



Department of Finance  
Procurement Services

**REQUEST FOR PROPOSAL**  
**Tender Number: 5149**  
**Closing Date: 8 - NOV - 2018**  
**Closing Time: 12:00PM AST**

## **School Elevator & Lift Inspection and Service (Various Buildings) Province Wide – Public Schools Branch**

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### **1. Check for changes to this request**

Before submitting this proposal, visit the Procurement website [www.princeedwardisland.ca/en/tenders](http://www.princeedwardisland.ca/en/tenders) to see if any Addenda detailing changes have been issued on this tender. Changes may be posted up until the tender closing time. It is your responsibility to acknowledge and take into account **ALL ADDENDA**.

### **2. Give your business information (please print)**

Name of Company: \_\_\_\_\_  
(If you are not a registered company, give your name)

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Email Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

HST/GST Registration Number (BN): \_\_\_\_\_ (leave blank if NOT applicable)

### **3. Review the following documents, which will form part of your proposal**

All documents can be found on the Procurement Services website at [www.princeedwardisland.ca/en/tenders](http://www.princeedwardisland.ca/en/tenders).

- **Atlantic Standard Terms and Conditions**
  - **Applicable Trade Agreements**
  - **This tender opportunity is issued in accordance with the provisions of the Atlantic Procurement Agreement and the Agreement on Internal Trade. Vendors are encouraged to read the Atlantic Provinces Standard Terms and Conditions, prior to submitting any bid.**
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#### 4. Additional Information

- Prices are to be in Canadian Funds.
- Price to include: Freight & Delivery.
- Each item is regarded as a separate tender and the Province reserves the right to accept all or any portion thereof. Awarded items may be split between two (2) or more vendors.
- The results of this tender shall be open for a period of **30 days** to all Government Departments, Crown Corporations, Agencies, Boards and Commissions including the Broader Public Sector as described in the Atlantic Standard Terms and Conditions (MASH Sector).  
<http://www.atlanticsuppliers.ca/acts-regulations/atlantic-provinces-standard-terms-and-conditions-goods-and-services/>
- Vendors are advised that all documents forming part of the RFQ process, including all submitted proposals, are subject to the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP"). A copy of FOIPP is available at:  
<https://www.princeedwardisland.ca/en/legislation/all/all/a>

#### 5. Give your delivery and payment terms

<b>Delivery Required by:</b>		<b>Goods will be delivered by:</b>	
<b>Delivery Location:</b>			
<b>FOB:</b>	Destination <input type="checkbox"/>	Other <input type="checkbox"/>	(Please Specify) _____
<b>Payment Terms:</b>	Net 30 <input type="checkbox"/>	Other <input type="checkbox"/>	(Please Specify) _____

#### 6. Acknowledge receipt of addenda (if any)

<b>ADDENDUM</b>	<b>SIGNATURE</b>
Addendum #1	
Addendum #2	
Addendum #3	

Were there more than three addenda for this proposal?                      YES                      NO

Indicate the number of additional addenda you have received.

Please sign indicating that you acknowledge the additional addenda noted above \_\_\_\_\_

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## 7. Sign your Proposal

I confirm that the information I provided on this proposal is complete and accurate and that I am authorized to sign on behalf of the company.

Name (please print): \_\_\_\_\_ Position or Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 8. CONTACT INFORMATION

### About the good or service:

**Name: Blake Crockett**  
**Phone: 902-368-6815**  
**E-mail: bocrockett@edu.pe.ca**

### About the procurement process:

**Procurement Officer: Melanie Barlow**  
**Phone: 902-368-4042**  
**E-mail: mcbarlow@gov.pe.ca**

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APPENDIX A:

TENDER SPECIFICATIONS:

# **SPECIFICATION**

**FOR**

## **School Elevator & Lift Inspection and Service (Various Buildings)**

**Prince Edward Island (Province Wide)**

Prepared by:  
The Public Schools Branch  
October 2018

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## **SECTION A – INVITATION TO BIDDERS**

Sealed tenders will be received at the Public Schools Branch until **12 P.M., Local Time, on November 8th, 2018**. Tenders are to be clearly marked to indicate the project being bid on.

### **School Elevator & Lift Inspection and Service (Various Building) Prince Edward Island (Province Wide)**

Stratford Office  
2-234 Shakespeare Drive  
Stratford, PE C1B 2V8  
(Mailing Address: PO Box 8600, Charlottetown, PE C1A 8V7)

Or

Summerside Office  
250 Water Street, Suite 201  
Summerside PE C1N 1B6

#### **Scope of Work:**

1. Provide monthly inspections and periodic preventive maintenance for the attached listed elevators lifts in a manner that will ensure continuous and safe operation in accordance with the attached performance work statement and contract terms and conditions. Specifications may be obtained from the Public Schools Branch offices.

Bids will not be opened or reviewed until after the closing of the tender process (12 pm. on November 8th, 2018). Lowest or any Tender will not necessarily be accepted.

Any additional information can be obtained by contacting **Fred Horrelt (Property Services Coordinator) at (902)-368-6961**.

## **SECTION B – INSTRUCTIONS TO BIDDERS**

### **1. GENERAL**

- a. The Tender Documents including General Conditions of Contract, the Instructions to Bidders, Specifications, Tender Form and Appendices are all complementary and shall be read together.
- b. Each Tenderer shall examine the Tender Documents as soon as possible after receipt thereof and should he or she discover any errors or omissions therein, he or she shall notify the Public Schools Branch as soon as possible and at least Seven (7) days prior to the date set for receiving tenders so that further instructions and/or drawings may be issued to all Tenderers before the date set for receiving tenders.

### **2. ADDENDA**

- a. Tenders may, during the tendering period, be advised by addenda of required additions to, deletions from, or alterations to the requirements of the tender Documents. All such changes shall become an integral part of the Tender Documents and shall be allowed for in arriving at the fixed sum tender figure.

### **3. CONTRACT SCHEDULE**

- a. Service maintenance contract for elevators is to begin December 1, 2018 for the following schools (see Appendix A):
  - i. Alberton Elementary
  - ii. Belfast Consolidated
  - iii. Birchwood Intermediate
  - iv. Bloomfield Elementary
  - v. Bluefield Elementary
  - vi. Cardigan Consolidated
  - vii. Central Queens
  - viii. Charlottetown Rural
  - ix. Colonel Gray High
  - x. Eliot River Elementary
  - xi. Elm Street Elementary
  - xii. Englewood
  - xiii. Hernewood Intermediate
  - xiv. Kinkora Regional
  - xv. LM Montgomery Elementary
  - xvi. ME Callaghan Intermediate
  - xvii. Miscouche Consolidated
  - xviii. Montague Consolidated
  - xix. Montague Regional
  - xx. Morell Consolidated
  - xxi. Morell High
  - xxii. O'Leary Elementary
  - xxiii. Parkside Elementary



- xxiv. Prince Street Elementary
  - xxv. Queen Charlotte Intermediate
  - xxvi. Queen Elizabeth Elementary
  - xxvii. Sherwood Elementary
  - xxviii. Souris Regional
  - xxix. Spring Park Elementary
  - xxx. St. Jean. Elementary
  - xxxi. Stonepark Intermediate
  - xxxii. Summerside Intermediate
  - xxxiii. Vernon River Consolidated
  - xxxiv. West Kent Elementary
- b. Service maintenance contract for elevators is to begin March 1, 2019 for the following schools (see Appendix A):
- i. Greenfield Elementary
  - ii. Kensington Intermediate
  - iii. Three Oaks Senior High
  - iv. Westisle Composite High
- c. Service maintenance contract for elevators is to begin June 1, 2019 for the following schools (see Appendix A):
- i. East Wiltshire Intermediate
  - ii. Glen Stewart Primary
  - iii. Montague Intermediate
- d. Service maintenance contract for all lifts (see Appendix A) are to begin December 1, 2018.
- e. Service maintenance contract to end December 31, 2021.
- f. Notwithstanding the provision of article 3, this contract may continue on a year to year basis or a further two (2) year term following the termination date, by sixty (60) days advance written notice and mutual written consent of both parties.
- i. Should the contract extend beyond the termination date, as per article 3, the price shall (at the discretion of the Public Schools Branch), be subject to review and adjustment based on mutual agreement as negotiated by the Public Schools Branch and Contractor. Commencement of the contract extension shall be on January 1<sup>st</sup> of each year throughout the remaining term of the contract.
- g. This contract, from time to time, may delete, add, or include elevators owned, operated and or managed by the Public Schools Branch. The deletion and/or addition of units shall be as per the terms of this contract. The rate for the addition of an elevator will be by mutual agreement as negotiated by the Public Schools Branch and contractor.
- h. In the event that any elevating device(s) or lift(s) is/are not in service for a period of 14 days, or more, the Contractor shall credit the owner one month's contract price for the unit(s) that is/are not in service. After this 14 day period the monthly contract price is to be suspended for the subject unit(s), from the date the unit(s) was (were) taken out of service. Any

accumulated fees or payments shall be reversed and, if applicable, a credit provided to the owner.

