

AMENDMENT NUMBER 3

188251

CONTRACT NUMBER 30005016**FOR**Elevator Inspections

Pursuant to Ordinance Number N/A

This Contract was made and entered into on the 25th day of January 2016 by and between ELEVATOR CONSULTING SERVICES, INC. hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. A contract for elevator inspection services was awarded to Elevator Consulting Services, Inc. The agreement amount was \$59,899.52 with an expiration date of January 24, 2019.
2. Amendment 1, dated April 13, 2016, increased the contract amount \$8,984.00 to allow for additional consulting services on four (4) existing elevators located at 1st and Jefferson Smart Park Garage (2 elevators) and 3rd and Alder Smart Park Garage (2 elevators).
3. Amendment 2 increased the contract amount \$3,449.46 to allow for an extra inspection at Union Station.
4. Additional consultant services are needed as follows for the four (4) elevators described in no. 2 above:

Elevator Modernization Bid Review and Contract Award

- a. Attend one (1) project kick-off meeting.
- b. Review and update as needed the Modernization & Maintenance Design specification.
- c. Assist with RFP preparation.
- d. Provide bidding assistance to include:
 - Attend one (1) on-site mandatory pre-bid meeting and walk-through with elevator contractors.
 - Review any RFI's, exceptions, answer questions and provide clarifications to elevator contractors.
 - Evaluate bids and submit written recommendations including spreadsheet comparing bids.
 - Attend or teleconference one (1) bid review meeting with City.
 - Assist with contract negotiations and contract award.
 - Review and approve modernization schedule.

Elevator Modernization Project Management

- a. Review elevator contractor's shop drawings, respond to RFI's and check for compliance with modernization contract and applicable code.
 - b. Conduct on-site elevator modernization progress reviews to determine that the work is proceeding in accordance with contract documents and in conformance with the intent of the design concept. Submit written report of field observations. Report shall include: Items of nonconformity; percentage of equipment delivered and installed; identify equipment not on site that could impact modernization schedule.
 - c. Conduct one (1) final inspection to document that elevator equipment and performance is in compliance with modernization contract. Provide a detailed written punch list of all deficiencies. Provide one (1) follow up inspection to confirm that all punch list items have been completed.
 - d. Approve work and certify payment schedule submitted by elevator contractor.
 - e. Establish substantial completion, final completion and warranty effective dates.
 - f. Review and forward one (1) copy of Operations and Maintenance (O&M) manual.
5. Increase contract \$21,250 to allow for the additional services described in no. 4 above.

6. Increase contract amount an additional \$7,000 to allow for additional services as needed upon approval from City's project manager and an amendment to this contract. New contract amount will not exceed \$100,582.98

All other terms and conditions shall remain unchanged and in full force and effect.

CONTRACTOR SIGNATURE:

This contract amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same contract amendment.

The parties agree the City and Contractor may conduct this transaction by electronic means, including the use of electronic signatures.

ELEVATOR CONSULTING SERVICES, INC.

Signature: Gregory J. Ernst Date: 1/27/2017
Name: Greg Ernst
Title: President

Address: 1117 31ST Avenue South, Seattle, WA 98144

Telephone: 425-957-4641

Contract Number: 30005016 Amendment Number: 3

Contract Title: Elevator Inspections

CITY OF PORTLAND SIGNATURES:

By: _____
Chief Procurement Officer

Date: _____

By: N/A
Elected Official

Date: _____

Approved:

By: _____
Office of City Auditor

Date: _____

APPROVED AS TO FORM

Approved as to Form:

By: [Signature]
Office of City Attorney CITY ATTORNEY

Date: 2/13/17

Client#: 106150

ELECO1

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
6/23/2016

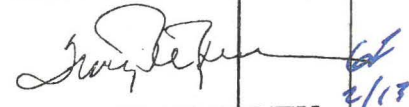
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER People's United Ins. Agency 850 Main Street Bridgeport, CT 06604 203 338-7900	CONTACT NAME: Nancy Lewis PHONE (A/C, No, Ext): 203-338-3336 FAX (A/C, No): E-MAIL ADDRESS: nancy.lewis@peoples.com														
INSURED Elevator Consulting Services, Inc. 1117 - 31st Avenue South Seattle, WA 98144	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Ins Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: Continental Casualty Co.</td> <td>20443</td> </tr> <tr> <td>INSURER C: Lloyds of London</td> <td>15792</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Ins Co of Hartford	20478	INSURER B: Continental Casualty Co.	20443	INSURER C: Lloyds of London	15792	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

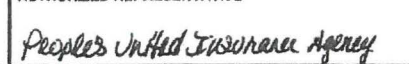
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	B6021130767	06/28/2016	06/28/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
APPROVED AS TO FORM  CITY ATTORNEY							
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	B6021130767	06/28/2016	06/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000	X		B6021131367	06/28/2016	06/28/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							
C	Professional Liab			10143L16-027	06/28/2016	06/28/2017	Per Claim \$3,000,000 Aggregate 3,000,000
A	Stop Gap Liability			B6021130767	06/28/2016	06/28/2017	1,000,000/1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Stop Gap Liability: Limit applies Each Accident/Each Employee
 Aggregate \$2,000,000
 Project: City of Portland, elevator Inspections, Multiple locations The
 General Liability Policy includes The City of Portland and its
 bureaus/divisions, officers, agents and employees as additional insureds
 (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Portland 1120 SW Fifth Avenue Suite 1250; Bureau of Internal Business Services Portland, OR 97204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

for work performed by the insured required by written contract per the attached. Coverage is primary and non-contributory.

CNA Elevator Consulting Services, Inc.
06/28/2016 to 06/28/2017

SB-146968-A
(Ed. 01/06)

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

&

BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS**

- A. WHO IS AN INSURED** (Section C.) of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B. The insurance provided to the additional insured is limited as follows:**
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS - "Insured Contract"** (Section F.9.) within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
 5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS - Duties In The Event of Occurrence, Offense, Claim or Suit** (Section E.2.) of the Businessowners Liability Coverage Form is amended to add the following:
- An additional insured under this endorsement will as soon as practicable:
1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. OTHER INSURANCE (Section H. 2. & 3.) of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured

against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.) of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

30020006760211307676786



Oregon Workers' Compensation Certificate of Insurance


Certificate holder:

CITY OF PORTLAND
1120 SW 5TH AVENUE
PORTLAND, OR 97204

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured
Elevator Consulting Services Inc
1117 31st Ave S
Seattle, WA 98144-3216

Producer/contact
SAIF Corporation
Portland Service Center
971.242.5001 servic@saif.com

Issued 10/13/2016
Policy 735986
Period 07/01/2016 to 07/01/2017

Limits of liability
Bodily Injury by Accident \$500,000 each accident
Bodily Injury by Disease \$500,000 each employee
Body Injury by Disease \$500,000 policy limit

Description of operations/locations/special items

Elevator consulting and inspection services at multiple locations.

Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE POLICYHOLDER AND CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS AND OREGON LAW. SAIF WILL ENDEAVOR TO PROVIDE WRITTEN NOTICE WITHIN 30 DAYS WHENEVER POSSIBLE.

Authorized representative

Kerry Barnett
President and CEO

APPROVED AS TO FORM

CITY ATTORNEY 2/13/17

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.584.9812