

CONTRACT NO. 30003894

for

ELEVATOR PREVENTIVE MAINTENANCE

This Contract, made and entered into this 1st day of May, 2014, by and between Otis Elevator Company a Corporation, 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. This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

WITNESSETH:

ARTICLE I. The Parties hereto mutually covenant and agree to and with each other as follows:

1. **SCOPE OF WORK:** Contractor shall provide services for the City of Portland. All services shall be performed in accordance with Attachments A and 4, and Exhibits A through F, and H.
2. **EFFECTIVE DATE AND DURATION:** The initial term of this Contract shall begin on May 1, 2014 and shall expire on April 30, 2017, unless terminated sooner as provided herein. The Parties may agree, by mutual consent, to extend this Contract for an additional 2 year period, taken individually or in multiple years. At least thirty (30) days prior to the expiration of the initial term, or extension, the Parties shall commence discussions if they desire to extend the Contract. The Contractor shall provide a written extension proposal within fifteen (15) calendar days following the City's request for such a proposal. However, nothing binds or requires either Party to extend this Contract. The total term of this Contract shall not exceed five (5) years
3. **CONSIDERATION:** The City agrees to pay Contractor a sum not to exceed \$ 367,949.60 per year for provision of and completion of the work. Interim payments shall be made to the Contractor according to the schedule identified in Attachment 4. The annual not to exceed amount includes the Base amount and Alternate No. 1 prices.
4. **INVOICING:** The City of Portland is a tax-exempt governmental agency. Prices shall not include federal, state, local, or other taxes designated now or hereafter, unless the City is responsible therefore. The Contractor shall submit billings in a timely fashion. Invoices shall be sent to:

City of Portland
FACILITIES SERVICES
Attn: Ron Umali
1120 SW 5th Ave, #1204
Portland, OR 97204

Contractor is at all times solely responsible for billing accuracy and timeliness; Contractor shall provide invoices for the goods and services to the City in paper form. Invoices will not be processed for payment until receipt of a properly completed invoice and until all invoice items are received and satisfactory performance of Contractor has been attained. Invoice payment terms including any offered prompt payment discounts shall start on the date of the invoice.

5. **INVOICE PAYMENT:** Invoices submitted for payment shall identify the goods and services, the unit price, quantity, extended price, order number and invoice total. Billing details may be agreed upon between the Parties. Invoicing for goods and services shall at all times be in arrears. Invoices for payment shall be provided to the City within ninety (90) days of successful delivery of the billed goods and services.

Revised invoices or billing adjustments shall apply only to goods and services that can be verified by the City. Requests for such adjustments shall be submitted in writing to the City within six (6) months of acceptance of the goods and services, shall reference the original invoice in which the error was made, and contain the level of detail defined in billing detail above. Billing adjustments shall not be submitted to the City in any form other than a paper document. The City shall pay undisputed portions of disputed or incorrect invoices where the City can easily identify the undisputed portion. Failure by the City to pay any portion of or the entire invoiced amount based on Contractor billing errors, goods and services that fail to comply with this Contract, or disputed charges shall not constitute default under this Contract. Payment of an amount less than the total amount due on all unpaid invoices shall be any particular amount or item, which is subject to any claim of error or dispute between the Parties, without prior written City approval.

It is the City's policy to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, vendors shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at:

<http://www.portlandonline.com/omf/index.cfm?c=26606&a=409834>. Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be in United States currency.

ARTICLE II. Performance of services under this Contract shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor.

6. **INSURANCE:** Contractor shall obtain and maintain in full force at Contractor expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

(a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Contractor and all subcontractors shall maintain coverage for all subject workers.

☒ Required and attached or ☐ Proof of exemption (i.e., completion of Independent Contractor Certification Statement)

(b) General commercial liability (CGL) insurance covering bodily injury, personal and advertising injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

☒ Required and attached or ☐ waived by Authorized Bureau Manager

(c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

☒ Required and attached or ☐ waived by Authorized Bureau Manager

Continuous Coverage; Notice of Cancellation: The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non renewal of coverage without thirty (30) days written notice from Contractor to the City. If the insurance is canceled or terminated prior to completion of the Contract, Contractor shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Contractor's activities to be performed, or products or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Certificate(s) of Insurance: Contractor shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement form(s) to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Contractor shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subcontractor(s): Contractor shall provide evidence that any subcontractor, if any, performing work or providing goods or service under the Contract has the same types and amounts of coverages as required herein or that the subcontractor is included under Contractor's policy.

Additional Insured. The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include the City of Portland and its divisions, officers and employees as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance

Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City Auditor. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Certificate(s) of Insurance. As evidence of the insurance coverages required by this Contract, the Contractor shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement form(s) to the City prior to the award of the Contract if required by the procurement document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Contractor shall pay for all deductibles

ARTICLE III. In consideration of the premises, and in accordance with the provisions for acceptance and payment for work set forth in these Standard Terms and Conditions and Special Terms and Conditions, the City and Contractor hereby agrees as follows:

STANDARD TERMS AND CONDITIONS

- 7. INDEPENDENT CONTRACTOR STATUS:** The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its subcontractors, and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- 8. NO THIRD PARTY BENEFICIARIES:** Contractor and City are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- 9. SUCCESSORS IN INTEREST:** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and approved assigns.
- 10. SURVIVAL:** The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.
- 11. COMPLIANCE WITH APPLICABLE LAW:** In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Contract. Contractor agrees it is currently in compliance with all tax laws. Contractor shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>.

The following additional conditions apply to this solicitation and any resultant purchase order or contract: Appendix A as attached hereto.

The Contractor must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made and shall be responsible for the following :

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER: The Contractor is certified as an Equal Employment Opportunity Employer as prescribed by Chapter 3.100 of the Code of the City of Portland through 5-30-14. The certification will be maintained throughout the duration of the Contract.

NON-DISCRIMINATION IN EMPLOYEE BENEFITS (EQUAL BENEFITS): The Contractor has complied by providing the Equal Benefits Compliance Worksheet/Declaration Form indicating: Full Compliance, Option C.

BUSINESS LICENSE TAX ACCOUNT: The Contractor license #263607 is in compliance with the City of Portland Business License Tax requirements as prescribed by Chapter 7.02 of the Code of the City of Portland and will be maintained throughout the duration of this Contract.

NOTIFICATION TO STATE OF NONRESIDENT CONTRACTOR: If the Contract Price exceeds \$10,000 and the Contractor is a Nonresident Contractor, the Contractor shall promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Contract Price, terms of payment, Contract duration and such other information as the Department of Revenue may require before final payment can be made on the Contract. A copy of the report shall be

forwarded to the City. The City shall satisfy itself that the above requirements have been complied with before it issues final payment on the Contract (PCC 5.33.695) http://www.oregon.gov/dor/forms/misc/nonresident-bidder_800-020.pdf.

WAGE RATES: State of Oregon, Bureau of Labor and Industries (BOLI) prevailing wage rates are required to be paid to workers in each trade or occupation that the Contractor or Subcontractor uses in performing all or part of the work on this project. The applicable prevailing wage rates for this project will be the rates in the BOLI publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon" effective on July 1, 2013, including any applicable amendments dated October 1, 2013, which are hereby incorporated into this contract by this reference. Workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. You can download your copy from www.oregon.gov/boli. If you need additional copies, contact Bureau of Labor & Industries, 800 NE Oregon St. #32, Portland, OR 97232; phone 971-673-0839.

The City of Portland is required to pay the Prevailing Wage Rate (PWR) fee directly to the Oregon Bureau of Labor and Industries. Therefore, Contractor acknowledges that this fee has not been included in the bid amount for this project.

The Contractor awarded the contract is required to post a Public Works Bond with the Oregon Contractors Construction Board (OCCB) unless exempt prior to start of work on the project.

Subcontractors awarded the contract are required to post a Public Works Bond with the Oregon Contractors Construction Board (OCCB) unless exempt prior to start of work on the project.

GRANT TERMS AND CONDITIONS: *In connection with its activities under this Contract, Contractor shall comply with all applicable Grant Terms and Conditions. This includes all terms and conditions contained in this Contract and, for a contract involving a grant, the Grant Terms and Conditions as further described at:*
<http://www.portlandoregon.gov/bibs/article/455735>

12. GOVERNING LAW / VENUE: The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Contract shall be brought in the appropriate court in Multnomah County, Oregon. By executing this Contract the Contractor agrees to in personam jurisdiction of the Oregon courts.

13. NONDISCRIMINATION: Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of that Act, ORS Chapter 659.425, and all regulations and administrative rules established pursuant to those laws.

14. INDEMNITY: Contractor shall hold harmless, defend, and indemnify the City of Portland, its officers, employees, and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all attorney's fees and costs, resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents including intentional acts, or of its subcontractors, agents or employees under this Contract. Contractor is not responsible for any damages caused by the actions of the City, its officers, employees and agents.

15. ASSIGNMENT OF ANTI-TRUST RIGHTS: By entering into a contract, the Contractor, for consideration paid to the Contractor under the Contract, does irrevocably assign to the City of Portland any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Contractor's obligation under this Contract.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the Contract, the Contractor shall require the subcontractor to irrevocably assign to the City of Portland, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC SS 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the Contract.

In connection with this assignment, it is an express obligation of the Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Portland. It is an express obligation of the Contractor to advise the City Auditor or the Office of the City Attorney of Portland, Oregon:

A. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;

- B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
- C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Portland.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to the Contractor, it shall promptly pay over to the City of Portland its proportionate share thereof, if any, assigned to the state hereunder.

16. SEVERABILITY: In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Contract, or any provision of this Contract, is unlawful, this Contract, or that provision of the Contract to the extent it is unlawful, shall terminate. If a provision of this Contract is terminated but the Parties can legally, commercially, and practicably continue without the terminated provision, the remainder of this Contract shall continue in effect.

17. FUNDING: In the event the City, during the adoption of the City's annual budget, reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the Contractor agrees to abide by any such decision including revision or termination of services.

18. ASSIGNMENT AND SUBCONTRACTING: This Contract or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the City of Portland. In the event of transfer without prior written consent, the purported transfer is void and the Contractor remains liable for performance of the Contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

19. LIENS: Contractor shall not permit any claim to be filed or prosecuted against the City or any lien against the property purchased in connection with this Contract and agrees to assume responsibility should such lien or claim be filed.