4. SUPERVISION AND COORDINATION

- a. The Contractor shall be responsible for supervising and coordinating all aspects of the work.

5. RESPONSIBILITY

- a. The Contractor shall be responsible to be fully familiar with the complete documents and shall include in his or her tender those items which are named, implied, or traditionally a part of the general contract work.

6. SITE INSPECTOR

- a. There will be an Inspector representing the Province of PEI. No work is to be covered without having received approval from the Inspector. The Inspector will have the authority to cause any part of the work to cease, should, in his or her opinion, there be cause to do so this work shall be examined by the Department and approval granted to resume when a satisfactory solution has been found.
- b. The inspector does not have authority to authorize changes to work. He or she shall confer with the Public Schools Branch or Engineer who, if necessary will authorize any change.
- c. The fact that the inspector does not reject any work shall not remove the responsibility for completing all work as specified; from the Contractor.

7. EXPERIENCE REQUIREMENTS

- a. Supervision: The Contractor shall keep on the work, during the term of this contract, a competent superintendent and any necessary assistants, all satisfactory to the Public Schools Branch. The superintendent shall represent the Contractor in his absence and directions on minor matters given to him shall be held to be given to the Contractor. Important directions shall be given in writing to the Contractor. The Contractor shall give efficient supervision to the work using his best skill and attention.
- b. Elevator Mechanics: All work shall be performed by Elevator Mechanics directly employed and supervised by the Contractor. None of the actual maintenance work shall be subcontracted, except for the rebuilding of major components by qualified suppliers. All maintenance personnel directly engaged in the Work to be accomplished under this contract shall be competent on this type of equipment and hold current certification and licensing as required under all applicable acts and codes governing elevator maintenance on Prince Edward Island

8. GUARANTEES

- a. The Contractor shall be required to guarantee the work of this Contract for the full period named in this contract, after the Owner's acceptance of the work, against improper or defective materials and workmanship, and shall

repair and make good at his or her own expense any damage to the building and contents through any of the above causes during this period. Any contract omissions and/or deficiencies reported to the Contractor within twelve months after acceptance of the work shall be made good by the Contractor at his or her own expense.

- b. Notwithstanding the above, the bidder's attention is directed to the fact that certain individual items on this project may be required to be guaranteed by the manufacturer for periods in excess of twelve months. These specific requirements are to be found in various sections of the Specifications for this project.

#### 9. PUBLIC SCHOOLS BRANCH'S INTERPRETATION

The Public Schools Branch interpretation of specifications shall be final. Should Contractor have any doubt as to interpretation, he or she shall refer to the Public Schools Branch for clarification before submitting his or her tender. No allowances or extras will be made for misinterpretation of plans and specifications by Contractor.

#### 10. PERMITS, REGULATIONS AND TAXES

- a. All permits and fees required for the proper completion and inspection of the work herein specified will be paid for by the contractor. All applicable taxes shall be included in the tender price, excluding the Harmonized Sales Tax. The Contractor, as per current Provincial Regulations, shall include on all invoices the Harmonized Sales Tax as an additional line item. This would be in addition to the tender amount which does not include HST.
- b. The work shall be completed to the satisfaction of the Public Schools Branch and local inspecting authorities.
- c. In the absence of any provisions contained herein, the applicable Provincial Codes or the National Building Code shall govern in that order.
- d. The latest edition of the Canadian Electrical Code shall govern all Electrical work, whether prewired and/or assembled remote from the site or not.
- e. All equipment supplied or installed shall be CSA approved for the intended use.
- f. All materials, components and equipment as well as construction methods shall comply with the latest edition of the National building Code and all other applicable codes or regulations.
- g. The latest edition of the P.E.I. Occupational Health and Safety Act and Regulations shall govern safe construction practices.

#### 11. EXISTING CONDITIONS

- a. Bidders will be held to have examined the Tender Documents, to have visited the site and to have informed themselves as to existing conditions and limitations.

- b. If in the performance of the contract, subsurface or latent conditions at the site are found to be materially different from those indicated by the drawings and specifications, or unknown conditions not usually inherent in work of the character shown and specified, the attention of the Public Schools Branch shall be called immediately in writing to such conditions before they are disturbed. Upon such notice, or upon his or her own observation of such conditions, the Public Schools Branch shall promptly make such changes in the tender documents as he or she finds necessary to conform to the different conditions and any increase or decrease in the cost shall be adjusted as provided under "Changes in the Work."

## 12. RECEIPT AND OPENING OF TENDERS

- a. Tenders will be opened at the time and place stated in the tender call. The officer whose duty it is to open them will decide when the specified time has arrived. No responsibility will attach to any officer for the premature opening of a bid not properly addressed and identified.

## 13. AWARD OF CONTRACT

- a. If the tender is accepted the Contract will be awarded as promptly after the opening of bids as is possible. The selection of the tender that is accepted shall be at the sole discretion of the Public Schools Branch.
- b. Each bidder shall be prepared, if so requested by the Public Schools Branch, to present evidence of his or her experience, qualifications and financial ability to carry out the terms of the contract.

## 14. TENDER SUBMISSION

- a. Tenders must be submitted on the form included with this specification. This form must be completely filled out in ink, or be typewritten with the signature in longhand. The completed forms shall be without interlineation, alteration or erasures.
- b. The tender, together with the Tender Security described in this section must be addressed and delivered in a sealed envelope marked "Tender" and bearing the name of the Contractor submitting the tender, together with identification indicating the name of the project.
- c. Tenders will be received at the place and time indicated in the tender call. Late tenders will not be accepted and will be returned unopened to the tenderer.
- d. Amendments to the submitted offer will be permitted if received in writing prior to tender closing and if endorsed by the same party or parties who signed and sealed the offer.
- e. The receipt of addenda for the project shall be acknowledged by filling in the addendum number and date of issue for each addendum on the appropriate line in the tender form. These lines shall be initialed by the person signing the tender after they have been filled in.

- f. Any appendices to the tender form requesting information on suppliers, subcontractors or alternate prices shall be filled in for the tender to be considered complete.

15. TAXES

All tenders submitted shall **exclude** the Harmonized Sales Tax.

16. CONFIDENTIALITY AND FREEDOM OF INFORMATION (Effective November 1, 2002)

- a. By submitting your bid, you agree to disclosure of the information supplied, subject to the provisions of the Freedom of Information and Protection of Privacy (*FOIPP*) Act.
- b. Anything submitted in your bid that you consider to be “confidential information” because of its proprietary nature should be marked as “**confidential**”, and will be subject to appropriate consideration under the *Freedom of Information and Protection of Privacy Act*.
- c. During the delivery and installation of goods and/or services, you may have access to confidential or personal information. Should this occur, you must ensure that such information is not released to any third party or unauthorized individual.
- d. Any information provided on this contract may be subject to release under the *Freedom of Information and Protection of Privacy Act*. You will be consulted prior to the release of any information.

