7) elevators/lifts located in the City of Courtenay, BC facilities as summarized below.

1. Fire Hall - 650 Cumberland Road, Courtenay, BC
2. Florence Filberg Centre - 411 Anderton Ave, Courtenay, BC
3. Courtenay Museum & Palaeontology Centre - 207 4th Street, Courtenay, BC
4. Comox Art Gallery - 580 Duncan Avenue, Courtenay, BC
5. Sid Williams 1 - 442 Cliffe Avenue, Courtenay, BC
6. Sid Williams 2 - 442 Cliffe Avenue, Courtenay, BC
7. Lewis Centre - 489 Old Island Hwy, Courtenay, BC

The Maintenance shall be performed in compliance with the requirements of Section 8.6 of the ASME A17.1 – 16/CSA B44 – 16 Safety Code for Elevators and Escalators, CSA B355-09 Code, Appendix B. and in compliance with TSBC Information Bulletin Reference number IB-ED 2019-02 including the requirements of having a Maintenance Control Program in place and approved by TSBC for these units on or before the commencement of this agreement.

2. Definitions

Where the term “Elevator/Lift” is used herein this shall refer to the “Elevator / Lift” equipment covered by this scope of work and as described in Appendix “A” - Equipment Details.

Where the term “Owner” is used herein, this shall be read as “The City of Courtenay”.

Where the term “Maintenance” is used herein this shall refer to the requirements of section 8. 6 of the ASME A17.1 – 16/CSA B44 – 16 Safety Code for Elevators and Escalators.

Maintenance and testing of lifts for persons with physical disabilities must comply with the requirement of the CSA B355-09 Code, Appendix B.

Where the term “MCP” is used herein, this shall refer to the Maintenance Control Program in compliance with the latest requirements and approval of Technical Safety BC (TSBC)

Where the term “AHJ” is used herein this shall refer to the Authority having Jurisdiction with Technical Safety BC (TSBC)

Where the term “Maintenance Contractor” is used herein, this shall be read as the person(s) or company contracted by The City of Courtenay to furnish materials and labour as required by these specifications and contract documents.

Where the term “Site” is used herein, this means the elevator /lift equipment covered by this agreement and located at the locations as identified in Appendix “A” - Elevator Details.

3. Contractor Qualifications

Maintenance Contractors providing services shall have the following qualifications as a minimum to be considered for the work:

The Maintenance Contractor shall have a demonstrated track record in maintaining similar equipment to that included in this scope of work.

The Maintenance Contractor must have the following full-time personnel:

- .1 Highly trained and qualified field adjuster(s).
- .2 Dedicated service and repair crew(s) and/or technicians.
- .3 Direct and General Supervision as defined in TSBC Information Bulletin Reference number IB-ED 2019-02
- .4 Adequate number of mechanics to complete the maintenance, provide coverage for vacations and absences, and have adequate service crews to complete the maintenance as required.

The Maintenance Contractor must have the following personnel on staff, or have easy access to provide technical support to the local personnel with respect to duties required under this scope of work:

- .1 Professional engineer(s) registered in the province of British Columbia with experience to the scope of work of these specifications.
- .2 Field engineer(s).

The Maintenance Contractor should have a local warehouse and supply inventory which stocks common components, cleaning supplies, tools, materials, and other items required for performance of the work.

The Maintenance Contractor shall have a 24-hour answering service and dispatching network for accepting trouble calls and dispatching technicians in response to problems reported. In addition, a trouble call logging and tracking system shall be in place to record calls by location and unit number, the cause of the reported problems, and corrective action taken.

4. Safety Code Compliance

The maintenance shall be completed in conformance with the Elevating Devices Safety Regulation and Adoption of ASME A17.1 – 16/CSA B44 – 16 Safety Code for Elevators and Escalators including compliance with TSBC Information Bulletin Reference # IB-ED 2019-02

Category tests shall be conducted in the intervals as required in section 8. 6 of the ASME A17.1 – 16/CSA B44 – 16 Safety Code for Elevators and Escalators and in compliance TSBC formation Bulletin Reference number IB-ED 2019-02

Maintenance and testing of lifts for persons with physical disabilities must comply with the requirement of the CSA B355-09 Code, Appendix B.

The completion of these tests and any results shall be recorded in accordance with the on-site logbook.

5. Contractors Duties and Schedules – Elevators

Each installation shall be maintained in accordance with the requirements of this specification and the original manufacturer's recommendations. The maintenance shall include as a minimum:

CAR - Maintenance Tasks

- 8.6.4.13.1 (c): Door reopening devices.
- 8.6.4.13.1 (d): Vision panels and grilles (where required).
- 8.6.4.13.1 (g): Astragals and resilient members, door space guards, and sight guards (where required).
- 8.6.4.13.1 (i): Clutches, engaging vanes, retiring cams, and engaging rollers.
- 8.6.4.13.2: Kinetic Energy and Closing Force conforms to 2.13.4 & 2.13.5 (as applicable).
- 8.6.4.15: Car Emergency System (Lighting).
- 8.6.4.15: Car Emergency System (Ventilation).
- 8.6.4.15: Car Emergency System (Communication).
- 8.6.4.15: Car Emergency System (Emergency Operation Signalling Devices).
- 8.6.4.16: Stopping Accuracy.