20. SUSTAINABLE PROCUREMENT: Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, the Contractor is encouraged to incorporate these Principles into their scope of work with the City wherever possible. Therefore in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, recyclable in local recycling programs, is made from recycled materials, and/or is collected by the vendor for reuse/recycling.

21. FORCE MAJEURE: Neither City nor Contractor shall be held responsible for performance if its performance is prevented by unforeseeable acts or events beyond the Party's reasonable control including, but not limited to: acts of God; fire, flood, earthquakes or other catastrophes; strikes or other labor unrest; power failures, electrical power surges or current fluctuations; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities; or any other circumstances that are not within its reasonable control.

22. AMENDMENTS: All changes to this Contract, including changes to the scope of work and Contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. The City's Chief Procurement Officer is authorized to execute amendments to this Contract without the City's further approval, provided such amendments are in writing, signed by both Parties, and approved by the City Attorney's Office. Contractor understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Chief Procurement Officer, or to waive the approval of the City Attorney's office.

23. NON-WAIVER: No waiver, consent, modification, or change of terms of this Contract shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purposes given. The failure of the City to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

24. COORDINATION WITH OTHER CONTRACTORS AND OTHER SERVICES: The Contractor shall cooperate fully with other contractors and City employees providing systems or support to the City during installation, operation, or maintenance of the goods and services. This includes planning for and integration of the goods and services provided under this Contract with those provided by others. Further, Contractor shall make every reasonable effort to cooperate with City to minimize and/or prevent any

degradation of the other computer and telecommunications systems, equipment, or services of the City by the installation, operation, or maintenance of the goods and services. Contractor's failure to cooperate with the City and other contractors may be grounds for termination as provided herein.

25. ACCESS TO RECORDS: The Contractor shall maintain professional accounting standards and on a current basis, and the City and its duly authorized representatives shall have access to, the books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request.

26. AUDITS: The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by ACCESS TO RECORDS. Audits shall be conducted in accordance with generally accepted auditing standards.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies as provided under EARLY TERMINATION OF CONTRACT and REMEDIES. In addition, the Contractor agrees to abide by the standards of the Office of the Comptroller set forth in May, 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this Contract shall be retained by the Contractor for a minimum of five (5) years for purposes of State of Oregon or the OJP Financial Guide from the Office of the Controller and apprise itself of all rules and regulations set forth.

27. EMPLOYEES NOT TO BENEFIT: No City employee or elected official of the City shall be admitted to any share or part of this Contract or to any benefit that may arise there from; but, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

28. CONFLICT OF INTEREST: Contractor hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s), that the Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Contractor understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

SPECIAL TERMS AND CONDITIONS

29. CITY FURNISHED PROPERTY: No materials, labor or facilities will be furnished by the City unless otherwise provided for within this Contract.

30. ADDITIONAL SERVICES The City reserves the right to procure additional services for additional City bureaus beyond those stated in the Contract documents at the same prices in the Contract. Price increases will be allowed, but shall be in keeping with Attachment A of this Contract. Such additional services are not guaranteed and will be made at the City's sole discretion based upon the requirements of City bureaus.

31. RIGHT TO CHANGE: The City reserves the right to order changes to the goods, materials, equipment and services outlined herein. The City and the Contractor shall determine a fair and equitable cost and if required, additional time for such changes. All such changes shall be ordered in writing and agreed to by the Parties.

32. NOTICE: Except as otherwise stated in this Contract, any notice or demand to be given under this Contract shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

CONTRACTOR:

CITY:

Otis Elevator Company
7216 SW Durham Rd., Suite 900
Portland, OR 97224
ATTN: Ryon Rosvold

City of Portland
Procurement Services
1120 SW 5th Ave, Rm 750
Portland, OR 97204
ATTN: Jim Van Nest

If either Party changes its address or if a Party's representative changes, the other Party shall be advised of such a change in writing, in accordance with this section.

33. EARLY TERMINATION OF CONTRACT: The City and the Contractor, by mutual written agreement, may terminate the Contract at any time. The City, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion. Either the City or the Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice of the breach and the Party's intent to terminate. If the Party has not entirely cured the breach within seven (7) days of the notice, then the Party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

34. SUSPENSION OF THE WORK: The City may at any time give notice in writing, by electronic mail, or by facsimile to the Contractor to suspend this Contract. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. In no event shall the Contractor be entitled to any lost or prospective profits or any incidental or consequential damages because of suspension.

35. PAYMENT ON EARLY TERMINATION: In the event of termination under EARLY TERMINATION OF CONTRACT hereof, the City shall pay the Contractor for goods and services in accordance with the Contract prior to the termination date and delivered to City provided that such goods and services conform to Contract specifications and are of use to the City. In the event of termination under EARLY TERMINATION OF CONTRACT hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor for goods delivered and services performed in accordance with the Contract prior to the termination date subject to set off of excess costs, as provided for in Remedies. In the event of early termination all of the Contractor's work product shall become and remain property of the City. Under no circumstances shall the City be subject to early termination penalties for recurring charges for goods or services that the City cancels during the term of this Contract.

36. REMEDIES: In the event of termination under EARLY TERMINATION OF CONTRACT by the City due to a breach by the Contractor, then the City may procure services outstanding from another contractor and the Contractor shall be liable for additional re-procurement costs incurred by the City. The City also shall be entitled to any other equitable and legal remedies that are available. Except as expressly contained in this Contract, the remedies for a breach of this Contract shall not be exclusive, or construed as a limitation on any other equitable and legal remedies that are available or may become available.

37. PERMITS AND LICENSES: The Contractor shall be required to have or obtain, at their expense, any and all permits and licenses required by the City and/or County, state and Federal (except FCC radio licenses), pertaining to the materials and services to be provided.

38. INTELLECTUAL PROPERTY: The City requires the following regarding copyrighting and patent pending on work products pertaining to this Contract:

a. Copyright: All work products of the Contractor which result from this Contract are the exclusive property of the City. If this Contract results in a copyright, the City of Portland reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for governmental purposes, the work or the copyright to any work developed under this Contract and any rights of copyright to which the Contractor or its sub-vendor, purchases ownership with grant support.

b. Patent: If this Contract results in the production of patentable items, patent rights, processes, or inventions, the Contractor or any of its sub-vendors shall immediately notify the City. The City will provide the Contractor with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

39. SPECIFICATIONS: This Contract authorizes the Contractor to provide and the City to procure those goods, materials, equipment and services, and establishes the terms and conditions for the City to obtain said goods, materials, equipment and services from the Contractor. Goods, materials, equipment and services to be provided under this Contract are described in the Attachments hereto. The Contractor shall provide to the City those goods, materials, equipment and services described in the attachments in accordance with the prices shown herein. Payment shall be made only in accordance with the payment schedule identified herein.

40. WARRANTY: The Contractor represents and warrants that (i) Contractor shall perform all Services set forth herein in a good and workmanlike manner, in conformance with the Specifications and requirements of the Contract, and in accordance with the highest applicable professional and/or industry standards; (ii) Contractor warrants that each of Contractor's employees assigned to

perform Services has the proper skill, training, and background to be able to perform Services in a competent, timely, and professional manner and that all Services shall be so performed; and (iii) Contractor shall, at all times during the term of the Contract, maintain and keep current all licenses and certifications required to perform the work set forth in the Contract.

41. PROPRIETARY AND CONFIDENTIAL INFORMATION: The Oregon Public Records Law, ORS 192.410 et seq. strictly governs the City's treatment of requests for public records pertinent to this Contract.

Contractor agrees to hold in confidence any and all information of the City's it receives while performing any of the contemplated function of the Contract and shall not disclose any such information to third parties.

42. NEWS RELEASES AND PUBLIC ANNOUNCEMENTS: The Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representatives of the City, except with prior specific written authorization from the City.

Contractor shall not issue any news release or public announcement pertaining to this Contract or the project without prior written approval of the City, which may be withheld in the City's sole discretion. A minimum of three (3) business days notice is required for a response to a request for such approval. If approval is not issued within the three (3) business day period, the request shall be deemed denied.

43. INTERGOVERNMENTAL COOPERATIVE PROCUREMENT: The Contractor agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this Contract reflect the City of Portland usage only.

Any public agency that wishes to purchase items will execute its own contract with the awarded Contractor for its requirements. The Contractor, in its sole discretion, may decline to extend the prices and terms of this Contract to any and/or all other public agencies. If the Contractor enters into a contract with any public agency on terms or prices other than that outlined in this contract or in conjunction with a competitive bid process, then there is no reporting requirement to City of Portland.

44. OREGON HAZARD COMMUNICATION RULES: The Contractor must comply with all provisions of OAR 437, Subsection H: Hazardous Materials. Inquiries concerning compliance should be directed to any office of the Accident Prevention Division or the Workers' Compensation Department central office in Salem

Material Safety Data Sheets (MSDS) shall be provided along with delivery of the product to each Bureau or Division that receives merchandise. The City does not have a centralized Hazard Communication Rules program and supplying MSDS's to one location does not qualify as compliance.

The City reserves the right to refuse and withhold payment for shipments that are not properly labeled or for which an MSDS has not been provided. Noncompliance with OAR 437 is violation of this Contract and justifiable cause for cancellation.

45. ENTIRE CONTRACT: This Contract and its Attachments represent the entire Contract between the Parties. This Contract is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Contract, understanding, or representation between the Parties with respect thereto, whether written or oral.

ARTICLE IV. This Contract 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 agreement. It is understood and agreed by the Parties hereto that:

1. Any reference in this Contract to the scope of work or specifications is intended as a convenience to the Parties in administration of the Contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this Contract of any provision of the scope of work or specifications is not intended, nor shall be construed to change, alter, modify, amend, or delete the requirements of the scope of work or specifications.

2. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and State of Oregon shall be followed with respect to this Contract.

3. Contractor hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s) that the Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Contractor understands that should it

elect to employ any former City official/employee during the term of the contract then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

4. The City and Contractor may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, Contractor and City have caused this Contract to be executed by their duly authorized representative(s), all on the day and year first above written.