## **SECTION C – GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITIONS**

- a. The Contract Documents shall include instructions to Tenderers, General Conditions, Supplementary General Conditions, Specifications, Tender Form and the signed agreement.
- b. The Contractor and the Public Schools Branch are those named as such in the Agreement and Specifications.
- c. The term "Subcontractor" includes only a person, firm or corporation having a contract for the execution of a part or parts of the work included in the Contract, and a person, firm and corporation furnishing material called for in the Contract and worked to a special design according to the Drawings or Specifications, but does not include one who merely furnishes material not so worked.
- d. The term "work" includes all services required, as shown or described in the contract documents, supplied and installed or erected complete at the place of building.
- e. The term "Other Contractor" means any person or firm or corporation employed by or having a contract directly or indirectly with the Owner otherwise than through the Contractor.
- f. The place of building is the designated site or location of the completed work.
- g. The law of the place of building shall govern the work.
- h. For the purpose of contract signing authority, the Director is the Director of Corporate Services and/or The Property Services Coordinator with the Public Schools Branch.

### **2. DOCUMENTS**

The contract documents shall be signed in duplicate by the Public Schools Branch and Contractor. The Contract documents are complementary and what is called for by anyone shall be as binding as if called for by all. The intention of the documents is to include all labor and materials reasonably necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, section or trade in the specifications shall be supplied unless shown on the drawings. Descriptions of materials or work in words which so applied have well known technical or trade meanings shall be held to refer to such recognized standards.

All specifications shall be interpreted in conformity with the agreement and these general conditions which shall govern.

### **3. PUBLIC SCHOOLS BRANCH AND CONTRACTOR**

The Public Schools Branch is, in the first instance, the interpreter of the Contract and the judge of its performance; he or she shall use his or her powers under the Contract to enforce its faithful performance by both parties hereto. The Contractor shall, however, have complete control of his or her organization. In

case of the termination of the employment of the Public Schools Branch, the Owner shall appoint any Public Schools Branch whose status under the Contract shall be that of the former Public Schools Branch.

4. THE PUBLIC SCHOOLS BRANCH'S DECISION

The Public Schools Branch shall decide on questions arising under the contract documents, whether as to the performance of the work or the interpretation of the Specifications and drawings, but should the contractor hold such decisions to be at variance with the contract documents or to involve changes in work already built, fixed, ordered or in hand in excess of the Contract, or to be given in error, he or she shall notify the Public Schools Branch before proceeding to carry them out. In the event of the Public Schools Branch and the Contractor failing to agree as to such excess or error and the Public Schools Branch deciding to carry out such disputed work, the Contractor shall act according to such decision. Any question of excess of cost due to the aforesaid cause may be decided in the manner hereinafter provided in Article 28.

5. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, and light necessary for the execution of the work. Unless otherwise specified all materials shall be new. Both workmanship and materials shall be of the quality specified. The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her.

6. INSPECTION OF WORK

The Public Schools Branch and their representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the Specifications, the Public Schools Branch's instructions, the laws, or the ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Public Schools Branch timely notice of its readiness for inspection, and if the inspection is by an authority other than the Public Schools Branch, of the date and time fixed for such inspection. Inspections by the Public Schools Branch shall be promptly made. If any such work should be covered up without approval or consent of the Public Schools Branch, it must, if required by the Public Schools Branch, be uncovered for examination and made good at the Contractor's expense. Re-examination of questioned work may be ordered by the Public Schools Branch. If such work be found in accordance with the Contract, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the contract, through the fault of the Contractor, the Contractor shall pay such cost.

7. REJECTED WORK

The Contractor shall promptly remove from the premises any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or other act of the Contractor, which has been condemned by the Public Schools Branch as failing to conform to the contract documents, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his or her own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned materials or work within the time fixed by written notice, the Owner may remove them and may store such materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within Five (5) days thereafter, the Owner may, upon Ten(10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

8. DEDUCTIONS FOR UNCORRECTED WORK

If, in the opinion of the Public Schools Branch, it is not expedient to correct defective work or work not done in accordance with the contract documents, the Owner may deduct from the contract price the difference in value between the work as done and that called for by the contract, the amount of which shall be determined in the final instance by the Public Schools Branch.

9. CORRECTION AFTER COMPLETION

Subject to any special provisions in the contract documents, the Contractor shall remedy any defects due to faulty materials or workmanship appearing within a period of one year from the date of substantial completion of the work and shall pay for any damage to other work resulting therefrom which appears within such period and neither the final certificate nor payment thereunder shall relieve the Contractor from responsibility hereunder. The Owner shall give notice of observed defects promptly. Questions arising under this Article may be decided as provided in Article 28.

10. EMERGENCIES

The Public Schools Branch has authority in an emergency to stop the progress of the work whenever, in his or her opinion, such stoppage may be necessary to ensure the safety of life, or of the structure, or neighboring property. This includes authority to make such changes and to order, access and award the cost of such work extra to the Contract or otherwise as it may, in his or her opinion, be necessary.

11. PROTECTION OF WORK AND PROPERTY

The Contractor shall maintain continuously adequate protection of all his or her work from damage and shall take reasonable precautions to protect the Owner's property from all injury arising in connection with this Contract. He or she shall



make good any damage or injury to his or her work and shall make good any damage or injury to the property of the Owner resulting from the lack of reasonable protective precautions. He or she shall not be responsible, however, for any damage or injury to his or her work and to the property of the Owner which may be directly due to errors in the contract documents or caused by the Owner, his or her agents, or employees, or from any work or risk which the Owner has agreed to insure, provided the Contractor has taken reasonable protective precautions. He or she shall adequately protect adjacent property as required by law and the contract documents.

## 12. CONTRACTORS' INSURANCE

### a. INDEMNITY/HOLD HARMLESS

- i. The Contractor shall be liable for all injuries to persons and for damage to property caused by his operations, and those of his/her sub-contractors, and their employees, engaged on all operations in connection with the contract both on and off the site, and he/she shall indemnify and save harmless the Owner from all suits, claims, expenses, costs, demands, losses, and damages to which the Owner may be put by reason of injury, including death, to persons, and damage to property of the Owner and others, resulting from; negligence, carelessness and any other cause whatsoever in the performance of the work.
- ii. The Contractor shall, until the date of issue of the final Certificate of Approval of the work by the Public Schools Branch, Indemnify and Save Harmless the Owner, and protect his own interests against:
  1. Theft, burglary or robbery of, and loss or damage to, all materials and equipment brought to the site for use in the work, whether or not such materials and equipment are incorporated in the work at the time that any such theft, burglary, robbery, loss or damage occurs.
- iii. Theft or burglary of, and loss or damage to, any of his/her own plant and equipment being used on the Project and/or stored on the site.

### b. BUILDERS RISK, ALL RISK PROPERTY INSURANCE

- i. The contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with Insurers and in forms and amounts acceptable to the Public Schools Branch:
  1. The Contractor shall have Commercial General Liability coverage in an amount not less than \$3,000,000.00 inclusive per occurrence against bodily injury and property damage. The Public Schools Branch is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
    - a. Blanket Written Contractual Liability;

- b. Personal Injury Liability;
- c. Non-owned Automobile Liability;
- d. Cross Liability;
- e. Operation of Attached Machinery.

Commercial General Liability insurance shall be endorsed to provide the Public Schools Branch with thirty (30) days advance written notice of cancellation or material change and fifteen (15) days' notice in the event of non-payment.

- ii. Automotive liability coverage (Standard Automobile Policy) on all vehicles, the subject of this Agreement, owned, leased, operated or licensed in the name of the Contractor, in an amount not less than \$2,000,000.00.
- iii. If the work involves new construction or reconstruction of a property being repaired or maintained, the Contractor shall provide and maintain All Risk Course of Construction (Builder's Risk) to the full value of the work in the amount of the Contract Price. The policy will permit partial or complete use or occupancy by the Owner during the term of this insurance.