MACHINE ROOM - Maintenance Tasks

- 8.6.1.6.3: Controllers Wiring – cleaning, fuses, and jumpers.
- 8.6.4.8: Cleaning and condition of machine/control Rooms.
- 8.6.4.12: Governors – rope grip jaws and switches are free of oil.
- 8.6.4.21: Drive sheaves with non-metallic groove surfaces and steel wire ropes (tighten loose bolts as required).

- 8.6.4.2X*: Maintenance of Seismic Devices
- 8.6.5.4: Tank level. (ON - Oil Loss Monitoring Program)
- 8.6.5.7: Record of Oil Usage.
- 8.6.5.9: Relief valve setting.
- 8.6.5.12: Anti-creep and Low Oil Protection.

CAR TOP - Maintenance Tasks

- 8.6.4.1: Suspension and Compensating Wire Ropes – rouging, breaks, etc.
- 8.6.4.2: Governor Wire Ropes – clean, condition (do not lubricate).
- 8.6.4.3: Lubrication of Guide Rails – as per OEM safety recommendations.
- 8.6.4.7: Cleaning of Hoistways: hoistways and pits shall be kept free of dirt, rubbish and shall not be used for storage purposes of any nature.
- 8.6.4.9: Cleaning of Top of Cars.
- 8.6.4.13.1 (a): Hoistway door interlocks or mechanical locks.
- 8.6.4.13.1 (b): Car door electric contacts or car door interlocks (where required).
- 8.6.4.13.1 (f): Hangers, tracks, door rollers, up-thrusts, and door safety retainers (where required).
- 8.6.4.13.1 (h): Sills and bottom guides, fastenings, condition and engagement.
- 8.6.4.13.1 (j): Interconnecting means.
- 8.6.4.13.1 (k): Door closers (where required).
- 8.6.4.13.1 (l): Door restrictors (where required).

OUTSIDE HOISTWAY - Maintenance Tasks

- 8.6.4.13.1 (e): Hoistway door unlocking devices and escutcheons.
- 8.6.4.14: Hoistway access switches.

PIT - Maintenance Tasks

- 8.6.4.5: Safety mechanisms shall be kept lubricated and free of rust, corrosion and dust that may interfere with safe operation.
- 8.6.4.7: Cleaning of Pits.
- 8.6.4.11: Runby
- 8.6.4.18: Compensation Sheaves and Switches.
- 8.6.5.5: Gland Packing and Seals.
- 8.6.5.6: Flexible Hose and Fittings.
- 8.6.5.11: Cylinder Corrosion Protection and Monitoring.
- 8.6.5.13: Overspeed Valve Setting.

SPECIAL PROVISIONS- Maintenance Tasks

- 8.6.11.1: Firefighter's Emergency Operation.
- 8.6.11.2: Two-Way Communication Means.

- 8.6.11.3: Access Keys.
- 8.6.11.4: Cleaning of a Car and Hoistway Transparent Enclosure.
- 8.6.11.5: Emergency Evacuation Procedures for Elevators.
- 8.6.11.8: Egress and Re-entry Procedure from Working Areas.
- 8.6.11.9: Operating Instructions for Retractable Platforms.

- 8.6.1.6.7: Signs and Data Plates
- 8.6.11.11: Examination after Safety Application.
- 8.6.11.12: Examination after Shutdown - broken suspension member
- 8.6.5.6: Flexible Hose and Fittings

CAT 1 Test Requirements Electric and Hydraulic

- 8.6.4.19.1 Oil Buffers.
- 8.6.4.19.2 Safeties, 8.6.4.5 Safety Mechanisms.
- 8.6.4.19.3 Governors.
- 8.6.4.19.4 Slack-Rope Devices on Winding Drum Machines.
- 8.6.4.19.3 Normal and Final Terminal Stopping Devices. Terminal Speed Limiting
- 8.6.4.19.6 Firefighters' Emergency Operation.
- 8.6.4.19.7 Standby or Emergency Power or Emergency Lowering Operation.
- 8.6.4.19.8 Power Operation of Door System.
- 8.6.4.19.9 Broken Rope, Tape, or Chain Switch.
- 8.6.4.19.10 Checkout procedure all E/E/PES electrical protective devices.
- 8.6.4.19.11 Ascending Car Overspeed Protection and Unintended Car Movement.
- 8.6.4.19.12 Traction-Loss Detection Means.
- 8.6.4.19.13 Broken-Suspension-Member and Residual-Strength Detection Means.
- 8.6.4.19.X* Emergency Communications
- 8.6.4.19.Y* Means to Restrict Hoistway or Car Door Opening
- 8.6.4.19.25 Driving Machine Brake Test. (ON)

CAT 1 Test Requirements - Hydraulic ONLY

- 8.6.5.14.1 Relief Valve Verification of Setting and System Pressure Test
- 8.6.5.14.2 Hydraulic Cylinders and Pressure Piping
- 8.6.5.14.3 Auxiliary Lowering – TSSA CAD
- 8.6.5.14.3 Low Oil Protection Operation
- 8.6.5.14.4 Flexible Hose and Fitting Assemblies
- 8.6.5.14.5 Pressure Switch
- 8.6.5.14.6 Power Operation of Door System
- 8.6.5.14.7 Slack-Rope Device
- 8.6.5.14.X Plunger Gripper

CAT 3 Test Requirements - Electric and Hydraulic

- 8.6.5.15.1 Unexposed Portions of Pistons.
- 8.6.5.15.2 Pressure Vessels.