OTIS ELEVATOR COMPANY

by _____

Name, Title and Date

Approved as to form:

Address: 7216 SW Durham Rd, Suite 900
Portland, OR 97224

Telephone No: (503) 339-4890
Fax No: (503) 684-5427
Email: ryon.rosvold@otis.com

City Attorney

CITY OF PORTLAND

by _____
Christine Moody, Chief Procurement Officer Date

ATTACHMENT A

1. **SCOPE OF WORK:** The Contractor shall provide all work as identified in the Technical Requirements, Attachment 4, and Exhibits A through F, and H. After Contract award, the City may request the Contractor to perform a detailed assessment of some or all City elevators. This additional work would be separately priced and may be incorporated into this Contract by written amendment.

2. **TECHNICAL OR REQUIRED SERVICES:** The Contractor shall perform the tasks listed in Exhibits A through F, and H, and as described below for this project. The Contractor is expected to work closely with designated City of Portland bureau personnel to accomplish the goals and perform the tasks required.

At the time of Contract execution the Contractor must be prepared to assign a mechanic to this project who has at least fifteen (15) years of field elevator experience on both new construction and maintenance and shall have a minimum of four (4) full time elevator mechanics, one (1) helper and one (1) full time repair crew located in the Greater Portland, OR area which is defined as Washington, Clackamas and Multnomah Counties in Oregon and Clark County in Washington State.

Contractor shall maintain, at all times, office facilities, a twenty-four (24) hour telephone service and personnel to promptly dispatch competent mechanics to repair any reported elevators.

RULES FOR EMPLOYEES

Uniforms with proper name tags, or I.D. badges, shall be worn at all times on City premises.

1. Contractor and employees may be required to sign in and out of the building on a form provided by the Facilities Services Operations Manager.
2. All building damage, paint damage, floor damage, etc., shall be reported to the Facilities Dispatch, Security, or Project Manager in charge of the Contract.
3. Turn in lost and found articles to the Facilities Dispatch, Security, or Project Manager in charge of the Contract.

3. **WORK PERFORMED BY THE CITY:** The City shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide such information as required. The Bureau of Internal Business Services, Facilities, has assigned a project manager who will oversee the work and provide support as needed.

The City shall be responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls for the City. These controls will include information technology, proprietary information, and trade secret safeguards if appropriate to City work.

4. **TIME IS OF THE ESSENCE:** Contractor shall make every reasonable effort to meet established delivery dates and other deadlines. Circumstances that may delay the delivery of goods and services from established delivery dates and other deadlines, including excusable delays and force majeure events, shall be reported to the City immediately upon discovery. The City and Contractor shall mutually agree upon any schedule or pricing change due to excusable delays or force majeure events in writing. In the event Contractor does not meet the established delivery dates or other deadlines and Contractor has failed to cure such breach within seven (7) days of written notice by the City, the City may obtain the undelivered goods and/or non-performed service from another source, and no recurring charges, one-time charges, or termination charges or other penalties shall be due the Contractor. In addition, the City will be entitled to reasonable compensation as stated under REMEDIES.

5. **CONSIDERATION:** Unit price payments shall be made to the Contractor by the City on a monthly basis for the total product delivered to the City's specified location and accepted by the City. Acceptance occurs when the City authorizes payment of the invoice. Unit prices shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to the Contractor upon request. Product payments shall be in accordance with Attachment 4.

6. **DELIVERY:** Services shall be provided to the City of Portland, Bureau of Internal Business Services, Facilities, and pricing is inclusive of all costs. Time is of the essence. Services shall be performed no later than the times stated in the Contract.

Should installation or assembly be required, prices include all costs associated with delivery, assembly, setup, and proper disposal of packaging material. Pricing is exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to the Contractor upon request.

7. **PRICE ADJUSTMENT:** The Contract and stated hourly rates price shall be subject to annual adjustment one (1) year from the beginning of the contract and annually thereafter. 85% of the amount will be affected by the percent change of the elevator mechanics wage (increase or decrease) in the locality where the elevator equipment covered by the Contract is maintained. The remaining 15% will be affected by the percent change in material cost (increase or decrease) based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. The base rates for the above contract amounts are:

LABOR RATE INCLUDING FRINGE BENEFITS APPLICABLE:

\$81.37 RATE 5-1-2014 DATE

METAL PRODUCTS INDEX:

215.30 RATE 2-1-2014 DATE

The total contract price adjustment (labor, materials and OH&P) in any annual period shall be limited to a maximum of 3.5%.

Sixty (60) day advance notification of price adjustments shall be submitted to City of Portland.

RFP # 116324
ATTACHMENT 4
PROPOSAL PRICING FORM

						Required Mechanic	Maximum Helper	Total Required Preventative Maintenance	Annual Price "A"
Building Name	Street Address	City	Zip Code	Elevator Unit #	Elevator Type	Hours/Month	Hours/Month	Hours/Month	
Alternate No. 1	Added Annual Cost for 24/7 maintenance related calls at Garage and Police/High Security Buildings								
Alternate No. 2	Added Annual Cost for 24/7 calls and non maintenance related calls at Garage and Police/High Security Buildings								
Contract award will be made to the most qualified responsive and responsible Bidder									
City has the option of awarding the Base Bid Only, Base Bid Plus Alternate No. 1 or Base Bid Plus Alternate No. 2									
* Number of Hours per year is an estimate only. Actual hours required may vary from this estimate.									
If overtime callback work is required, City of Portland authorized payment for hourly rates shall not exceed:									
	MECHANIC	HELPER							
STRAIGHT TIME:									
STRAIGHT TIME x 1.7:									
TIME AND ONE-HALF:									
DOUBLE TIME:									
All work to be performed, not included in the Contract will be authorized by City of Portland by written notification to CONTRACTOR prior to commencement of the work. The maximum hourly rates, and material markup from cost, will be as follows:									
	MECHANIC	HELPER							
STRAIGHT TIME:									
STRAIGHT TIME x 1.7:									
TIME AND ONE-HALF:									
DOUBLE TIME:									
MATERIAL MARK UP									

ATTACHMENT B - PRICING (INSERTED PER CONTRACTOR'S PROPOSAL)

PROPOSAL NO. 116324

EXHIBIT A
CITY OF PORTLAND
ELEVATOR PREVENTIVE MAINTENANCE
EQUIPMENT LIST

BUILDING	UNIT #	TYPE	REQUIRED MECHANICAL HOURS PER MONTH	MAXIMUM HELPER HOURS ALLOWED PER MONTH (Not Probationary)	TOTAL REQUIRED PM HOURS PER/MONTH
High Rise					
1900 Building	#1	traction	2	0.5	2.5
	#2	traction	2	0.5	2.5
	#3	traction	2	0.5	2.5
General Office					
City Hall	#1	traction	2	0.5	2.5
	#2	traction	2	0.5	2.5
	#3	sidewalk	1	0	1
Interstate Building/Water Bureau	#1	traction	1.5	0.5	2
	#2	traction	1.5	0.5	2
Kenton Fire	#1	Cable	0.5	0	0.5
Kerby Garage	#1	hydraulic	1	0	1
WPCL	#1	hydraulic	1	0	1
CBWWTP	#1	hydraulic	1	0	1
CBWWTP	#2	hydraulic	1	0	1
Union Station	#1	traction	1.5	0.5	2
Union Station	#2	hydraulic	1	0	1
Portland Streetcar	#1	hydraulic	1	0	1
PDOT Tram	#1	traction	2	0.5	2.5
Police or High Security					
Police & Central Precinct	#1	traction	2	0.5	2.5
Police & Central Precinct	#2	traction	2	0.5	2.5
Police & Central Precinct	#3	traction	2	0.5	2.5
Police & Central Precinct	#4	traction	2	0.5	2.5
Kelly Bldg	#1	hydraulic	1	0	1
North Precinct	#1	hydraulic	1	0	1

St. Johns Precinct	#1	hydraulic	1	0	1
E Precinct	#1	hydraulic	1	0	1
Communication Center	#1	hydraulic	1	0	1
Garages/Other					
1 st and Jefferson	#1	traction	2	0.5	2.5
	#2	traction	2	0.5	2.5
4 th and Yamhill	#1	traction	2	0.5	2.5
	#2	traction	2	0.5	2.5
	#3	traction	2	0.5	2.5
Naito and Davis	#1	traction	2	0.5	2.5
	#2	traction	2	0.5	2.5
3 rd and Alder	#1	traction	2	0.5	2.5
	#2	traction	2	0.5	2.5
	#3	traction	2	0.5	2.5
	#4	traction	2	0.5	2.5
	#5	traction	2	0.5	2.5
10 th and Yamhill	#1	hydraulic	1.5	0.5	2
	#2	hydraulic	1.5	0.5	2
	#3	hydraulic	1.5	0.5	2
	#4	hydraulic	1.5	0.5	2
Gibbs St. Pedestrian Bridge	#1	roped hydraulic	2	0.5	2.5
TOTALS	43				84

186595

EXHIBIT B

PM = Maintenance Required per Contract
 CB = Callback Hours
 STATE = Perform State Requirement
 OTHER = Window Washing, Vandalism, etc.

ELEVATOR COMPANY NAME: _____

BUILDING NAME: _____

TIME TICKETS COVERING PERIOD BEGINNING _____ **and ENDING** _____.

Please attach copies of Time Tickets.