All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Public Schools Branch nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.

iv. Proof of Insurance

A Certificate(s) of Insurance and any renewals thereof, shall be furnished to the Public Schools Branch prior to commencement of work by the Contractor and must be updated as required during the Term.

The policies required by this Agreement shall be in a form and with insurers satisfactory to the Public Schools Branch. Default of delivery or receipt by the Public Schools Branch shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

v. Indemnification

The Contractor shall indemnify and hold harmless the Public Schools Branch, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the "claims"), provided that any such claim is caused in whole or in part of any act, error or omission, including but not limited to those of

negligence of the Contractor, or anyone directly or indirectly employed by the Contractor anyone for whom the Contractor may be liable.

### 13. CERTIFICATES AND PAYMENTS

a. Payments for the tendered service will be made monthly upon receipt of invoices.

Submittals to include:

- Certificate or letter of clearance from the Provincial Worker's Compensation Board.
- Copies of all certificates and licenses, required under those applicable acts and codes governing elevator maintenance on Prince Edward Island, for personnel employed by the Contractor to provide service under this contract.
- A Certificate or letter of clearance from the Provincial Treasury may be requested.

b. Invoices for supervision, materials, parts, labour, tools, transportation, and equipment provided outside the scope of the agreement, including that required outside the regular monthly service, service provided on holidays or emergency calls may be forwarded following completion of the work for payment within 30 days of receipt.

### 14. TAXES

Unless otherwise provided herein, the Contractor shall pay all government sales or excise taxes in force at the date of the Agreement, provided that any increase or decrease in such taxes shall increase or decrease the contract sum accordingly.

### 15. PERMITS, NOTICES, LAWS AND RULES

The Contractor shall apply and pay for all necessary permits or licenses required for the execution of the work (But this shall not include the obtaining of the Building Permit or permanent easement or rights of servitude). The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public's health. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by federal, provincial and local authorities governing construction safety.

If the contract documents are at variance therewith, any resulting additional expense incurred by the Contractor shall constitute an addition to the contract price.

### 16. PATENT FEES

The Contractor shall pay all royalties and license fees and shall save the Owner harmless from loss on account of suits or claims for infringement of patents in the doing of the work.

#### 17. USE OF PREMISES

The Contractor shall confine his or her apparatus, the storage of materials and the operations of his or her workmen to limits indicated by laws, ordinances, permits or by direction of the Public Schools Branch and shall not unreasonably encumber the premises with his or her materials. The Contractor shall not load - or permit to be loaded - any part of the work with a weight that will endanger its safety. The Contractor shall enforce the Public Schools Branch's instructions regarding signs, advertisements, fires and smoking.

#### 18. CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his or her employees or work and, at the completion of the work, he or she shall remove all his or her rubbish and all tools, equipment and surplus materials from and about the work and shall leave the work "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost as the Public Schools Branch shall determine to be just.

#### 19. CUTTING, PATCHING AND DIGGING

The Contractor shall do all cutting, fitting or patching of his or her work that may be required to make its several parts come together properly. The Contractor shall not endanger any existing work by cutting, digging or otherwise and shall not cut or alter the work of any other contractor save with the consent of the Public Schools Branch.

#### 20. OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to execute the work properly or fail to perform any provision of this Contract, the Public Schools Branch, after five (5) days written notice to the Contractor, may without prejudice to any other right or remedy he or she may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided however, that the Public Schools Branch shall approve both such actions and the amount charged to the Contractor.

#### 21. OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjusted as bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency or if he or she should – except in case of recited in Article 20 – refuse or fail to supply enough properly skilled workmen or proper materials after having received seven (7) days' notice in writing from the Public Schools Branch to supply additional workmen or materials, or if he or she should fail to make prompt payment to Sub-Contractors or for material or labour, or persistently disregard laws, ordinances or the instruction of the Public Schools Branch, or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Owner, upon the certificate of

the Public Schools Branch that sufficient cause exists to justify such action, may, without prejudice to any right or remedy he or she may have, by giving the Contractor written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he or she may deem expedient, but without undue delay or expense. In such case, the Contractor shall not be entitled to receive the expense of finishing the work, including compensation to the Public Schools Branch for his or her additional services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, shall be certified by the Public Schools Branch.

22. CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority through no act or fault of the Contractor or of anyone employed by him or her, or if the Public Schools Branch fails to issue a certificate in accordance with Article 13, or if the Owner should fail to pay to the Contractor within sixty (60) days of its maturing and presentation, any sum certified by the Public Schools Branch or awarded by arbitrators, then the Contractor may, upon five (5) days written notice to the Owner and the Public Schools Branch, stop work and/or terminate this Contract without prejudice to any other right or remedy he or she may have and recover from the Owner payment for all work executed and any loss sustained upon the plant or material with reasonable profit and damages.

23. DAMAGES AND MUTUAL RESPONSIBILITY

If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone employed by him or her then he or she shall be reimbursed by the other party for such damage. Claims under this paragraph shall be made in writing to the party liable within a reasonable time after the first observance of such damage and not later than the time of final certificate, except as expressly stipulated otherwise in the case of faulty work or materials, and may be adjusted by agreement or in the manner set out in Article 14 and the party reimbursing the other party as aforesaid shall thereupon be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party. Should the Contractor cause damage to any other contractor on the work, the Contractor agrees - upon due notice - to settle with such other contractor by agreement or arbitration, if he or she will so settle. If such other contractor sues the Public Schools Branch on account of any damage alleged to have been so sustained, the Public Schools Branch shall notify the Contractor who shall defend such proceedings at the Public Schools Branch's expense and if any final order or judgement against the Public Schools Branch arises therefrom the Contractor shall pay or satisfy it and pay all costs incurred by the Public Schools Branch provided that if the Contractor becomes liable to pay or satisfy any final order or judgement against

the Public Schools Branch, then the Contractor shall have the right upon undertaking to indemnify the Public Schools Branch against any and all liability for costs to appeal, in the name of the Public Schools Branch, such final order or judgement to any and all courts or competent jurisdiction.

#### 24. SEPARATE CONTRACTS WITH OTHER CONTRACTORS

The Public Schools Branch reserves the right to let separate contracts in connection with the undertaking of which the work is a part and the Contractor shall connect properly and coordinate this work with that of other contractors. If any part of the Contractor's work depends - for its proper execution or results – upon the work of any other contractor, the Contractor shall inspect the work prior to proceeding with his or her work as required by the Contract. Should the Contractor fail so to inspect and report, he or she shall have no claim against the Public Schools Branch by reason of the defective or unfinished work of any other contractor except as to latent defects not reasonably noticeable at the time of the commencement of the Contractor's work. In letting separate contracts, the Public Schools Branch shall be responsible for the coordination of fire and the other insurance coverages and shall take all precautions reasonably possible to avoid possible occurrence of a labour dispute or disputes on the work.

#### 25. ASSIGNMENT

Neither party to the Contract shall assign the Contract without the written consent of the other.

#### 26. SUBCONTRACTS

The Contractor agrees that the list of names of sub-contractors supplied prior to the signing of the Contract is the list of Sub-Contractors proposed to be used to carry out those parts of the work noted thereon and he or she shall not employ any to whom the Public Schools Branch may reasonably object.

If the change of any name on such list is required by the Public Schools Branch and the work has to be awarded to a higher bidder, the Contract price shall be increased by the difference between the two bids.

The Public Schools Branch shall, on request, furnish to any Sub-Contractor wherever practicable, evidence of the amounts certified to on his or her account.

The Contractor shall be held as fully responsible to the Public Schools Branch for the acts and omissions of his or her sub-contractors and of persons directly or indirectly employed by them, as for the acts and omissions of persons directly employed by him. In view of this responsibility, the Contractor shall not be obliged to employ as a sub-contractor or supplier any person or firm to whom he or she may reasonably object.

Nothing contained in the contract documents shall create any contractual relation between any sub-contractor and the Public Schools Branch.

**27. RELATIONS OF CONTRACTOR AND SUB-CONTRACTOR**

The Contractor agrees to bind every sub-contractor by the terms of the contract documents, as far as applicable to his or her work.