CAT 5 Test Requirements - Electric and Hydraulic

- 8.6.4.20.1 Car and Counterweight Safeties (Rated Load in the Car).
- 8.6.4.20.2 Governors.
- 8.6.4.20.3 Oil Buffers.
- 8.6.4.20.4 Braking System.
- 8.6.4.20.6 Emergency Terminal Stopping and Speed-Limiting Devices.
- 8.6.4.20.7 Power Opening of Doors.
- 8.6.4.20.8 Levelling Zone and Levelling Speed.
- 8.6.4.20.9 Inner Landing Zone.
- 8.6.4.20.10 Braking System, Traction, Traction Limits
- 8.6.4.20.11 Emergency Brake.

CAT 5 Test Requirements - Hydraulic ONLY

- 8.6.5.16.1 Governors, Safeties, Oil Buffers
- 8.6.5.16.2 Coated Rope Mag Flux Test
- 8.6.5.16.3 Wire Rope Fastening
- 8.6.5.16.4 Plunger Grippers
- 8.6.5.16.5 Overspeed Valves
- 8.6.5.16.6 Class C2 Freight Elevator Loaded Levelling Test

6. Contractors Duties and Schedules – Vertical Platform Lifts

Clause B2 - Scope of Maintenance Required:

Each installation shall be maintained in accordance with the requirements of this specification and the original manufacturer's recommendations. The maintenance shall include:

- (a) Inspections, examinations, and tests at required or scheduled intervals of all parts and functions of an installation in order to ensure up to a reasonable extent that the installation is in a safe operating condition;
- (b) Cleaning, lubricating, and adjusting applicable components at regular intervals, and repairing or replacing all worn or defective components where necessary, to prevent the device from becoming unsafe for operation; and
- (c) Repairing or replacing damaged or broken parts affecting the safe operation.

Note: In the case of discrepancy between the requirements of this specification and the manufacturer's recommendations, the more stringent requirement applies.

Clause B2.2 – Minimum Maintenance Intervals:

Unless otherwise specified in this specification, the maintenance required shall be carried out at intervals no longer than 6 months. However, it may be possible that based on the age and inherent quality of the equipment, the frequency and method of usage, as well as the original manufacturer's recommendations, the maintenance methods may be amended or altered and required intervals may be reduced.

B355 Clause	Description of Maintenance Task	Required Interval (Months)
B3	General Maintenance	
B3.2	Runways, Pit Area, Machine Area and Tops of Carriages	6
B3.3	Lubrication	as required

B3.4.1	Hydraulic Components	
(a)	Valves and Cylinder Packing Glands	6
(b)	Oil Leakage Collect from Cylinder	6
(c)	Oil Levels in the Reservoirs	6
B3.4.2	Relief Valve Test	12
B3.4.3	Cylinder Inspection and Leakage Test	12
B3.4.3	Exposed Cylinder Inspection Only	12

B3.5	Controller Contactors and Relays	6
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B4	Examination and Test	
B4.1	All parts and functions examined and tested	12
B4.2	Examination and Testing of the Safeties	12

B4.3	Other Tests	
B4.3.1	Failure Protection	12
B4.3.2	Governor Tripping Speed	12

B4.4	Wire Ropes	
B4.4.1	All Wire Ropes (except governor rope)	12
B4.4.1	Governor Rope	6
B4.4.2.3	Chain Suspension	12

B4.5	Landing and Carriage Doors or Gates	
(a)	Interlocks, Locks, and Contacts	6
(b)	Unlocking Devices	6
(c)	Vision panel	6
(d)	Self-Closing Device	6
(e)	Opening Force Test	6

B4.6	Drive Machine Brakes	
B4.6.1	Examination and Test of Brakes	12
B4.6.2	Unscheduled Brake Test	when required
B4.7	Carriage Emergency Lighting Test	6

B5	Other Devices	
(a)	Audiovisual warning signal	6
(b)	Emergency Battery Backup System	6
(c)	Power-Assisted Swing Doors or Gates	6
(d)	Emergency Moving of Carriage	6
(e)	Levelling Tolerances	6
(f)	Pressure Switch	12
(g)	Speed Limiting Devices	12
(h)	Sensitive Edges and Surfaces	6
(i)	Chair Carriage Rotation, Foldable Seat	6
(j)	Automatic Levelling	6
(k)	Alarm and Warning Signal	6
(l)	Operating Devices	6

B7	Maintenance of Screw and Nut Drives	
B7.1.1	General Maintenance of Screw and Nut Drive	12
B7.1.2	Backup Safety Nut	12
B7.2	Acme Thread Drive Screws	12

B8	Rack and Pinion Drive	
B8.1	Racks	
(a)	Lubricate if necessary	6
(b)	Verify Attachment Points	6
(c)	Examine the Rack for Wear	6
B8.2	Examine Wear on the Pinions	6

B9	Chain and Chain Sprocket Drive	
(a)	Examine Chain for Wear	6
(b)	Chain Tension Adjusted	6
(c)	Check for Alignment, and Wear on Sprockets	6

B10	Rope Chain and Rope Sprocket Drive	
(a)	Examine Rope Chain for Wear	12
(b)	Rope Tension	6
(c)	Check for Alignment, and Wear on Sprockets	6
(d)	Lubricated, and examined	12

7. Owners Duties and Schedules – Vertical Platform Lifts

Verification by Owner - Every 2 months

- .1 For units with an interlock, the lift should not move if any door is not closed and locked.
- .2 For units with a GAL lock, the lift should not move if any door is not closed.
- .3 The lift should not move beyond the door zone (usually less than four inches away from the landing in either direction) if the door is not locked

Verify the under-pan is working. (**Be sure to insert the shoring pins**).