Date	Elevator No.	Time Ticket No.	Mech /Helper	Bill	Non-Bill	Travel Time	PM Hours	CB Hours	State Inspection	Other Hours	Detail [PRINT]
TOTALS											

Manager's Name (Print) _____ Signature _____ Telephone No. _____

Fax to:

Questions:
 RFP #116324

RFP # 116324
EXHIBIT C
PROPERTY LOCATION, EQUIPMENT, PERFORMANCE TIMES

Building Name	Street Address	City	Unit #	Type	Capacity (lbs)	Speed (FPM)	Door Type (SS/CO)	Door Size	Door Open	Door Close	Floor to Floor
1900 Building	1900 SW 4th Avenue	Portland	1 (6)	traction	3500	350	1SCO	42"x 84"	1.6	2.4	9.1
1900 Building	1900 SW 4th Avenue	Portland	2 (7)	traction	3500	350	1SCO	42"x 84"	1.6	2.4	9.1
1900 Building	1900 SW 4th Avenue	Portland	3 (8)	traction	4000	350	1SCO	48"x 84"	1.7	2.7	9.6
City Hall	1221 SW 4th Avenue	Portland	1	traction	3000	350	1SCO	42"x 84"	1.6	2.4	9.1
City Hall	1221 SW 4th Avenue	Portland	2	traction	3000	350	1SCO	42"x 84"	1.6	2.4	9.1
City Hall	1221 SW 4th Avenue	Portland	3	sidewalk	4000	25	Swing	72"x 84"	N/A	N/A	18.0
Interstate Building/Water Bureau	2010 N Interstate Avenue	Portland	1	traction	3000	350	1SCO	42"x 84"	1.6	2.4	9.1
Interstate Building/Water Bureau	2010 N Interstate Avenue	Portland	2	traction	3000	350	1SSO	42"x 84"	2.3	4.0	11.1
Kenton Fire	8105 N Brandon Avenue	Portland	1	cable	450	-	Swing	42"x 84"	N/A	N/A	
Kerby Garage	2929 N Kerby Avenue	Portland	1	hydraulic	7500	50	1SCO	48"x 84"	1.7	2.7	20.5
Water Pollution Control Laboratory	6543 N Burlington Avenue	Portland	1	hydraulic	2500	100	1SSO	42"x 84"	2.3	4	16.5
Columbia Blvd Waste	5001 N Columbia Boulevard	Portland	1	hydraulic	2500	100	1SSO	42"x 84"	2.3	4	16.5
Columbia Blvd Waste	5001 N Columbia Boulevard	Portland	2	hydraulic	2500	115	1SCO	42"x 84"	1.6	2.4	13.5
Union Station	800 NW 6th Avenue	Portland	1	traction	1200	100	2SSO	39"x 84"	2.3	4	16.5
Union Station	800 NW 6th Avenue	Portland	2	hydraulic	3500	125	1SCO	42"x 84"	1.6	2.4	13.0
Portland Streetcar	1516 NW Northrup Street	Portland	1	hydraulic	2100	90	1SSO	36"x 84"	2.1	3.4	15.5
Central Precinct *	1111 SW 2nd Avenue	Portland	1	traction	3500	500	1SCO	42"x 84"	1.6	2.4	8.0
Central Precinct *	1111 SW 2nd Avenue	Portland	2	traction	3500	500	1SCO	42"x 84"	1.6	2.4	8.0
Central Precinct *	1111 SW 2nd Avenue	Portland	3	traction	3500	500	1SCO	42"x 84"	1.6	2.4	8.0
Central Precinct *	1111 SW 2nd Avenue	Portland	4	traction	4000	500	1SCO	48"x 84"	1.7	2.7	8.5
Kelly Bldg *	4735 E Burnside Street	Portland	1	hydraulic	2100	100	1SSO	36"x 84"	2.1	3.4	15.5
North Precinct *	449 NE Emerson Street	Portland	1	hydraulic	2500	100	1SSO	42"x 84"	2.3	4.0	16.5
St. Johns Precinct *	7214 N Philadelphia Avenue	Portland	1	hydraulic	2100	80	1SSO	36"x 84"	2.1	3.4	17.0
East Precinct	737 SE 106th Avenue	Portland	1	hydraulic	2500	100	1SSO	42"x 84"	2.3	4.0	16.5
Communication Center *	9911 SE Bush Street	Portland	1	hydraulic	2500	100/150	1SSO	42"x 84"	2.3	4.0	16.5
PDOT Tram	OHSU Side - 0698 Gibbs	Portland	1	traction	2500	350	1SCO	42"x 84"	1.6	2.4	9.1
SPG, SW 1st & Jefferson	123 SW Jefferson Street	Portland	1	traction	3000	350	1SCO	42"x 84"	1.6	2.4	9.1
SPG, SW 1st & Jefferson	123 SW Jefferson Street	Portland	2	traction	3000	350	1SCO	42"x 84"	1.6	2.4	9.1
SPG, SW 4th & Yamhill	818 SW 4th Avenue	Portland	1	traction	3500	350	1SSO	42"x 84"	2.3	4.0	11.1
SPG, SW 4th & Yamhill	818 SW 4th Avenue	Portland	2	traction	3500	350	1SSO	42"x 84"	2.3	4.0	11.1
SPG, SW 4th & Yamhill	818 SW 4th Avenue	Portland	3	traction	3500	350	1SSO	42"x 84"	2.3	4.0	11.1
SPG, SW Naito & Davis	33 NW Davis Avenue	Portland	1	traction	3500	350	2SSO	48"x 84"	2.5	4.4	11.9
SPG, SW Naito & Davis	33 NW Davis Avenue	Portland	2	traction	3500	350	2SSO	48"x 84"	2.5	4.4	11.9
SPG, SW 3rd & Alder	620 SW 3rd Avenue	Portland	1	traction	2500	350	1SCO	42"x 84"	1.6	2.4	9.1
SPG, SW 3rd & Alder	620 SW 3rd Avenue	Portland	2	traction	2500	350	1SCO	42"x 84"	1.6	2.4	9.1
SPG, SW 3rd & Alder	620 SW 3rd Avenue	Portland	3	traction	2500	350	1SCO	42"x 84"	1.6	2.4	9.1
SPG, SW 3rd & Alder	620 SW 3rd Avenue	Portland	4	traction	2500	350	1SCO	42"x 84"	1.6	2.4	9.1
SPG, SW 3rd & Alder	620 SW 3rd Avenue	Portland	5	traction	2500	350	1SCO	42"x 84"	1.6	2.4	9.1
SPG, SW 10th & Yamhill	720 SW 10th Avenue	Portland	1	hydraulic	2500	150	1SCO	42"x 84"	1.6	2.4	13.0
SPG, SW 10th & Yamhill	720 SW 10th Avenue	Portland	2	hydraulic	2500	150	1SCO	42"x 84"	1.6	2.4	13.0
SPG, SW 10th & Yamhill	720 SW 10th Avenue	Portland	3	hydraulic	2500	150	1SCO	42"x 84"	1.6	2.4	13.0
SPG, SW 10th & Yamhill	720 SW 10th Avenue	Portland	4	hydraulic	2500	150	1SCO	42"x 84"	1.6	2.4	13.0
Gibbs St Pedestrian Bridge	Corner SW Moody & SW	Portland	1	roped/hyd	5000	150	2SSO	54"x 84"	2.5	4.0	66.5



CITY OF PORTLAND, OREGON



Bureau of Police

Charlie Hales, Mayor

Michael Reese, Chief of Police

1111 S.W. 2nd Avenue • Portland, OR 97204 • Phone: 503-823-0000 • Fax: 503-823-0342

Integrity • Compassion • Accountability • Respect • Excellence • Service

EXHIBIT D
APPLICANT BACKGROUND INFORMATION

Last Name _____ First Name _____ Middle Name _____

Other names you have used _____

Date of Birth _____ Sex _____ Race _____ Height _____ Weight _____ Hair Color _____ Eye Color _____

Social Security Number _____ Citizenship* _____ Place of Birth _____

**If you are a non US citizen you must present work authorization papers and a Social Security Card at your appointment.*

Home Street Address (actual physical location) _____

City _____ State _____ Zip Code _____ Phone Number _____

Date of last police contact _____

List all states you have lived in since age 16 _____

Email Address _____ Driver's License # _____ State _____

Driver's License # _____ State _____

Company Name _____ Phone Number _____

Company Address _____ City _____ State _____ Zip _____

Type of work or volunteering to be performed and where _____

Best phone numbers to contact you to make appointments _____

Fax this information to (503) 823-4797 Attn: Personnel Sergeant

or mail it to:

Portland Police Bureau
 Personnel Division, Room 1542
 1111 SW 2nd Avenue
 Portland, Oregon 97204
 Attn: Personnel Sergeant

We will contact you regarding scheduling an appointment to present two pieces of identification, notarize forms and be photographed and fingerprinted. Applicants must present two original pieces of identification such as a driver's license, Social Security card, passport or birth certificate.

If you have any questions please feel free to call Personnel @ (503) 823-0333.



CITY OF PORTLAND, OREGON



Bureau of Police

Charlie Hales, Mayor

Michael Reese, Chief of Police

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EXHIBIT E

Informed Consent/Release and Hold Harmless Waiver Ensuring Confidentiality of Background Investigation Information

I recognize that the Portland Police Bureau has an obligation to ensure public safety and protect police property, equipment and records. As an applicant to the Portland Police Bureau (whether I am a contractor doing business with the Police Bureau, or as a prospective employee), I acknowledge that I must prove my suitability to access police facilities on a regular basis.

I understand that I am authorizing an investigation into aspects of my personal life to determine my fitness to access police facilities. This investigation may include contacting persons and/or organizations that have information relating to my suitability. I also understand that those persons and/or organizations may feel inhibited, intimidated or otherwise reticent about furnishing legitimate information concerning my fitness unless the confidentiality of their information can be guaranteed on a permanent basis.

I further recognize that although some of the information contained in this report is a matter of public record, or would otherwise be accessible to me, this information will be interwoven with other confidential information to which I would otherwise not be privy.

Therefore, I exonerate, release and discharge the City of Portland, the Police Bureau, its officers, agents or assigns, now and in the future, from any claim or damages, whether in law or in equity, on behalf of myself, my heirs, agents, or assigns, for their refusal to make available any and all information contained in this investigation, including but not limited to the identity of any person or organization who may have supplied information in the course of this investigation, as well as the substance of any such information supplied, even where such information has been the basis for my disqualification from further consideration.

I hereby knowingly, voluntarily, and specifically, waive any rights I may have to examine, review, or to otherwise discover the contents of this investigation and all documents related thereto, whether by request, civil service appeal, grievance, or by legal process.

Signature of Applicant

Printed name of applicant

I attest the applicant subscribed the above before me on this ____ day of _____, 201__ in the City of Portland, County of Multnomah, State of Oregon.