**28. ARBITRATION**

In the case of any dispute arising between the Public Schools Branch (or the Public Schools Branch acting on his or her behalf) and the Contractor as to their respective rights and obligations under the Contract, either party hereto shall be entitled to give to the other notice of such dispute and to request arbitration thereof; and the parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the applicable law of the place of building.

Arbitration proceedings shall not take place until after the completion or alleged completion of the work except (a) on a question of certificate for payment, or (b) in a case where either party can show that the matter in dispute is of such nature as to require immediate consideration while evidence is available.

**29. PUBLIC SCHOOLS BRANCH SIGNING AUTHORITY**

The Director of Corporate Services and/or the Property Services Coordinator with the Public Schools Branch are designated as the Director for the purposes of this agreement. The Director shall represent The Public Schools Branch in all matters pertaining to the Construction Project being provided pursuant to this agreement, and will administer said agreement, and shall complete necessary approvals of all plans and specifications provided for under this agreement on behalf of Public Schools Branch, provided however, that the Director shall not be authorized to amend the terms of the agreement.

The Public Schools Branch may replace the Director by providing written notice, in accordance with the notice requirements of this agreement.

**SECTION D – FORM OF AGREEMENT**

PROJECT: School Elevator & Lift Inspection and Service (Various Building) Prince Edward Island (Province Wide)

1. GENERAL

The undersigned tenderer (hereinafter called the "Contractor") hereby offers to the Public Schools Branch (hereinafter called the "PSB") to furnish all necessary tools, plant, services, materials and labor to execute and complete in a careful and workmanlike manner the work set out under the project herein, which is more particularly described in the Plans and Specifications titled **School Elevator & Lift Inspection and Service (Various Building), Prince Edward Island (Province Wide) dated June 1, 2019** for the lump sum as set out in Clause 3.

The Contractor agrees:

- a. To complete the work by the date indicated in the Instructions to Bidders.
- b. That this Form of Agreement supersedes and cancels all communication, negotiations and agreements relating to the work other than contained in the completed tender.
- c. To use all suppliers and sub-contractors indicated on his tender unless prior approval is received from the Engineer to make a change.

2. ADDENDA

The following addenda are included in this contract:

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3. CONTRACT PRICE

- a. The Contract Price, (*the lump sum referred to in Clause 1:*) which excludes value added taxes is:

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- b. Value added (HST) (of   %) payable by the Public Schools Branch to the Contractor are:

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- c. Total amount payable by the Public Schools Branch to the Contractor for the construction of the work is:

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4. CORRESPONDENCE

The Public Schools Branch may be contacted in writing at the addresses below:

Public Schools Branch  
2-234 Shakespeare Drive  
Stratford, PE C1B 2V8  
(Mailing Address: PO Box 8600, Charlottetown, PE C1A 8V7)

Contractor

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5. CONTRACTOR'S ACCEPTANCE

Accepted and executed on behalf of the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of

\_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature & Corporate Seal

6. PSB ACCEPTANCE

Accepted and executed on behalf of the Public Schools Branch this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence

of \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature & Seal

**SECTION E – CONTRACT TENDER**

TENDER:

SUBMITTED BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR: School Elevator & Lift Inspection and Service (Various Building)  
Prince Edward Island (Province Wide)

TO: Stratford Office  
2-234 Shakespeare Drive  
Stratford, PE C1B 2V8  
(Mailing Address: PO Box 8600, Charlottetown, PE C1A 8V7)

HAVING examined the drawings and specifications for this project as well as any addenda issued, we hereby offer to furnish all materials, plant and labor necessary for the full and proper completion of:

**"School Elevator & Lift Inspection and Service (Various Buildings)"**

INCLUDING all prime cost allowances, or other taxes in force at this date and **excluding HST**; but not including any additional or deductible allowance or taxes which may be applicable subsequent to this date, and which shall be payable by or to the Public Schools Branch, in accordance with the above mentioned documents, for the sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

in lawful money of Canada.

In submitting this tender we recognize the necessity to complete the information requested on any appendices, as well as the right of the Public Schools Branch to accept any tender at the price submitted on the condition that revised tenders will not be called for if minor changes are made.

**Breakout Pricing**

**Note:** The breakout pricing below is to reflect individual unit pricing for the term of the contract period and shall exclude HST.

**Government #/School/Model or Type**

H-348 – Alberton Elem. – Stair Lift/Garaventa	\$ _____
H-377 – Belfast Cons. – Stair Lift/Garaventa	\$ _____
P-270 – Birchwood Int. – Elevator 1990 Dover CMC1	\$ _____
H-271 – Birchwood Int. – Lift/Whilteq	\$ _____
Birchwood Int. – Lift/Federal Carelift (new in 2017)	\$ _____
H-349 – Bloomfield Elem. – Stair Lift/Garaventa	\$ _____
P-477 – Bluefield High – Elevator/Tac 20-03	\$ _____
H-548 – Cardigan Cons. – Stair Lift/Garaventa	\$ _____
H-398 – Central Queens Elem. – Stair Lift/Garaventa	\$ _____
H-424 – Central Queens Elem. – Stair Lift/Garaventa	\$ _____
P-301 – Charlottetown Rural High – Elevator/DMC 1	\$ _____
H-213 – Colonel Gray High – Lift/Liftech	\$ _____
P-077 – East Wiltshire Int. – Elevator/Otis Hydro (1981)	\$ _____
H-341 – Eliot River Elem. – Stair Lift/Garaventa	\$ _____
Eliot River Elem. – Garaventa – Artira (new in 2017)	\$ _____
P-587 – Elm Street Elem. – Elevator/Montgomery	\$ _____
H-518 – Elm Street Elem. – Lift/Whirteq	\$ _____
H-479 – Englewood – Stair Lift/Garaventa	\$ _____
P-368 – Glen Stewart Prim. – Elevator/Otis 211 (1997)	\$ _____
P-191 – Greenfield Elem. – Elevator/Otis	\$ _____
P-346 – Hernewood Int. – Stair Lift/Garaventa	\$ _____
P-347 – Hernewood Int. – Stair Lift/Garaventa	\$ _____
H-237 – Kensington Int. – Stair Lift/Garaventa	\$ _____
H-461 – Kinkora Reg. – Enclosed Lift/Concord	\$ _____
H-078 – LM Montgomery Elem. – Lift	\$ _____
H-420 – ME Callaghan Int. – Enclosed Lift/Whirlteq	\$ _____
H-421 – ME Callaghan Int. – Enclosed Lift/Whirlteq	\$ _____
H-434 – Miscouche Cons. – Enclosed Lift/Whirlteq	\$ _____
H-344 – Montague Cons. – Stair Lift/Garaventa	\$ _____
P-596 – Montague High – Elevator/Tac 20-03	\$ _____
P-381 – Montague Int. – Elevator/Otis 211 (1999)	\$ _____
H-342 – Morell Cons. – Stair Lift/Garaventa	\$ _____
H-228 – Morell High – Lift/Belco	\$ _____
H-350 – O’Leary Elem. – Stair Lift/Garaventa	\$ _____
P-545 – Parkside Elem. – Elevator/ThyssenKrupp	\$ _____
H-376 – Prince Street Elem. – Stair Lift/Garaventa	\$ _____
H-274 – Queen Charlotte Int. – Lift	\$ _____
H-489 – Queen Elizabeth Elem. – Lift/Garaventa	\$ _____
H-343 – Sherwood Elem. – Stair Lift/Garaventa	\$ _____
H-730 – Sherwood Elem. – Stair Lift/Garaventa	\$ _____
P-683 – Souris Reg. – Elevator/ThyssenKrupp	\$ _____
P-780 – Spring Park Elem. – Elevator	\$ _____

H-227 – St. Jean Elem. – Lift	\$ _____
H-079 – Stonepark Int. – Lift	\$ _____
P-482 – Summerside Int. – Elevator/Thyssenkrupp	\$ _____
P-190 – Three Oaks High – Elevator/Montgomery	\$ _____
H-542 – Vernon River Cons. – Stair Lift/Garaventa	\$ _____
H-402 – West Kent Elem. – Stair Lift/Garaventa	\$ _____
P-194 – Westisle High – Elevator/Otis	\$ _____

This tender includes the following addenda:

Addendum # Date Initial

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If we are notified of the acceptance of this tender within the above specified time we will:

Enter into a formal contract agreement with the Public Schools Branch.