Verify correct operation of the phone (where applicable).

Confirm doors or gates are all self-closing.

8. Obsolescence

For the purpose of this contract, obsolete equipment or obsolescence shall be defined as equipment that is no longer available from the Original Equipment Manufacturer (OEM) or other sources, regardless of cost. Non-stock equipment is not considered obsolete provided it can be made available. Where equipment has become unavailable due to obsolescence, it is the responsibility of the Maintenance Contractor to obtain or devise suitable substitute equipment.

Material purchase costs which exceed \$1,500.00 (before taxes) shall be The City of Courtenay's responsibility. All engineering, labour, and travel to make the repairs is the responsibility of the Maintenance Contractor and shall be included as part of this maintenance contract.

If the Maintenance Contractor determines a piece of equipment to be obsolete, the Maintenance Contractor must be able to provide evidence to The City of Courtenay that they cannot obtain the part. Along with their invoice for repairs, the Maintenance Contractor must provide The City of Courtenay copies of the original invoices from the equipment suppliers. Failure to do so will result in payment being withheld until all documentation is received.

9. Exclusions

The contract shall include all portions of the Elevator equipment at the Site except as itemized herein. The contract does not cover the following, including all damage caused by others.

- .1 Mainline and auxiliary electrical power supply disconnect switches, fuses, and feeders to control equipment.
- .2 Related building items, such as machine room enclosures, entry doors & closers, smoke and heat detectors, and card access control equipment.
- .3 Car interior finishes, car door panels, handrails, and floor covering.
- .4 Cab lamps such as bulbs or tubes that can be accessed easily by Site staff from inside the Elevator cab.
- .5 Hoistway enclosure.

10. Call Back, Phone Monitoring, and Elevator Shutdowns

The Maintenance Contractor shall include call back coverage 24 hours a day, 7 days a week.

The Maintenance Contractor shall respond to critical shutdowns on the same day they are reported and 48 hours for regular service calls

11. Overtime Premium, Extra Charges

The cost of overtime for preventative maintenance or call backs shall be included where indicated for the specific equipment included in the scope of work.

No additional charges shall be invoiced other than the hourly rates as listed in the agreement and any materials excluded from this agreement. No additional surcharges for fuel or other disbursements shall be invoiced.

Where work normally covered by the maintenance agreement is performed in overtime as requested by The City of Courtenay's Representative and the overtime work is not included in the scope of work, The City of Courtenay or Co-Op's Representative shall pay for the overtime premium portion of the labour and the Maintenance Contractor shall pay for the regular time portion of the labour and all material costs.

Extra charges for work outside the scope of the agreement shall be submitted by the Maintenance Contractor to The City of Courtenay for approval prior to commencement of any such work. The City of Courtenay or The City of Courtenay's Representative reserves the right to obtain competitive proposals for any work outside the scope of the agreement. Should the City of Courtenay exercise their right and award extra work to another contractor, this will have no effect on the terms and conditions or the responsibilities of the parties of this agreement, subject to an inspection by the Maintenance Contractor.

12. Personnel and Working Hours

The Maintenance Contractor personnel shall wear appropriate attire, including but not limited to uniforms and identification tags, as necessary, in accordance with the requirements of The City of Courtenay.

The Maintenance Contractor personnel shall be trained in and work in accordance with industry standard best practices, as well as WorkSafe BC and Technical Safety BC requirements for public safety.

The Maintenance Contractor personnel shall have training and be experienced with all the vertical transportation equipment installed at the Site.

The Maintenance Contractor personnel shall have a designated supervisor assigned to the Site, and the supervisor shall be named and known to The City of Courtenay's Representative.

The Maintenance Contractor shall provide service personnel as necessary, that can work on a flexible work schedule that can start at 8:00 am to 5:00 pm.

13. Performance, Reliability, and Quality

The Maintenance Contractor shall maintain the equipment in accordance with the "maintenance duties and schedule" in accordance with these specifications. This includes levelling accuracy, speed, and acceleration of the equipment.

The Maintenance Contractor shall design and execute the maintenance program to maintain the Elevator reliability within those limits set out in these specifications.

Where equipment reliability does not meet these requirements, the Maintenance Contractor shall implement a call back reduction program to carefully track trouble calls and to implement corrective action to eliminate repetitive calls and to identify troublesome components which can be replaced or repaired to improve reliability.

The Maintenance Contractor shall maintain the equipment to provide good quality operation, including smooth ride quality (including acceleration, vibration, noise, and deceleration) and smooth door operation.