Notary Public for the State of Oregon

EXHIBIT E.1
Background Investigation Request
 (Attach to Application and Notarized Informed Consent Forms)

To: Personnel Division Sergeant

Interoffice 119/1542

Requestor's Name: (Police Bureau/City contact person requesting the background)

_____ RON UMALI _____ Telephone: 503-823-8704

Date: _____

Subject: Request for Background Investigation for ☒ Contractor ☐ City Employee☐ Volunteer (✓ one)

Applicant's full name: _____

Applicant's telephone (s) #: _____

Where will this applicant physically be located when working? CENTRAL PRECINCT/PPB FACILITIESDescribe work to be performed? BUILDING ALTERATION/REPAIR/MAINTENANCE

● **This request for a background investigation is being submitted to allow this applicant:**

To have unescorted access into police facilities	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Comments: _____
To be issued a security disc	Yes	<input checked="" type="checkbox"/> No	Comments: _____
To be given an office door key	Yes	<input checked="" type="checkbox"/> No	Comments: _____
To view and or access CJIS (CCH) and PPDS data	Yes	<input checked="" type="checkbox"/> No	Comments: _____
To work/volunteer in or on police facilities	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Where: _____
To operate a computer and view police information	Yes	<input checked="" type="checkbox"/> No	Comments: _____
To be able to manipulate / change computer data	Yes	<input checked="" type="checkbox"/> No	Comments: _____

● **Will this applicant view police information on:**

Sign boards	Yes	<input checked="" type="checkbox"/> No	Comments: _____
On desk tops	Yes	<input checked="" type="checkbox"/> No	Comments: _____
In garbage cans	Yes	<input checked="" type="checkbox"/> No	Comments: _____
Computer screens	Yes	<input checked="" type="checkbox"/> No	Comments: _____

● **Renew/Update a background**

Is this background investigation to renew a:

Building Pass ID card	Yes	<input checked="" type="checkbox"/> No
Volunteer ID card	Yes	<input checked="" type="checkbox"/> No
Reserve Police Officer ID card	Yes	<input checked="" type="checkbox"/> No
Cadet ID card	Yes	<input checked="" type="checkbox"/> No
Approved contractors list renewal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Personnel Division use only:

Approved by / Assigned by _____

Background Investigation assigned to: _____ Date assigned: _____

Level of Background to be completed 1 2 3 4



HYDRAULIC ELEVATOR

EXHIBIT F.1

Minimum Maintenance & Test Standards; ASME A17.1, 2010 Section 8.11

Call (503) 373-1298 for information – Visit www.bcd.oregon.gov for more checklists.

Site Name: _____ Maintenance Company: _____

General Instructions

This checklist reflects the **minimum routine** maintenance and testing standards that apply to your **hydraulic** passenger and freight elevators.

Not all of the items that appear on this checklist will be applicable to your equipment. A licensed elevator contractor is capable of assisting you in determining those items that pertain to your equipment. Check the "N/A" box for all items that **do not apply**.

Item numbers (e.g. Item 1.1, 2.12, etc.) found in the description column refer to **ASME A17.2, Guide for Inspection of Elevators, Escalators and Moving Walks**. This guide provides information on how to perform routine maintenance checks and periodic tests. (Available through the Tech Bookstore; 800-ASK-BOOK)

The checklist is to be kept in the respective elevator machine room in clear view and kept up-to-date. **You will need one checklist for each elevator per year.**

Who Should Perform Elevator Maintenance and Testing?

Only properly licensed elevator personnel or owner-authorized personnel are allowed to perform maintenance and tests on elevator equipment.

Please refer to the shaded items in the description column on the checklist. The shaded items may be performed by persons authorized by the building owner. The items not shaded can only be performed by **licensed elevator personnel**.

Any owner-authorized person performing maintenance or testing **must** know how to perform the maintenance evaluation or test and be capable of recognizing incorrect elevator standards or operation. Corrections in operation or other repairs must be performed by **licensed elevator personnel** employed by a **licensed elevator contractor**.

Filling Out the Checklist

The owner is responsible for ensuring the checklist is kept current. The person or firm performing the required items must be indicated on the checklist. Where there is insufficient room to enter all information on the checklist, a separate sheet or log book may be used. The log book entry should clearly reference the checklist item number found after each maintenance and test description entry. In all cases, the date (mm/dd or mm/yyyy as applicable) must be entered on the checklist.

The small checkbox (☐) following the item description is to be checked **only** if the task was performed by owner-authorized personnel. Leave the box unchecked if the item was performed by licensed elevator personnel.

Example: Routine Checklist Entries

N/A	(1 st) Jan-Jun	(2 nd) Jul-Dec	Description
<input type="checkbox"/>	4/25	10/15	Door reopening device (Item

Last Updated 12/08/2011

			1.1) <input checked="" type="checkbox"/> (Note: owner performed)
<input type="checkbox"/>	3/26	9/22	Power closing of doors or gates (Item 1.9) <input type="checkbox"/> (Note: performed by elevator personnel)
<input type="checkbox"/>	3/26 26 lb.	9/22 26 lb.	Door closing force (Item 1.8)
<input type="checkbox"/>	5/22	11/16	Controller wiring, fuses, grounding, etc. (Item 2.12)

When measurements are required, they should be entered in the date box associated with the item. For example, the pressure relief reading should be entered as noted in the following example:

Example: Checklist Entry & Measurement

N/A	Date Due	Date Tested	Description
<input type="checkbox"/>	12/2003	11/2003 550 psi	8.11.3.2.1 Relief Valve Setting and System Pressure Test.

Additional Record Keeping

The owner is also required to provide a means to document trouble calls and other information that pertain to the operational history of the elevator. The documentation must also describe abnormalities that were discovered or occurred during routine maintenance checks and tests and what was done to correct the abnormalities.

This log should be kept on site and preferably in the elevator machine room. There is currently no particular format for keeping this information.

New checklists will be available online at www.bcd.oregon.gov or may be obtained from this office by calling (503) 373-1298.



HYDRAULIC ELEVATOR

EXHIBIT F.1

Minimum Maintenance & Test Standards; ASME A17.1, 2010 Section 8.11

Call (503) 373-1298 for information – Visit www.bcd.oregon.gov for more checklists.

Site Name: _____ Maintenance Company: _____

Current Year: _____		Code Date: _____ / _____	
State ID: _____ - _____		Bldg. ID: _____	
8.11.3 Inspection and Test Periods			
The routine inspection and tests of passenger and freight hydraulic elevators shall be made at intervals no greater than 6 months. All references to "Item" are to A17.2 2001, Guide for Inspection of Elevators, Escalators and Moving Walks.			
8.11.3.1 Inspection and Test Requirements			
The routine inspections and tests shall include the following:			
N/A	(1 st) Jan-Jun	(2 nd) Jul-Dec	Description
8.11.3.1.1 Inspections made from Inside the Car			
<input type="checkbox"/>			(a) Door reopening device (Item 1.1) <input type="checkbox"/>
<input type="checkbox"/>			(b) Stop switches (Item 1.2) <input type="checkbox"/>
<input type="checkbox"/>			(c) Operating control dev. (Item 1.3) <input type="checkbox"/>
<input type="checkbox"/>			(d) Car floor & landing sill (Item 1.4) <input type="checkbox"/>
<input type="checkbox"/>			(e) Car lighting (Item 1.5) <input type="checkbox"/>
<input type="checkbox"/>			(f) Car emergency signal (Item 1.6) <input type="checkbox"/>
<input type="checkbox"/>			(g) Car door or gate (Item 1.7) <input type="checkbox"/>
<input type="checkbox"/>			(h) Door closing force (Item 1.8) <input type="checkbox"/>
<input type="checkbox"/>			(i) Power closing of doors or gates (Item 1.9) <input type="checkbox"/>
<input type="checkbox"/>			(j) Power opening of doors or gates (Item 1.10) <input type="checkbox"/>
<input type="checkbox"/>			(k) Car vision panels and glass car doors (Item 1.11) <input type="checkbox"/>
<input type="checkbox"/>			(l) Car enclosure (Item 1.12) <input type="checkbox"/>
<input type="checkbox"/>			(m) Emergency exit (Item 1.13 & 1.20) <input type="checkbox"/>
<input type="checkbox"/>			(n) Ventilation (Item 1.14) <input type="checkbox"/>
<input type="checkbox"/>			(o) Signs and operating device symbols (Item 1.15) <input type="checkbox"/>
<input type="checkbox"/>			(p) Rated load, platform area, and data plate (Item 1.16) <input type="checkbox"/>
<input type="checkbox"/>			(q) E-power operation (Item 1.17) <input type="checkbox"/>
<input type="checkbox"/>			(r) Restricted opening of car or hoistway doors (Item 1.18) <input type="checkbox"/>
<input type="checkbox"/>			(s) Car-ride (Item 1.19) <input type="checkbox"/>
<input type="checkbox"/>			(t) Door Monitoring System (Item 2.26.5) <input type="checkbox"/>
<input type="checkbox"/>			(u) Stopping accuracy (Item 2.26.11) <input type="checkbox"/>
<input type="checkbox"/>			(v) Machinery Space/Control Space (Item 8.11.3.1.2) <input type="checkbox"/>
<input type="checkbox"/>			(w) Working Areas in the Car (Item 3.7 and 2.7.5.1) (1) means to prevent unexpected movement (Item 2.7.5.1.1) (2) Unexpected car movement device (Item 2.26.2.34) (3) operating instructions for unexpected car movement device

<input type="checkbox"/>			(Item 8.6.10.7) (x) Equipment Access panel electrical device (Items 3.26.1 and 2.26.2.35)
8.11.3.1.2 Inspections made in Machine Room/Space			
<input type="checkbox"/>			(a) Equipment Exposure to weather (Item 3.7.1)
<input type="checkbox"/>			(b) Means of access (Item 2.1)
<input type="checkbox"/>			(c) Headroom (Item 2.2)
<input type="checkbox"/>			(d) Means Necessary for tests (Item 3.7)
<input type="checkbox"/>			(e) Inspection and test panel (Item 3.7.1)
<input type="checkbox"/>			(f) Lighting and receptacles (Item 2.3)
<input type="checkbox"/>			(g) Enclosure of machine room/ spaces, control room/ spaces (Item 2.4)
<input type="checkbox"/>			(h) Housekeeping (Item 2.5)
<input type="checkbox"/>			(i) Ventilation and Heating (Item 2.6)
<input type="checkbox"/>			(j) Fire Extinguisher (Item 2.7)
<input type="checkbox"/>			(k) Pipes, wiring, and ducts (Item 2.8)
<input type="checkbox"/>			(l) Guarding of equipment (Item 2.9)
<input type="checkbox"/>			(m) Numbering of elevators, machines, and disconnect (Item 2.10)
<input type="checkbox"/>			(n) Maintenance path and maintenance clearance (Item 3.7.1)
<input type="checkbox"/>			(o) Stop switch (Items 3.7.1 and 3.26.1)
<input type="checkbox"/>			(p) Disconnecting means and control (Item 2.11)
<input type="checkbox"/>			(q) Controller wiring, fused, Grounding (Item 2.12)
<input type="checkbox"/>			(r) Hydraulic power unit (Item 2.30 & 2.42.1.2)
<input type="checkbox"/>			(s) Relief valve (Item 2.31)
<input type="checkbox"/>			(t) Control valve (Item 2.32)
<input type="checkbox"/>			(u) Tanks (Item 2.33)
<input type="checkbox"/>			(v) Flexible hydraulic hose and fittings (Item 2.34)
<input type="checkbox"/>			(w) Supply line and shutoff valve (Item 2.35)
<input type="checkbox"/>			(x) Hydraulic cylinders and hydraulic fluid loss record (Items 8.6.5.7 and 2.36)
<input type="checkbox"/>			(y) Pressure switch (Item 2.37)
	(1 st) Jan-Jun	(2 nd) Jul-Dec	Description
<input type="checkbox"/>			(z) Recycling operation [8.10.3.2.2 (u)]
<input type="checkbox"/>			(aa) Code Data Plate (Item 8.6.1.3)



HYDRAULIC ELEVATOR

EXHIBIT F.1

Minimum Maintenance & Test Standards; ASME A17.1, 2010 Section 8.11

Call (503) 373-1298 for information – Visit www.bcd.oregon.gov for more checklists.