Furnish a general analysis of the contract sum, the total aggregating the amount of our tender.

Provide a Construction Schedule and complete the entire work on or before the dates stated.

Our tender includes the following sub-contractors and suppliers, (own forces may be used - see Item 12, Section B).

Electrical \_\_\_\_\_

Other \_\_\_\_\_

\_\_\_\_\_  
Submitted by (Name of Bidder)

\_\_\_\_\_  
Authorized Signature (SEAL)

## **SECTION 1A – GENERAL INSTRUCTIONS**

### **1.1 GENERAL**

- a. The General Contractor is to provide each item and properly execute all work as specified herein, indicated by drawings, specifications, addenda, or change orders issued with respect to this Project.
- b. The General Contractor shall co-ordinate, administer and supervise all work and material acquisition unless noted otherwise in either the Specifications or Drawings. Faulty work by any Section which could have been avoided by proper co-ordination and/or supervision by the General Contractor will not be accepted.
- c. Unless specified otherwise, the provisions of this Section shall apply to all Sections of the specifications.
- d. Study all Contract documents to determine additional work required by your section on which the work of other sections depends.
- e. Establish rates of wages and conditions of work in accordance with the Industrial Standards Act of the Province of Prince Edward Island. Wherever possible give preference to local labour.
- f. Workmanship shall be of highest quality in accordance with best standard practice for this type of work, except where specified more precisely.

### **2.1 SITE VISIT**

- a. All bidders submitting tenders for this work shall first examine the sites and all conditions therein. All tenders shall take into consideration all such conditions as may affect the work under this contract, no claims for extras resulting from conditions existing at the time of tender will be accepted by the Public Schools Branch.

### **3.1 CONTRACT REQUIREMENTS**

- a. Carry out inspections and tests in accordance with Section 8.6 of the ASME 17.1-2007/CSA B44-07 Safety Code for Elevators and Escalators, CSA Standard B44.2-07 Maintenance Requirements and Intervals for Elevators, Escalators, Dumbwaiters, and Elevating Devices Code Adoption Document. During each examination, ride the elevators to note general operation including floor levelling, smooth movement of cabs, correct operation of car stations, operation of car lighting, elevator door movement and functioning of door protective devices. Confirmation that this work is being carried out at the appropriate intervals will be achieved by a written record of activities and repairs in the elevator log book (typically 495-8J) located in the appropriate elevator machine room.
- b. Monitor and be aware of changes to the Elevating Devices Act and Regulations and B44 code. Notify The Public Schools Branch in writing of relevant changes and submit estimated costs of the necessary

- modifications involved. Provide modifications only after receiving written approval from the Public Schools Branch's Representative.
- c. The Contractor shall perform biennial load safety tests to be carried out in conjunction with the Department of Public Safety elevator inspector. The normal scheduled maintenance may be carried out on the same date. This Contractor shall be responsible for coordinating this with the elevator inspector. The Department of Transportation, Infrastructure and Energy and the designated Public Schools Branch's Representative shall be notified of such tests, and shall be provided with test reports. Full details of this work shall be recorded in the elevator log book.
  - d. No more than once, for each building, in each twelve (12) month period, throughout the term of this contract, assist the Public Schools Branch's Representative by supervising the access of others into the elevator shafts. For example, assist with the testing of the smoke detectors located at the top of the elevator shafts. Testing shall be carried out during off-hours at no additional cost to the Public Schools Branch. This shall be coordinated with the Public Schools Branch's representative.
  - e. Maintain an inventory of parts known to require frequent replacement, acceptable lubricants and cleaning materials for each particular elevator. Old cleaning materials are to be disposed of in accordance with Department of Environment & local Government directives on completion of each inspection. Replacement parts shall be compatible with the type used by the original manufacturer or as existing, and any deviation shall be approved by the Public Schools Branch.
  - f. In the event a component or piece of equipment fails, and new replacement parts are no longer available from the Manufacturer, or through normal third party parts suppliers, the Contractor shall be responsible to have the subject component either repaired, or rebuilt through custom fabrication at no additional cost to the Public Schools Branch. Alternatively, the Contractor may replace the component with a component of similar design, but of equal safety performance and without adversely affecting system compatibility or operation, again without additional cost to the Public Schools Branch. In the event a replacement component requires extensive lead time (ex. fabrication of replacement worm and gear set on an existing Armor geared machine), then the Contractor must advise the Public Schools Branch. Where a replacement component cannot be rebuilt or custom fabricated, then the Public Schools Branch shall, at its cost, pay for a new replacement component of a different design, and the Contractor shall provide all field labour and adjusting services to install the new replacement component, without any cost to the Public Schools Branch.
  - g. Install "**OUT OF SERVICE, DO NOT CLOSE SWITCH OR REMOVE TAGS**" signs on the disconnect of any equipment placed out of

service. Place acceptable "**NOT RUNNING**", signs at each hoist way entrance of single elevators and at the lobby of group operation when equipment is placed out of service. Hand written notes on pieces of paper will not be accepted.

- h. Carry out work called for by enforcing authorities with a minimum of delay. Any work called for which is not included in these specifications shall be referred to the Public Schools Branch for approval before work commences.
- i. Provide emergency adjustment call-back service during regular working hours.
- j. Notify the Public Schools Branch of any required repairs or hazardous conditions that could be the responsibility of the Public Schools Branch, in areas connected with the work included in these specifications.
- k. Inform the Public Schools Branch's Representative when the Contractor representative arrives and departs the premises.
- l. Pay particular attention to fire safety to ensure protection of surrounding areas from damage. An example would be the use of protective covering on carpeting, etc., in the corridors. Torches are not to be used in the hoist way.
- m. Retain original fusing arrangements on all circuits.
- n. Be responsible for replacement of the mainline fuses in the machine rooms.

#### 4.1 MINIMUM REQUIREMENTS PER VISIT

- a. During each examination, the maintenance mechanic shall ride all elevators, observing the operation and the various components on the car, such as; car station, car lighting, fan, door operator and door protective devices. Adjustments or installation of replacement parts is to be carried out as soon as possible. The machine room equipment floor and elevator pit floor are to be examined and cleaned. Maintain, during regular working hours, the entire installation, including accessories, carrying out all examinations, lubricating, adjusting, cleaning and, when conditions warrant, repairing or replacing any part of the installation.
- b. Maintain the automatic leveling arrangements so that the car will stop and hold the load at all floor levels within reasonable tolerances regardless of load, and without objectionable bumps between steps of acceleration, deceleration and stopping.

#### 5.1 MONTHLY REQUIREMENTS

- a. Monthly maintenance requirements shall be performed for all buildings listed in Appendix A of this contract shall be carried out and recorded in the log book.
- b. Requirements as per item 3.1 of this section.

- c. The monthly check list in Appendix "B" of this specification shall be completed, signed and submitted to the Public Schools Branch. The signature on the check list shall confirm that all requirements of this specification have been met and that the log book has been properly documented and signed.
- d. For buildings where visits are required more than once per month the tasks may be divided between the two visits.
- e. This work is in addition to the requirements included in section 4.1 of this specification.

## 6.1 ANNUAL REQUIREMENTS

- a. Twelve (12) month maintenance requirements shall be carried out and recorded in the log book for all buildings listed in Appendix B. Reports shall be submitted to the Public Schools Branch's representative within 10 days of the inspection.
- b. Requirements shall be as per item 3.1 of this section.
- c. This work is in addition to the requirements included in item 4.1 of this specification.
- d. The Contractor shall perform load safety tests to be carried out in accordance with and in conjunction with the Department of Public Safety elevator inspector. The normal scheduled maintenance may be carried out on the same date. This Contractor shall be responsible for coordinating this with the elevator inspector. The Public Schools Branch's Representative shall be notified of such tests, and shall be provided with test reports.