14. Reporting

The Maintenance Contractor shall maintain a logbook for the maintenance, repair and call backs located at the controller for each elevating device at the Site. These logbooks shall be in conformance with the Elevating Devices Safety Regulation and Adoption of ASME A17.1 – 16/CSA B44 – 16 Safety Code for Elevators and Escalators, the CSA B355-09 Code, Appendix B and TSBC Information Bulletin Reference number IB-ED 2019-02

MCP records shall be viewable on-site by elevator personnel in both hard copy and electronic format, in a format acceptable to a provincial safety manager, made available to that authority or the owner on request of the authority or owner.

A periodic test record for all periodic tests shall be kept as part of the MCP record both in a logbook and electronically, to be available according to the requirements of 8.6.1.4.1 (a) (3)

15. The City of Courtenay's Responsibilities

The City of Courtenay shall report any unsafe conditions immediately to the Maintenance Contractor and verify the elevating device is not operating prior to placing a call for service to eliminate billable running on arrival calls. If necessary, The City of Courtenay shall remove a unit from service.

The City of Courtenay shall ensure the Elevators are licensed to operate with Technical Safety BC.

The City of Courtenay shall keep the access to the lift area clear of obstacles.

The City of Courtenay shall keep a central logbook to provide feedback to the Maintenance Contractor and shall also acknowledge any issues provided by the Maintenance Contractor.

16. Repairs

The Maintenance Contractor shall perform all repairs necessary on the Elevator equipment.

The Maintenance Contractor shall provide two (2) weeks' notice to The City of Courtenay for any repairs that will take more than one (1) full day to complete. An exception is to be made if an issue occurs that removes the elevator from service, in which case the work may be performed as soon as The City of Courtenay is notified.

17. Vandalism and Misuse

The Maintenance Contractor shall make any repairs necessary to restore operation up to two (2) hours at the applicable billing rates on verbal notification with email follow up from The City of Courtenay's representative.

The Maintenance Contractor shall provide a quotation for any major repair required due to vandalism or misuse before the repairs are undertaken.

It is understood that repairs will not be unduly withheld while waiting for an approved quotation.

18. Equipment Improvements

Periodic upgrades may be performed to the equipment outside the scope of this work. The City of Courtenay reserves the right to obtain competitive pricing on any such work and their right to award this work to any qualified contractor of their choice.

Should work to upgrade, modernize, or alter any equipment covered by this scope of work be awarded to another contractor, The City of Courtenay reserves the right to suspend the maintenance of the equipment for the period while the work is being performed and for any subsequent warranty maintenance period, which may extend to the term on this contract.

All new equipment added during upgrading the Elevators shall be covered under this maintenance agreement (except for items listed under "exclusions" elsewhere in this agreement). The Maintenance Contractor shall maintain any additional equipment provided by other contractors on the same basis. The incumbent Maintenance Contractor shall be given the opportunity to inspect such work upon completion prior to assuming responsibility under maintenance.

Where the changes are major in nature and involve the installation of operational or motion control equipment, The City of Courtenay's representative may terminate the equipment affected from the agreement by giving thirty (30) days written notice once such a major alteration of the equipment is contracted out.

The City of Courtenay reserves the right to renegotiate the quarterly rate of an Elevator that has undergone a major alteration to a lower rate due to improvements to the system reliability. This pricing should be agreed upon in advance of any upgrade work.

19. Spare Parts, Wiring Schematics

The Maintenance Contractor shall have a stock of spare parts at this Site to be able to take care of routine maintenance repairs.

The Maintenance Contractor shall be able to obtain parts within 24 hours of a shut down for most boards or other parts that are not practical to have stocked on hand.

The Maintenance Contractor shall ensure that all the wiring schematics are available and advise The City of Courtenay if any such schematics are missing.

The Maintenance Contractor shall record any changes made to the equipment on the schematics and maintain a duplicate set of prints in a central location.

Wiring schematics shall be laminated and stored in a safe, tidy manner to avoid creases or other damage to the schematics.

20. Special Tools

The Maintenance Contractor shall retain on Site specialty tools required to provide diagnostics and resets of equipment that is shut down.

21. Customer Service

The Maintenance Contractor shall provide a designated customer service representative. This representative will visit the Site at least annually, review the logbooks, and check in with The City of Courtenay's representative.

The customer service representative will be responsible for preparing and presenting the annual reports required in these specifications.

22. Quality Control and Non-Performance

The Maintenance Contractor shall correct any deficiencies within 30 days of receipt of notice of any deficiencies.

The City of Courtenay reserves the right to hire another qualified elevator contractor to correct outstanding deficiencies and charge back the Maintenance Contractor for this work.

The Maintenance Contractor shall aid with any follow up inspections that may be required.

The Maintenance Contractor shall complete any directives listed by the Authority Having Jurisdiction, provided they are the responsibility of the Maintenance Contractor, within 30 days.

23. Appendix A – Elevator Details

Description of Equipment

Building	Qty	Type	Landings	TSBC ID
Fire Hall	1	Direct Acting Hydraulic - 2000 lbs. @100 fpm	Two (2)	19158
Florence Filberg Centre	1	Direct Acting Hydraulic - 2000 lbs. @125 fpm	Two (2)	11273
Courtenay Museum & Palaeontology Centre	1	Direct Acting Hydraulic - 8000 lbs. @ 100 fpm	Two (2) front, One (1) rear	7599
Comox Art Gallery	1	Direct Acting Hydraulic - 2500 lbs. @125 fpm	Three (3)	22144
Sid Williams 1	1	Vertical Platform Lift – 1000 lbs. @ 50 fpm.	Two (2)	19136
Sid Williams 2	1	Stage (Scissor) Lift – 4000 lbs. @ 10 fpm	Two (2)	7120
Lewis Centre	1	Vertical Platform Lift – 750 lbs. @ 30 fpm	Two (2)	28367

Regular and Overtime Coverage

- Regular Time Hours are 8:00AM to 5:00PM, Monday to Friday, excluding holidays.