Site Name: _____ Maintenance Company: _____

<input type="checkbox"/>			2.14)
<input type="checkbox"/>			(bb) Governor over speed switch and seal (Item 2.13)
<input type="checkbox"/>			(cc) Wiring diagrams (Item 8.6.1.6.3)
8.11.3.1.3 Inspections made from Top of Car			
<input type="checkbox"/>			(a) Top-of-car stop switch (Item 3.1)
<input type="checkbox"/>			(b) Car top light and outlet (Item 3.2)
<input type="checkbox"/>			(c) Top-of-car operating device (Item 3.3)
<input type="checkbox"/>			(d) Top-of-car clearance and refuge space (Item 3.4)
<input type="checkbox"/>			(e) Normal terminal stopping device (Item 3.5)
<input type="checkbox"/>			(f) Emergency terminal speed limiting devices (Item 3.6)
<input type="checkbox"/>			(g) Anti-creep leveling device (Item 3.7)
<input type="checkbox"/>			(h) Speed Test (Item 3.30)
<input type="checkbox"/>			(i) Top emergency exit (Item 3.8)
<input type="checkbox"/>			(j) Floor and emergency identification numbering (Item 3.9)
<input type="checkbox"/>			(k) Hoistway construction (Item 3.10)
<input type="checkbox"/>			(l) Hoistway smoke control (Item 3.11)
<input type="checkbox"/>			(m) Pipes, wiring, and ducts (Item 3.12)
<input type="checkbox"/>			(n) Windows, projections, recesses and setbacks (Item 3.13)
<input type="checkbox"/>			(o) Hoistway clearances (Item 3.14)
<input type="checkbox"/>			(p) Multiple hoistways (Item 3.15)
<input type="checkbox"/>			(q) Traveling cables and junction boxes (Item 3.16)
<input type="checkbox"/>			(r) Door and gate equipment (Item 3.17)
<input type="checkbox"/>			(s) Car frame and stiles (Item 3.18)
<input type="checkbox"/>			(t) Guide rails fastening and equipment (Item 3.19)
<input type="checkbox"/>			(u) Governor, safety, ropes, and counterweights (Item 3.20)
<input type="checkbox"/>			(v) Governor rope releasing carrier (Item 3.21)
<input type="checkbox"/>			(w) Wire rope fastening and hitch plate (Item 3.22)
<input type="checkbox"/>			(x) Suspension rope (Item 3.23)
N/A	(1 st) Jan-Jun	(2 nd) Jul-Dec	Description
<input type="checkbox"/>			(y) Slack rope device (Item 3.31)
<input type="checkbox"/>			(z) Traveling sheave (Item 3.32)
<input type="checkbox"/>			(aa) Counterweight and counterweight buffer (Item 3.28)
<input type="checkbox"/>			(bb) Crosshead data plate (Item 3.27)

<input type="checkbox"/>			(cc) Machinery space/control space (Item 8.11.3.1.2)
<input type="checkbox"/>			(dd) Working area on the car top 3.7.1 (1) means to prevent unexpected movement (Item 2.7.5.1.1) (2)-Unexpected car movement device (Item 2.26.2.34) (3) Operating instructions for unexpected car movement device (Item 8.6.10.6) (4) Operating instructions for egress and reentry procedure (Item 8.6.10.7)
<input type="checkbox"/>			(ee) Equipment exposure to weather (Item 3.7.1)
<input type="checkbox"/>			(ff) Machinery supports and fastenings (Items 2.9.1 and 2.9.3)
<input type="checkbox"/>			(gg) Guarding of equipment (Item 2.10.1)
8.11.3.1.4 Inspections made from Outside the Hoistway			
<input type="checkbox"/>			(a) Car platform guard (Item 4.1)
<input type="checkbox"/>			(b) Hoistway doors (Item 4.2)
<input type="checkbox"/>			(c) Vision panels (Item 4.3) <input type="checkbox"/>
<input type="checkbox"/>			(d) Hoistway door locking device (Item 4.4)
<input type="checkbox"/>			(e) Access to hoistway (Item 4.5)
<input type="checkbox"/>			(f) Power closing of hoistway doors (Item 4.6)
<input type="checkbox"/>			(g) Sequence operation (Item 4.7) <input type="checkbox"/>
<input type="checkbox"/>			(h) Hoistway enclosure (Item 4.8) <input type="checkbox"/>
<input type="checkbox"/>			(i) Elevator parking device (Item 4.9)
<input type="checkbox"/>			(j) Emergency doors in blind hoistways (Item 4.10) <input type="checkbox"/>
<input type="checkbox"/>			(k) Standby power selection switch (Item 4.12) <input type="checkbox"/>
<input type="checkbox"/>			(l) Means necessary for tests (Items 2.7.6.4, 3.7.1.8, 3.7.1.9 and 3.7.1.10) <input type="checkbox"/>
<input type="checkbox"/>			(m) Inspection and test panel (Items 3.7.1 and 2.7.6.5), Inspection Operation (Item 2.26.1.4.1) and Inspection Operation with open door circuits (Item 2.26.1.5) <input type="checkbox"/>
<input type="checkbox"/>			(n) Equipment exposure to weather (Item 3.7.1) <input type="checkbox"/>
8.11.3.1.5 Inspections made in the Pit			
<input type="checkbox"/>			(a) Pit access, lighting, stop switch, and condition (Item 5.1)
<input type="checkbox"/>			(b) Bottom clearance and runby (Item 5.2)
<input type="checkbox"/>			(c) Plunger and cylinder (Item 5.11)
<input type="checkbox"/>			(d) Car buffer (Item 5.12)
<input type="checkbox"/>			(e) Normal terminal stopping devices (Item 5.4)

Minimum Maintenance & Test Standards; ASME A17.1, 2010 Section 8.11

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Site Name:

Maintenance Company:

<input type="checkbox"/>			(f) Traveling cables (Item 5.5)
<input type="checkbox"/>			(g) Car frame and platform (Item 5.7)
<input type="checkbox"/>			(h) Guiding members (Item 5.8)
<input type="checkbox"/>			(i) Supply piping (Item 5.14)
<input type="checkbox"/>			(j) Governor rope tension device (Item 5.6)
<input type="checkbox"/>			(k) Machinery space/control space (Item 8.11.3.1.2)
<input type="checkbox"/>			(l) Working area in the pit (Items 3.7.1 and 2.7.5.2) (1) means to prevent unexpected movement (Item 2.7.5.2 a or b) (2) Unexpected car movement device (Item 2.26.2.34) (3) operating instructions for unexpected car movement device (Item 8.6.10.6) (4) operating instructions for egress and re entry procedure (Item 8.6.10.7)
<input type="checkbox"/>			(m) Equipment exposure to weather (Item 3.7.1)
<input type="checkbox"/>			(n) Machinery supports and fastenings (Items 2.9.1 and 2.9.3)
<input type="checkbox"/>			(o) Guarding of equipment (Item 2.10.1)
<input type="checkbox"/>			(p) Pit inspection operation (Item 3.26.2)
<input type="checkbox"/>			(q) Seismic Risk Zones, overspeed valve & pipe supports (5.15.2.2)
Quarterly Fire Service Test (8.6.10.1)			
	Jan-Mar	Apr-Jun	Jul-Sep
<input type="checkbox"/>			Oct-Dec
NOTE: Attach Test Tags to Equipment as Appropriate			
8.11.3.2 Category 1 Test Requirements (Annual)			
N/A	Date Due	Date Tested	Description
<input type="checkbox"/>			8.11.3.2.1 Relief Valve Setting and System Pressure Test.
<input type="checkbox"/>			8.11.3.2.2 Cylinders (2.36)
<input type="checkbox"/>			8.11.3.2.3(a) Normal and final terminal stopping devices (8.11.2.2.5; Item 3.5.2)
<input type="checkbox"/>			8.11.3.2.3 (b) Governors (8.11.2.2.3)
<input type="checkbox"/>			8.11.3.2.3 (c) Safeties (8.11.2.2.2)
<input type="checkbox"/>			8.11.3.2.3 (d) Oil buffers (8.11.2.2.1)
<input type="checkbox"/>			8.11.3.2.3(e) Firefighter's emergency conditions (8.11.2.2.6; Item 6.1) Include smoke detectors <input type="checkbox"/>
<input type="checkbox"/>			8.11.3.2.3(f) Standby or emergency power operation [8.11.2.2.7; Item 1.17.2(a)] <input type="checkbox"/> NOTE [8.10.8.2.3(f)]: Absorption of regenerated power (Rule 2.26.10) does not apply to hydraulic elevators
<input type="checkbox"/>			8.11.3.2.3(g) Power operations of door system (8.11.2.2.8; Items 4.6

			and 4.7)
<input type="checkbox"/>			8.11.3.2.3(h) Emergency terminal speed limiting device and emergency terminal stopping device (Rule 3.25.2; Item 3.6.2)
<input type="checkbox"/>			8.11.3.2.3(i) Low Oil Protection (2.23)
<input type="checkbox"/>			8.11.3.2.4 Flexible Hose and Fitting Assemblies
<input type="checkbox"/>			8.11.3.2.5 Pressure Switch
<input type="checkbox"/>			8.11.2.2.10 Seismic Devices
<input type="checkbox"/>			8.11.2.2.11 Rope Brakes
8.11.3.3 Category 3 Test Requirements (3-year)			
<input type="checkbox"/>			8.11.3.3.1 Unexposed Portions of Pistons
<input type="checkbox"/>			8.11.3.3.2 Pressure Vessels
8.11.3.4 Category 5 Test Requirements (5-year)			
<input type="checkbox"/>			8.11.3.4.1 Governors, safeties, and oil buffers, where provided, shall be inspected and tested as specified in Req. 8.11.3.2.3 every 5 years. Where activation is allowed or required both by over speed and slack rope, the safety shall have both means of activation tested.
<input type="checkbox"/>			8.11.3.4.2 Coated ropes shall be required to have a magnetic flux test capable of detecting broken wires in addition to a visual examination.
<input type="checkbox"/>			8.11.3.4.3 Wire rope fastenings shall be inspected in accordance with Item 3.2.1 of A17.2. Fastenings on roped-hydraulic elevators utilizing hydraulic jacks equipped with pistons which are hidden by cylinder head seals shall also be inspected even if it is temporarily necessary to support the car by other means and disassemble the cylinder head.