After the load test is completed, the serviceman must install a tag indicating:

- 1. Date inspection done.
- 2. Name of serviceman.
- 3. Applied load.
- e. Hydraulic Elevators
  - 1. Hydrostatic testing and monitoring is to be conducted on all hydraulic elevators within the first ninety (90) days of the contract and on a twelve (12) month interval thereafter. In addition all in ground elevators shall be specifically addressed as follows:

Prepare a list of in ground hydraulic elevators and include the following information:

- 1. The date the elevator was installed;
- 2. Has any work been carried out on the in ground cylinder/piston since original installation;
- 3. Was the elevator originally supplied with:
- 4. a double bottom or single cylinder; or
- 5. a PVC liner and/or cathodic protection



6. Have any accurate records been kept indicating any replacement of hydraulic fluids and also is it known the cause of the loss of the fluid.
- f. **Monitoring of Oil Use:** Place a permanent log book in each hydraulic elevator machine room similar to model 701H as supplied by Log Books Unlimited.

Permanent accurate records via this log book are to be maintained in the respective machine room. Any loss of oil is to be immediately reported to the Public Schools Branch's Representative.

- g. Hydrostatic testing shall include, but not be limited to, a loading of 100% of the elevator rated capacity for a minimum of one hour and it shall comply with the Prince Edward Island (PEI) elevator inspector directives.
- h. The Contractor shall be responsible to provide at his cost all weights, hydraulic oil and equipment necessary to conduct hydrostatic testing.
- i. The Contractor shall submit a written report to the Public Schools Branch's Representative and the PEI elevator inspector within ten (10) days. The report shall include all pertinent information such as name of persons present, date, time, location, type and capacity of elevator, deviation in elevator movement, amount of oil added after testing, if any, etc.
- j. The Contractor shall be responsible to ensure that the PEI elevator inspector is advised prior to testing and is present during testing. **THE RESULTS OF HYDROSTATIC TESTING WILL NOT BE ACKNOWLEDGED AS HAVING BEEN COMPLETED IF THE PEI ELEVATOR INSPECTOR IS NOT PRESENT.** The Contractor shall advise the Public Schools Branch's Representative at least seven (7) days prior to testing.
- k. The Department of Transportation, Infrastructure & Energy shall pay for costs associated with having the elevator inspector on site during testing.

#### 7.1 EMERGENCY CALL BACK SERVICE

- a. Emergency call backs shall be considered for all passenger entrapments and/or any elevating devices which are not operational. All other repairs or maintenance work which does not pose any safety risks shall be done during regular working hours.
- b. The successful Contractor must be able to provide emergency call back service (both during and after hours) within a one (1) hour period. All travelling time, expenses and time spent on site for emergency call backs are to be included in the tender price. The Public Schools Branch will not pay any extras for any emergency call backs.

#### 8.1 EXAMINATION

- a. All trades shall examine the existing conditions upon which their work depends. Report to the General Contractor with a copy to the Public Schools Branch in writing defects in such work. The application of their work, or any part of it, shall be deemed acceptance of the work upon which their work, or that part of it which has been applied depends.
- b. Drawings are, in part, diagrammatic and are intended to convey scope of work and indicate general and approximate location, arrangement and sizes of building components.

#### 9.1 CONSTRUCTION SAFETY

- a. Observe construction safety measures of the latest edition of the National Building Code Part 8, Provincial Government Workers/ Workers Compensation Board and municipal authority provided in any case of conflict or discrepancy more stringent requirements shall apply.
- b. Comply with requirements of FCC no. 301.
- c. Ensure no part of Work is subjected to loading that will endanger its safety or will cause permanent deformation.
- d. Design and construct falsework in accordance with CSA S269.2.
- e. Operate such equipment only by qualified hoist or crane operators, and maintain current inspection certificate.
- f. Design and Construct Scaffolding in accordance with CSAS269.2.
- g. Comply with the requirements of the Fall Protection & scaffolding Regulations, Province of Prince Edward Island 1988.
- h. Each user of equipment or tools shall be appropriately trained and be responsible to examine for sufficiency before use. Make equipment and tools safe if necessary, or notify the Contractor in writing that user will not commence work with such tools until it is made safe.
- i. Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and comply regarding labelling and provision of material safety data sheets.
  - a. Have a copy of WHMIS data sheets available at the workplace on delivery of materials.

#### 10.1 PROTECTION

- a. Take reasonable and required measures, including those required by authorities having jurisdiction to protect the public and those employed on work from bodily harm and to protect adjacent public and private property from damage. Make full restitution for such harm and damage resulting from failure to take adequate protective measures. Make good damage to work from whatever cause.
- b. Take all necessary precautions to guard site, premises, materials and the public at times other than when supervised work is in progress.
- c. Provide and maintain in working order, suitable Underwriters' labelled, fire extinguishers and locate in prominent positions to approval of authorities having jurisdiction.

- d. Provide all signs, ramps, barricades and hoarding and protective measures necessary to the safe execution of the work and protection of the public.
- e. Protect, relocate and maintain existing, active services wherever they are encountered. Wherever inactive services are encountered, cap them off and remove the unwanted portion, with the approval of the authorities having jurisdiction or the public utility concerned, in the manner approved by them.
- f. All trades shall protect previously installed work while carrying out their own work.
- g. Damaged work shall be made good by appropriate trades but at the expense of those causing damage.
- h. Attach and fasten fixtures and fittings in place in safe, sturdy, secure manner so that they cannot work loose or fall or shift out of position during the occupancy of building as a result of vibration or other causes in normal use.
- i. Protect existing buildings, landscaping, curbs, roads and lanes and utilities. If, during work, any buildings, landscaping, curbs, roads and lanes are damaged, repair or replace them at no extra expense to the Public Schools Branch.
- j. Provide safety helmets for the Public Schools Branch's representatives and any other authorized visitors to site if required.

#### 11.1 FASTENINGS

- a. Supply all fastenings, anchors and accessories and adhesives required for fabrication and erection of the work.
- b. Exposed metal fastenings and accessories shall be of same texture, colour and finish as base metal on which they occur.
- c. Exterior anchors for windows and roofing sheet metal and anchors occurring on or in an exterior wall shall be noncorrosive or hot dip galvanized steel.
- d. Anchoring and fastening devices or adhesive shall be of appropriate type and shall be used in sufficient quantity in such a manner as to provide positive permanent anchorage of the unit to be anchored in position. Install anchors at spacing to provide for required load carrying capacity.
- e. Keep exposed fastenings to a minimum, evenly spaced and neatly laid out.
- f. Supply adequate instructions and templates and, if necessary, supervise installation where fastenings or accessories are required to be built into work of other trades.
- g. Fastenings shall be of permanent type. Wood plugs are not permitted.
- h. Fastenings which cause spalling or cracking of material to which anchorage is being made are not permitted.
- i. Do not use powder actuated fastening devices which are stressed in withdrawal on any part of this work without written approval from the

Public Schools Branch. Take particular stringent safety precautions when using powder actuated fastenings. Only low velocity plunger-type are permitted.

#### 12.1 EXISTING SERVICES

- a. Where work involves breaking into or connecting to existing services, submit work schedule sufficiently in advance to allow coordination of possible interruption with the Public Schools Branch. Confirm each interruption 24 hours immediately prior to scheduled date of implementation.

#### 13.1 ENVIRONMENTAL PROTECTION

- a. Ensure that pollution and environmental control of construction activities are exercised during the work to requirements of the federal and provincial environmental acts; including, but not limited to, the Prince Edward Island Environmental Protection Act.