Elevator #	Maintenance	Repairs	Call Backs
All	R	R	R

R = Regular Time Only Included

O = Overtime included in the base contact

Schedule C - Schedule of Rates

Labor Unit	Hourly Rate		
	Year 1	Year 2	Year 3
Regular Time - Mechanic			
Regular Time - Helper			
Overtime Premium - Mechanic			
Overtime Premium - TEAM			

Quarterly Maintenance Prices			
Location	Year 1	Year 2	Year 3
Fire Hall			
Florence Filberg Centre			
Courtenay Museum & Palaeontology Centre			
Comox Art Gallery			
Sid Williams 1			
Sid Williams 2			
Lewis Centre			
Total Quarterly Maintenance Price			

Mark-Up % On Parts – valid for term of contract	
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"TITLE OF" AGREEMENT

THIS AGREEMENT made the **XX** day of **XX**, 2020.

BETWEEN

THE CORPORATION OF THE CITY OF COURTENAY
830 Cliffe Avenue
Courtenay, B.C.
V9N 2J7
(hereinafter the "City")

OF THE FIRST PART

AND

CONTRACTOR
(hereinafter the "Contractor")

OF THE SECOND PART

WHEREAS:

The City wishes to hire the Contractor for the Work as described herein, and desires to engage the Contractor to perform said Work.

The Contractor has agreed to perform the said Work in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the terms, covenants and conditions herein contained, the parties hereto, hereby covenant and agree as follows:

1. CONTRACTOR'S SERVICES TO THE CITY

- 1.1 The Contractor shall provide and be fully responsible for the following services, **description of work or services**, (hereinafter called the "Work"):
- 1.2 The Contractor must provide and is responsible for the Work outlined in their proposal dated **XX**, (attached hereto as *Schedule A*) submitted to the City by the Contractor in response to the City's bid opportunity **XX + Addendums** (attached hereto as *Schedule B*), forming an integral part of this Agreement.
- 1.3 The Contractor shall perform the Work:
 - a) With the degree of care, skill and diligence normally applied in the performance of Work of a similar nature;
 - b) In accordance with current professional practices;
 - c) In conformance with the latest industry standards and regulations applicable at the time of the Work to be undertaken.
- 1.4 The Contractor must furnish all personnel required to perform the Work and personnel must be competent and qualified to perform the Work.
- 1.5 Where specific personnel have been proposed by the Contractor for the performance of the Work, and have been accepted by the City, the personnel may not be replaced without the prior written consent of the City.
- 1.6 The Contractor must commence the Work in a timely manner and carry out the Work in accordance with the completion dates set out in the work plan and stated on the Bid Form.

2. TERM OF CONTRACT & PERFORMANCE EVALUATION

- 2.1 The Work shall be completed on or before the date agreed to by the Contractor and the City, subject to inspection and approval by the City's project representative.
- 2.2 All contracts and any applicable extensions, are subject to a performance evaluation to be conducted by the City either at the end of the project or annually, whichever is earliest.

3. PAYMENT

- 3.1 In consideration of the Work performed by the Contractor to the satisfaction of the City, the City shall pay to the Contractor the unit prices as prescribed in *Schedule A* attached hereto and forming an integral part of this Agreement. Any addition to *Schedule A* or price increase requested by the Contractor must be approved in writing by the City.
- 3.2 The Contractor shall submit detailed invoices each month. Each invoice will show the purchase order number **XX**, the percentage of the Services that are complete, and the amount of the GST applicable. The City shall pay the invoice net 30 days of receipt. Invoices are to be submitted (email preferred) to:

City of Courtenay
Accounts Payable

830 Cliffe Avenue,
Courtenay, B.C. V9J 2N7
finance@courtenay.ca

- 3.3 No prepayment of goods or services shall occur unless agreed to in writing by the City.
- 3.4 The contract price or schedule of rates included in *Schedule A* shall be the entire compensation owing to the Contractor for the Work and this compensation shall cover all profit and all costs of supervision, labour, material, equipment, overhead, financing, warranty work, and all other costs and expenses whatsoever incurred in completing the Work.
- 3.5 The Contractor shall keep proper accounts and records of all costs and expenditures forming the basis of the billing to the City, including but not limited to hours worked, details of disbursements and percentage amounts of work completed. The City shall be entitled to verify the accuracy and validity of all billings and payments as shall be reasonably necessary or advisable.

4. CHANGES TO SCOPE OF WORK

- 4.1 The City may at any time vary the scope of work to be provided by the Contractor as part of the Work. In that case and where this Agreement contains a limit or limits in Section 3 as to the maximum fees and disbursements to be paid to the Contractor for all or any part of the Work, such limit or limits shall be adjusted as agreed to by both parties in writing and failing agreement, as reasonably determined by the City. Should the Contractor consider that any request or instruction from the City constitutes a change in the scope of the Work, the Contractor shall so advise the City within five (5) days in writing. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees to the Contractor.