TROUBLE CALL LOG, MAINTENANCE, REPAIR AND TEST DOCUMENTATION EXHIBIT F.1

EXHIBIT F.1

[illegible]

Create as many copies of this page as you need.

Trouble call: Included any information related to the cause and correction of a malfunction.

Maintenance/Repair: Include any items that required correction that were discovered during a routine maintenance visit and any measurements or other readings required to be taken.

Test Documentation: Describe any abnormalities discovered during testing and the corrections taken.



ELECTRIC ELEVATOR

Minimum Maintenance & Test Standards; ASME A17.1, 2010, Section 8.11

Call (503) 373-1298 for Information – Visit www.bcd.oregon.gov for more checklists.

Site Name: _____ Maintenance Company: _____

General

This checklist reflects the **minimum routine** maintenance and testing standards that apply to your **electric** passenger and freight elevators.

Not all of the items that appear on this checklist will be applicable to your equipment. A licensed elevator contractor is capable of assisting you in determining those items that pertain to your equipment. Check the “N/A” box for all items that **do not apply**.

Item numbers (e.g. Item 1.1, 2.12, etc.) found in the description column refer to **ASME A17.2, Guide for Inspection of Elevators, Escalators and Moving Walks**. This guide provides information on how to perform routine maintenance checks and periodic tests.

The checklist is to be kept in the respective elevator machine room in clear view and kept up-to-date. **You will need one checklist for each elevator per year.** This checklist is the property of the building/elevator.

Who Should Perform Elevator Maintenance and Testing?

Only properly licensed elevator personnel are allowed to perform maintenance and tests on elevator equipment.

Please refer to the **shaded** items in the description column on the checklist. The shaded items may be performed by persons authorized by the building owner. The items not shaded can only be performed by **licensed elevator personnel**.

Corrections in operation or other repairs must be performed by **licensed elevator personnel** employed by a **licensed elevator contractor**.

Filling Out the Checklist The owner is responsible for ensuring the checklist is kept current. The person or firm performing the required items must be indicated on the checklist. Where there is insufficient room to enter all information on the checklist, a separate sheet or log book may be used. The log book entry should clearly reference the checklist item number found after each maintenance and test description entry. In all cases, the date (mm/dd or mm/yyyy as applicable) must be entered on the checklist.

The small checkbox (☐) following the item description is to be checked **only** if the task was performed by owner-authorized personnel. Leave the box unchecked if the item was performed by licensed elevator personnel.

Example: Routine Checklist Entries

N/A	(1 st) Jan-Jun	(2 nd) Jul-Dec	Description
<input type="checkbox"/>	4/25	10/15	Door reopening device (Item 1.1) <input checked="" type="checkbox"/> (Note: owner performed)
<input type="checkbox"/>	3/26	9/22	Power closing of doors or gates (Item 1.9) <input type="checkbox"/> (Note: performed by elevator personnel)
<input type="checkbox"/>	3/26 26 lb.	9/22 26 lb.	Door closing force (Item 1.8)
<input type="checkbox"/>	5/22	11/16	Controller wiring, fuses, grounding, etc. (Item 2.12)

When measurements are required, they should be entered in the date box associated with the item. For example, the pressure relief reading should be entered as noted in the following example:

Example: Checklist Entry & Measurement

N/A	Date Due	Date Tested	Description
<input type="checkbox"/>	12/2003	11/2003 550 psi	8.11.3.2.1 Relief Valve Setting and System Pressure Test.

Additional Record Keeping

The owner is also required to provide a means to document trouble calls and other information that pertain to the operational history of the elevator. The documentation must also describe abnormalities that were discovered or occurred during routine maintenance checks and tests and what was done to correct the abnormalities.

This log should be kept on site and preferably in the elevator machine room. There is currently no particular format for keeping this information.

New checklists will be available online at www.bcd.oregon.gov or may be obtained from this office by calling (503) 373-1298.



ELECTRIC ELEVATOR

Minimum Maintenance & Test Standards; ASME A17.1, 2010, Section 8.11

Call (503) 373-1298 for Information – Visit www.bcd.oregon.gov for more checklists.

Site Name: _____ Maintenance Company: _____

Calendar Year: _____ Code Date: ____ / ____
mm / yyyy

State ID #: _____ Bldg. ID: _____

Rule 8.11.2.1 Inspection and Test Periods

The routine inspection and tests of passenger and freight electric elevators shall be made at intervals no greater than 6 months.

N/A	(1 st) Jan-Jun	(2 nd) Jul-Dec	Description
8.11.2.1.1 Inside Car Inspections			
<input type="checkbox"/>			(a) Door Reopening Device (Item 1.1) <input type="checkbox"/>
<input type="checkbox"/>			(b) Stop Switches (Item 1.2) <input type="checkbox"/>
<input type="checkbox"/>			(c) Operating Control Devices (Item 1.3) <input type="checkbox"/>
<input type="checkbox"/>			(d) Car Floor and Landing Sill (Item 1.13) <input type="checkbox"/>
<input type="checkbox"/>			(e) Car Lighting (Item 1.5) <input type="checkbox"/>
<input type="checkbox"/>			(f) Car Emergency Signal (Item 1.6) <input type="checkbox"/>
<input type="checkbox"/>			(g) Car Door or Gate (Item 1.7) <input type="checkbox"/>
<input type="checkbox"/>			(h) Door Closing Force (Item 1.8) <input type="checkbox"/>
<input type="checkbox"/>			(i) Power Closing of Doors or Gates (Item 1.9) <input type="checkbox"/>
<input type="checkbox"/>			(j) Power Opening of Doors or Gates (Item 1.10) <input type="checkbox"/>
<input type="checkbox"/>			(k) Car Vision Panels and Glass Car Doors (Item 1.11) <input type="checkbox"/>
<input type="checkbox"/>			(l) Car Enclosure (Item 1.12) <input type="checkbox"/>
<input type="checkbox"/>			(m) Emergency Exit (Item 1.13) <input type="checkbox"/>
<input type="checkbox"/>			(n) Ventilation (Item 1.14) <input type="checkbox"/>
<input type="checkbox"/>			(o) Signs & Operating Device Symbols (Item 1.15) <input type="checkbox"/>
<input type="checkbox"/>			(p) Rated Load, Platform Area, and Data Plate (Item 1.16) <input type="checkbox"/>
<input type="checkbox"/>			(q) Standby Power Operation (Item 1.17) <input type="checkbox"/>
<input type="checkbox"/>			(r) Restricted Opening of Car or Hoistway Doors (Item 1.18) <input type="checkbox"/>
<input type="checkbox"/>			(s) Car Ride (Item 1.19) <input type="checkbox"/>
<input type="checkbox"/>			(t) Door Monitoring Systems (Item 2.26.5) <input type="checkbox"/>
<input type="checkbox"/>			(u) Stopping Accuracy (Item 2.26.11) <input type="checkbox"/>
<input type="checkbox"/>			(v) Machinery space/control space (Item 8.11.2.1.2) <input type="checkbox"/>
<input type="checkbox"/>			(w) Working area in the car (Item 2.7.5.1) <input type="checkbox"/>

<input type="checkbox"/>			(1) meant to prevent unexpected movement (Item 2.7.5.1.1) <input type="checkbox"/>
<input type="checkbox"/>			(2) Unexpected car movement device 2.26.2.34 <input type="checkbox"/>
<input type="checkbox"/>			(3) Operating instructions for unexpected car movement 8.6.10.6 <input type="checkbox"/>
<input type="checkbox"/>			(4) Operating instructions for egress and reentry procedure 8.6.10.7 <input type="checkbox"/>
<input type="checkbox"/>			(x) Equipment access panel electrical device (Item 2.26.2.35) <input type="checkbox"/>
8.11.2.1.2 Machine/Control Room/Space Inspections			
<input type="checkbox"/>			(a) Equipment exposure to weather (Item 2.7.6.6) <input type="checkbox"/>
<input type="checkbox"/>			(b) Means of access (Item 2.1) <input type="checkbox"/>
<input type="checkbox"/>			(c) Headroom (Item 2.2) <input type="checkbox"/>
<input type="checkbox"/>			(d) Means necessary for tests (Item 2.7.6.4) <input type="checkbox"/>
<input type="checkbox"/>			(e) Inspection and test panel (Item 2.7.6.5) <input type="checkbox"/>
<input type="checkbox"/>			(f) Lighting and receptacles (Item 2.3) <input type="checkbox"/>
<input type="checkbox"/>			(g) Enclosure of machine room/spaces, control room/ spaces (Item 2.4) <input type="checkbox"/>
<input type="checkbox"/>			(h) Housekeeping (Item 2.5) <input type="checkbox"/>
<input type="checkbox"/>			(i) Ventilation (Item 2.6) <input type="checkbox"/>
<input type="checkbox"/>			(j) Fire extinguisher (Item 2.7) <input type="checkbox"/>
<input type="checkbox"/>			(k) Pipes wiring and ducts (Item 2.8) <input type="checkbox"/>
<input type="checkbox"/>			(l) Guarding of equipment (Item 2.9) <input type="checkbox"/>
<input type="checkbox"/>			(m) Numbering of elevators machines and disconnect switches (Item 2.10) <input type="checkbox"/>
<input type="checkbox"/>			(n) Maintenance path and maintenance clearance (Item 2.7.2) <input type="checkbox"/>
<input type="checkbox"/>			(o) Stop switch (Item 2.7.3.5 and Item 2.26.2.24) <input type="checkbox"/>
<input type="checkbox"/>			(p) Disconnecting means and control (Item 2.11) <input type="checkbox"/>
<input type="checkbox"/>			(q) Controller wiring fused, grounding (Item 2.12) <input type="checkbox"/>
<input type="checkbox"/>			(r) Static control (Item 2.15) <input type="checkbox"/>
<input type="checkbox"/>			(s) Machinery supports and fastenings (Item 2.16) <input type="checkbox"/>
<input type="checkbox"/>			(t) Drive machine brake (Item 2.17) <input type="checkbox"/>
<input type="checkbox"/>			(u) Traction drive machines (Item 2.18) <input type="checkbox"/>
<input type="checkbox"/>			(v) Gears bearings and flexible connections (Item 2.19) <input type="checkbox"/>
<input type="checkbox"/>			(w) Winding drum machine (Item 2.20) <input type="checkbox"/>
<input type="checkbox"/>			(x) Belt-or chain drive machine (Item 2.21) <input type="checkbox"/>
<input type="checkbox"/>			(y) Motor generator (Item 2.22) <input type="checkbox"/>