#### 14.1 HAZARDOUS MATERIAL

- a. Should material resembling hazardous materials [other than those identified within the Contract Documents], including, but not limited to spray or trowel applied asbestos, be encountered in course of work; stop work immediately. Do not proceed until written instructions have been received from Public Schools Branch.
- b. Any material which contains asbestos that is disturbed or removed during construction work (see Asbestos Content Report ( where applicable)), shall be removed in accordance with the regulations set out by the Occupational Health & Safety Act. All costs for proper cutting, removal and disposal of all asbestos on this contract shall be included in Tender. Refer also to Section 2C (as applicable) .
- c. Where work entails use, storage, or disposal of toxic or hazardous materials, chemicals and or explosives, or otherwise creates a hazard to life, safety, health, or the environment; work shall be in accordance with the Jurisdictional Authority.

#### 15.1 CLEANING

- a. All rubbish and construction debris must be removed from all the site on a regular basis, so that the site is maintained in a clean, safe condition. Materials removed are to be disposed of in a manner acceptable to the Provincial Department of Environment and Energy.
- b. Vacuum clean all areas prior to painting and close all areas after completion of painting to restrict access to authorized persons.
- c. On completion of work, by other trades, mop clean all resilient flooring strip using wet method to remove all layers of new or existing finish. Reseal with one coat sealer and two coats wax (wax to contain a minimum of 22% solids). Vacuum clean all carpets. All cleaning to be carried out by competent cleaners.

- d. Dust and clean all surfaces including glass (interior and exterior), doors and hardware.
- e. Arrange and pay for replacement of heating, ventilation and air conditioning filters if operated during construction.

16.1 ACCESS TO SITE

- a. Access to site shall be directed by the Public Schools Branch.

17.1 PERMITS

Obtain and pay for all required permits, licenses, and inspections; required by applicable laws and regulations. Except the building permit which will be paid for by the Public Schools Branch.

18.1 TOBACCO PRODUCT USAGE BAN

The use of Tobacco products is not permitted within the building or property.

- a. Property - Includes all lands and buildings under the control of the government of PEI.
- b. Tobacco Products - Includes cigarettes, cigars, pipes, chewing tobacco, snuff, and any other products containing or reasonably resembling tobacco or tobacco products except approved cessation products used in approved cessation programs.
- c. Tobacco Usage Ban - Includes smoking, chewing, dipping or any other form of use of tobacco products.

## APPENDIX A – LIST OF ELEVATORS

### LIST OF ELEVATORS

<u>School</u>	<u>Number of Units</u>	<u>Government No.</u>	<u>Elevator/lift type</u>	<u>Model/SN</u>
Alberton Elem	1 lift	H-348	Stair lift / Garaventa	
Belfast Cons.	1 lift	H-377	Stair lift / Garaventa	
Birchwood Int.	1 elevator	P-270	1990 Dover CMC1	
Birchwood Int.	1 lift	H-271	Whilteq lift	
Birchwood Int. <b>new 2017</b>	1 lift		Federal - Carelift	
Bloomfield Elem.	1 lift	H-349	Stair lift / Garaventa	
Bluefield High	1 elevator	P-477	Tac 20 - 03	
Cardigan Cons.	1 lift	H-548	Stair Lift / Garaventa	
Central Queens Elem.	1 lift	H-398	Stair Lift / Garaventa	
Central Queens Elem.	1 lift	H424	Stair Lift / Garaventa	
Ch'town Rural High	1 elevator	P-301	DMC 1	
Colonel Gray High	1 lift	H-213	Lift / Liftech	
East Wiltshire Int.	1 elevator	P-077	Otis Hydro 1981	
Eliot River Elem.	1 lift	H-341	Stair Lift / Garaventa	
Eliot River Elem. <b>new 2017</b>	1 lift		Garaventa - Artira	
Elm Street Elem.	1 elevator	P-587	Montgomery	
Elm Street Elem.	1 lift	H-518	Whirlteq	
Englewood	1 lift	H-479	Stair Lift / Garaventa	
Glen Stewart Primary	1 elevator	P-368	Otis 211 1997	
Greenfield Elem.	1 elevator	P-191	Otis	
Hernewood Int.	1 lift	P-346	Stair lift / Garaventa	V3-981000X
Hernewood Int.	1 lift	P-347		
Kensington Inter.	1 lift	H-237	Stair lift / Garaventa	
Kinkora Regional	1 enclosed lift	H-461	Concord	
L. M. Montgomery Elem.	1 lift	H-078	Lift	
M. E. Callaghan	1 enclosed lift	H-420	Whirlteq	GULDMANN

M. E. Callaghan	1 enclosed lift	H-421		
Miscouche Cons.	1 enclosed lift	H-434	Whirlteq	Trooper 9800010 TROO 3503-0275

Montague Cons.	1 lift	H-344	Stair Lift / Garaventa	
Montague High	1 elevator	P-596	Tac 20 – 03 hydraulic	
Montague Int.	1 elevator	P-381	Otis 211 1999	
Morell Cons.	1 lift	H-342	Stair Lift / Garaventa	
Morell High	1 lift	H-228	Lift / Belco	
O’Leary Elem.	1 lift	H-350	Stair lift / Garaventa	
Parkside Elem.	1 elevator	P-545	ThyssenKrupp	
Prince Street Elem.	1 lift	H-376	Stair Lift / Garaventa	
Queen Charlotte Int.	1 lift	H-274	Lift	
Queen Elizabeth Elem.	1 lift	H-489	Garaventa	V4
Sherwood Elem.	1 lift	H-343, H-730	Stair Lift / Garaventa	
Sherwood Elem. <b>new 2017</b>	1 lift		Garaventa Genesis-Shaftway	
Souris Regional	1 elevator	P-683	Hydraulic elevator	
Spring Park Elem.	1 elevator	P-780	Elevator	
St. Jean Elem.	1 lift	H-227	Lift	
Stonepark Int.	1	H-079	Lift	
Summerside Inter.	1 elevator	P-482	ThyssenKrupp	
Three Oaks Senior	1 elevator 1 lift	P-190	Montgomery	
Vernon River Cons.	1	H-542	Stair Lift / Garaventa	
West Kent Elem.	1	H-402	Stair Lift / Garaventa	
Westisle Comp.	1 elevator	P-194	Otis	BHM Med Inc V4i BHM Med Inc V4-0711-73766 ALB3-4FB-790

## APPENDIX B – MONTHLY CHECK LIST

Building Name: \_\_\_\_\_

Date: \_\_\_\_\_

The following task, but not limited to, shall be performed on a monthly basis. The contractor's representative shall initial each item confirming that the item has been reviewed and any remedial work has been completed or scheduled.

Description	Initials
Examine and operate all governors by hand to ensure proper operation and condition.	
Adjust, lubricate and replace door operator, chains, door protective devices, hangers & tracks as required.	
Remove covers and inspect all hoist way door interlocks.	
Remove covers and inspect car gate electrical contacts.	
Inspect and test car door re-opening devices.	
Inspect all vision panels.	
Inspect and test operation of hoist way access switches.	
Check roller guides or guide shoes for tightness and coverage.	
Check and replace any defective signal lamps.	
Check and adjust levelling accuracy of cars.	
Check and adjust car ride qualities.	
Inspect car and hoist way door eccentrics, and hoist way door retainers.	
Inspect all hoist way door pick-up rollers and assemblies.	
Inspect car door clutch, retiring cam and related fastenings	
Inspect and adjust or replace any defective or loose lower guides on car and hoist way doors.	
Inspect the oil level in the tank and record any addition or removal of oil.	
Inspect pits for presence of water.	
Review and discuss the results of the scheduled maintenance with the building representative.	

### Comments:

I certify that all work has been performed in accordance with Section 8.6 of the ASME 17.1-2007/CSA B44-07 Safety Code for Elevators and Escalators, CSA Standard B44.2-07 Maintenance Requirements and Intervals for Elevators, Escalators, Dumbwaiters, Elevating Devices Code Adoption Document and that work has been carried out at the appropriate intervals along with written record of activities and repairs in the elevator log book (typically 495-8J) located in the appropriate elevator machine room.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_