5. UNDERTAKING OF RELEASE AND INDEMNIFICATION

- 5.1 The Contractor hereby indemnifies and releases the City, its officers, employees and agents from all costs, losses, damages and disbursements including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, its officers, servants and agents, and sub-contractors in connection with their performance of the Work under this Agreement except where such loss arises solely out of negligence on the part of the City, its officers, servants and agents.
- 5.2 This release and covenant of indemnification above set forth shall survive termination of the term of this Agreement.

6. INSURANCE

- 6.1 The Contractor agrees to obtain at its own expense and submit to the City prior to commencing the Work under this Agreement:
- a) Comprehensive General Liability Insurance (CGL) policy with coverage of not less than \$2,000,000 per claim and aggregate per year (hereinafter the CGL policy). The CGL policy shall include liability for Bodily Injury, Property Damage, and Non-Owned

Vehicles, including Broad Form products and completed operations, shall name the City as an additional insured and contain a Cross Liability clause. The CGL policy shall remain in full force and effect at all times during the term of this Agreement;

- b) Motor Vehicle Insurance, including bodily injury and property damage in an amount not less than \$2,000,000 per occurrence covering all owned, non-owned, leased, rented or temporary vehicles;
 - c) The Contractor is responsible for any deductible amounts under the policies. The cost of all insurance required by this Agreement shall be included in the Contractor's fees.
 - d) The insurance policies shall be on terms satisfactory to the City. Insurance policies must be signed by an authorized representative of the insurance brokerage firm. Proof of the insurance policies, to the satisfaction of the City, and shall be delivered to the City prior to commencement of the Work. Such proof shall confirm that coverage is in effect, identify the City as an additional insured under the CGL policy, describe the type and amount of insurance, list major exclusions and agree to provide the City 30 days' prior written notice of cancellation of any insurance policy.
- 6.2 Should the Contractor hire a sub-contractor (pre-approved by the City) to perform any work related to the Work, the Contractor shall in turn, ensure the sub-contractor has obtained insurance on the same terms as outlined in 7.1 above. Such insurance shall include the City as an additional insured and shall include coverage for all operations required for the sub-contractor's work under this Agreement.
- 6.3 The foregoing insurance requirements shall not in any way reduce the Contractor's obligations to release and indemnify the City as outlined in Section 5 "Undertaking Release and Indemnification".

7. LICENSES AND PERMITS

- 7.1 a) A City of Courtenay Business License or Mid-Island Inter-municipal Business License valid for the term of the work to carry out and complete the Works; and
- b) All other permits and licenses necessary to carry out and complete the Works.

8. HEALTH & SAFETY

- 8.1 During the term of this Agreement the Contractor shall ensure that all work performed is in compliance with all applicable health & safety regulations and guidelines, including without limitation the Workers Compensation Act and Regulation of B.C.
- 8.2 The Contractor shall provide a copy of the Contractor's Health & Safety Program and/or Safe Work procedure to the City prior to the commencement of the Work.
- 8.3 The Contractor shall be responsible for WorkSafe BC assessments relating to its work under this Agreement and the work of its sub-contractors. It shall remain in good standing with WorkSafe BC for the term of the Agreement.
- 8.4 If the Contractor fails to comply with any clause 8.1, 8.2 and 8.3 of this Agreement, the City may terminate this Agreement for cause.
- 8.5 The Contractor may be designated the Prime Contractor by the City for the immediate

and/or designated Work area. The Contractor shall complete, authorize and forward a Prime Contractor Designation form to the City prior to the commencement of the Work.

- 8.6 If designated Prime Contractor, the Contractor shall coordinate a work site risk assessment with the City's project representative prior to commencement of any Work.

9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 9.1 The City is subject to the Province of British Columbia's "Freedom of Information and Protection of Privacy Act". All documents will be received and held, to the extent reasonable, in confidence by the City and the information will not be disclosed except to the degree necessary for carrying out the City's purposes or as required by law.

10. CITY APPROVALS

- 10.1 No reviews, approvals or inspections carried out or information supplied by the City derogate from the duties and obligations of the Contractor, with respect to the Work and all responsibility for the Work is the Contractor's.

11. DEFAULT AND TERMINATION

- 11.1 The City reserves the right, at its sole discretion, to terminate the Agreement for any reason, including in the event the Contractor is in default due to an insolvency event or the Contractor fails to perform any of the Contractor's obligations under this Agreement or any representation or warranty made by the Contractor in this Agreement is untrue or incorrect, upon providing ten (10) days written notice to the Contractor.
- 11.2 At the time of a default event, or at any time thereafter, the City may at its option elect to do any one or more of the following:
- a) By written notice to the Contractor, require that the event of default be remedied within a time period specified in the notice;
 - b) Pursue any remedy or take any other action available to it at law or in equity; or
 - c) By written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under Section 11.2.a.
- 11.3 No failure or delay on the part of the City to exercise its rights in relation to an event of default will constitute a waiver by the City of such rights.
- 11.4 If the City terminates this Agreement the City must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule A which corresponds with the portion of the Services that was completed to the City's satisfaction before termination of the Agreement. The Contractor must, within 30 days of such termination, repay to the City any paid portion of the fees and expenses described in Schedule A which corresponds with the portion of the Services that the City has notified the Contractor in writing was not completed to the City's satisfaction before termination of this Agreement.

- 11.5 The payment by the City of the amount described in Section 11.4 discharges the City from all liability to make payments to the Contractor under this Agreement.

12. NON-DISCLOSURE

- 12.1 The Contractor acknowledges that in performing the Work required under this Agreement, it will acquire information about certain matters which is confidential to the City, and the information is the exclusive property of the City.
- 12.2 The Contractor undertakes to treat as confidential all information received by reason of its position as Contractor and agrees not to disclose it to any third party either during performance of the Work or after the Work have been rendered under this Agreement.

13. CONFLICT OF INTEREST

- 13.1 The Contractor agrees it will not provide any Work or Services to any person in circumstances that, in the City's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the City under this Agreement.
- 13.2 The Contractor declares and confirms that it has no pecuniary or other interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in performing the Work.
- 13.3 If any such conflict of interest occurs during the term of this Agreement, then the Contractor shall immediately declare it in writing to the City and, at the direction of the City, the Contractor shall promptly and diligently take steps to the satisfaction of the City to resolve the conflict.

14. WARRANTIES

- 14.1 The Contractor shall supply a minimum warranty for the Work which shall survive the date of completion of the Work as agreed to by the Contractor and the City.
- 14.2 The minimum warranty for labour shall be one (1) year and the materials warranty shall be as per the manufacturer's or Contractor's warranty, whichever is greater.

15. COMPLIANCE WITH LAWS AND RESOLUTION OF DISPUTES

- 15.1 This Agreement shall be governed, interpreted and construed according to the laws of British Columbia.
- 15.2 This Agreement and all disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it shall be governed by the laws of the Province of British Columbia.

16. ENVIRONMENTAL IMPACT REDUCTION REQUIREMENTS

- 16.1 The City requires the management of its assets in an environmentally sound manner and integrates environmental factors into planning and decision making. The intent is to

conserve natural resources and to minimize negative impacts on the environment, while retaining optimal product or service performance. The City encourages the Contractor and sub-contractors to minimize impacts on the environment including recycling, re-use of materials where applicable and reduction of landfill waste.

16.2 Non-idling of Vehicles

In the interest of reducing negative impacts on human health, all Contractors working directly or indirectly for the City or on City owned property must ensure that when vehicles or equipment are not required to be running for operational purposes every effort is made to reduce engine idling.

Idling time shall be permitted to provide safe and efficient engine warm up time, 3 to 5 minutes for heavy duty vehicles and equipment, and up to 1 minute for light duty vehicles and equipment. During field operation, the same criteria shall apply.

These time periods have been calculated by Natural Resources Canada to account for all incremental weather wear on batteries and starters as well as the incremental usage associated with re-starting the engine. The anti-idling criteria do not apply to any situation where the safety of the operator, passengers or other person shall be compromised by turning off the engine.

17. FORCE MAJEURE

17.1 Definitions relating to force majeure;

a) "Event of Force Majeure" means one of the following events:

- i) a natural disaster, fire, flood, storm, epidemic or power failure;
- ii) a war (declared and undeclared), insurrection or act of terrorism or piracy;
- iii) a strike (including illegal) work stoppage or slowdown) or lockout, or
- iv) a freight embargo.

If the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

17.2 Consequences of Force Majeure

An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of Section 17.3.

17.3 Duties of Affected Party

An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit

the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

IN WITNESS WHEREOF, the parties shall execute this Agreement with effect as of the date first forth above.

THE CORPORATION OF THE CITY OF COURTENAY

By: _____
Signature

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____
Signature

Name: _____

Title: _____

Date: _____

SCHEDULE E

“PRIME CONTRACTOR DESIGNATION”

PROJECT TITLE: Q20-08 Elevator Inspection and Maintenance Services
WORK DESCRIPTION: Elevator Inspections, Maintenance and Service Calls
LOCATION: Courtenay, B.C.
OWNER: City of Courtenay

This declaration is a WorkSafe BC requirement for work on City-owned properties, projects, and developments.

As per the requirements of the *Workers' Compensation Act* Part 3, Division 3, Section 118 (1-3) which states:

Coordination of multiple-employer workplaces

118 (1) In this section:

“**multiple-employer Workplace**” means a Workplace where workers of 2 or more employers are working at the same time;

“**prime contractor**” means, in relation to a multiple-employer workplace,

- (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that Workplace to be the prime contractor for the purposes of this Part, or;
- (b) if there is no agreement referred to in paragraph (a), the owner of the Workplace.

(2) The prime contractor of a multiple-employer Workplace must:

- (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and;
- (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.

(3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer’s workers at that Workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the Workers Compensation Act and WorksafeBC OH&S Regulation.

As a Contractor signing this Prime Contractor Designation form with the City of Courtenay (the “Owner”), you are agreeing that your company, management staff, supervisory staff and workers will comply with the Workers Compensation Board Occupational Health and Safety Regulation and the *Workers' Compensation Act*.

Any WorksafeBC OH&S violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

I fully understand and accept the responsibilities of the Prime Contractor designation in accordance with the Workers’ Compensation Act for all work on City-owned property; as described above, and will abide by all WorkSafe BC Regulation requirements.

WorkSafe BC *Notice of Project No.* (if applicable): _____

Company: _____

Signed: _____

(Authorized Signatory)

Date: _____