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EXHIBIT F.2

ELECTRIC ELEVATOR

Minimum Maintenance & Test Standards; ASME A17.1, 2010, Section 8.11

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Site Name: _____ Maintenance Company: _____

N/A	(1 st) Jan-Jun	(2 nd) Jul-Dec	Description
<input type="checkbox"/>			(z) Absorption of regenerated power (Item 2.23)
<input type="checkbox"/>			(aa) Traction sheaves 2.25
<input type="checkbox"/>			(bb) Secondary and deflector sheaves 2.26
<input type="checkbox"/>			(cc) Rope fastenings (Item 2.27)
<input type="checkbox"/>			(dd) Terminal stopping devices (Item 2.28) <input type="checkbox"/>
<input type="checkbox"/>			(ee) Operating devices
<input type="checkbox"/>			(ff) Governor over speed switch and seal (Item 2.13)
<input type="checkbox"/>			(gg) Car and counterweight safeties (Item 2.29)
<input type="checkbox"/>			(hh) Code data plate (Item 8.6.1.3)
<input type="checkbox"/>			(ii) Emergency brake (Item 2.19.3)
<input type="checkbox"/>			(jj) AC drives from a DC source (Item 2.24)
<input type="checkbox"/>			(kk) Slack rope device (Item 2.20)
<input type="checkbox"/>			(ll) Wiring diagrams (Item 8.6.1.6.3)
8.11.2.1.3 Top-of-Car Inspections			
<input type="checkbox"/>			(a) Top-of-Car Stop Switch (Item 3.1)
<input type="checkbox"/>			(b) Car Top Light and Outlet (Item 3.2)
<input type="checkbox"/>			(c) Top-of-Car Operating Device and Working Platforms (Item 3.3)
<input type="checkbox"/>			
<input type="checkbox"/>			(e) Top Counterweight Clearance (Item 3.24)
<input type="checkbox"/>			(f) Car, Overhead, and Deflector Sheaves (Item 3.25)
<input type="checkbox"/>			(g) Normal Terminal Stopping Devices (Item 3.5)
<input type="checkbox"/>			(h) Final Terminal Stopping Devices (Item 3.6)
<input type="checkbox"/>			(i) Broken Rope, Chain, or Tape Switch (Item 3.26)
<input type="checkbox"/>			(j) Car Leveling Devices (Item 3.7)
<input type="checkbox"/>			(k) Crosshead Data Plate (Item 3.27)
<input type="checkbox"/>			(l) Top Emergency Exit (Item 3.8)
<input type="checkbox"/>			(m) Counterweight and Counterweight Buffer (Item 3.28)
<input type="checkbox"/>			(n) Counterweight Safeties (Item 3.29)
<input type="checkbox"/>			(o) Floor, and Emergency Identification Numbering (Item 3.9)
<input type="checkbox"/>			(p) Hoistway Construction (Item 3.10)
<input type="checkbox"/>			(q) Hoistway Smoke Control (Item 3.11)

<input type="checkbox"/>			(r) Pipes, Wiring, and Ducts (Item 3.12)
<input type="checkbox"/>			(s) Windows, Projections, Recesses, and Setbacks (Item 3.13)
<input type="checkbox"/>			(t) Hoistway Clearances (Item 3.14)
<input type="checkbox"/>			(u) Multiple Hoistways (Item 3.15)
<input type="checkbox"/>			(v) Traveling Cables and Junction Boxes (Item 3.16)
<input type="checkbox"/>			(w) Door and Gate Equipment (Item 3.17)
<input type="checkbox"/>			(x) Car Frame and Stiles (Item 3.18)
<input type="checkbox"/>			(y) Guide Rails Fastening and Equipment (Item 3.19)
<input type="checkbox"/>			(z) Governor Rope (Item 3.20). Governor ropes should be inspected and replaced as outlined for traction elevator suspension and compensating ropes.
<input type="checkbox"/>			(aa) Governor Releasing Carrier (Item 3.21)
<input type="checkbox"/>			(bb) Wire Rope Fastening and Hitch Plate (Item 3.22)
<input type="checkbox"/>			(cc) Suspension & Compensating Rope (Item 3.23) (1) Wire suspension and compensating ropes shall be replaced (a) if the broken wires are equally distributed per rope lay in the worst section of the rope exceeds the value shown in column A of table 8.11.2.1.3 (b) if the distribution of broken wires is unequal and broken wires predominate in one or two stands, when the number of broken wires per rope lay in the worst section of the rope exceeds the values shown in column B of Table 8.11.2.3(cc)(1); or (c) if four or five wires, side by side, are broken across the crown of any strand, when the number of broken wires per rope lay in the worst section of rope exceeds values shown in column C of Table 8.11.2.1.3 (cc)(1); or (d) if in the judgment of the inspector, any unfavorable condition, such as fretting corrosion (red dust or rouge), excessive wear of individual wires in the strands, unequal tension, poor sheave grooves, etc., exists, the criteria for broken wires will be reduced by 50% of the values indicated in Table 8.11.2.1.3(cc)(1) for any of the three conditions described above; or (e) if there is more than one valley break per rope lay.



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Site Name: _____ Maintenance Company: _____

			(2) On winding drum machines, the ropes shall be replaced (a) if the broken wires are equally distributed among the strands, when the number of broken wires per rope lay in the worst section of rope exceeds 12 to 18; or (b) if wire breaks predominate in one or two strands, when the number of broken wires per rope lay in the worst section of rope exceeds 6 to 12; or (c) if there is more than one valley break per rope lay. (3) On any type of elevator, the suspension compensation and governor ropes shall be replaced when their actual diameter is reduced below the value shown in Table 8.11.2.1.3(cc)(3).
<input type="checkbox"/>			(dd) Compensation Ropes and Chains (Item 3.34).
<input type="checkbox"/>			(ee) Machinery Space/Control Space (8.11.2.1.2)
<input type="checkbox"/>			(ff) Working Areas on the Car Top (2.7.5.1) (1) means to prevent unexpected movement (2.7.5.1.1) (2) Unexpected Car Movement Device (2.26.2.34) (3) operating instructions for Unexpected Car Movement Device (8.6.10.6) (4) operating instructions for egress and reentry procedure (8.6.10.7)
<input type="checkbox"/>			(gg) Equipment Exposure to Weather (2.7.6.6)
<input type="checkbox"/>			(hh) Machinery Supports and Fastenings (2.9.1 and 2.9.3)
<input type="checkbox"/>			(ii) Guarding of Exposed Auxiliary Equipment (2.10.1)
	Rope Type	A*	B*
	6 x 19	24-30	8-12
	8 x 19	32-40	10-16
			C
			12-20
			16-24
*The upper limits may be used when inspections are made monthly by a competent person. NOTE [Table 8.11.2.1.3]: 6 x 19 class rope has 6 strands with 16 to 26 wires per strand. 8 x 19 class rope has 8 strands with 16 to 26 wires per strand.			
8.11.2.1.4 Outside Hoistway Inspections			
<input type="checkbox"/>			(a) Car Platform Guard (Item 4.1)
<input type="checkbox"/>			(b) Hoistway Doors (Item 4.2)

			(c) Vision Panels (Item 4.3) <input type="checkbox"/>
<input type="checkbox"/>			(d) Hoistway Door Locking Devices (Item 4.4)
<input type="checkbox"/>			(e) Access to Hoistway (Item 4.5)
<input type="checkbox"/>			(f) Power Closing of Hoistway Doors (Item 4.6)
<input type="checkbox"/>			(g) Sequence Operation (Item 4.7) <input type="checkbox"/>
<input type="checkbox"/>			(h) Hoistway Enclosure (Item 4.8) <input type="checkbox"/>
<input type="checkbox"/>			(i) Elevator Parking Devices (Item 4.9)
<input type="checkbox"/>			(j) Emergency Doors Blind Hoistways (Item 4.10)
<input type="checkbox"/>			(k) Separate Counterweight Hoistway (Item 4.11)
<input type="checkbox"/>			(l) Standby Power Section Switch (Item 4.12) <input type="checkbox"/>
<input type="checkbox"/>			(m) Means necessary for tests (Item 2.7.6.4) <input type="checkbox"/>
<input type="checkbox"/>			(n) Inspection and Test Panel (2.7.6.5), Inspection Operation (2.26.1.4.1), and Inspection Operation With Open Door Circuits (2.26.1.5) <input type="checkbox"/>
<input type="checkbox"/>			(o) Equipment Exposure to Weather (2.7.6.6) <input type="checkbox"/>
8.11.2.1.5 Pit Inspection			
<input type="checkbox"/>			(a) Pit Access, Lighting, and Stop Switch and Condition (Item 5.1)
<input type="checkbox"/>			(b) Bottom Clearance and Runby (Item 5.2)
<input type="checkbox"/>			(c) Car and Counterweight Buffer (Item 5.9)
<input type="checkbox"/>			(d) Final Terminal Stopping Devices (Item 5.3)
<input type="checkbox"/>			(e) Normal Terminal Stopping Devices (Item 5.4)
<input type="checkbox"/>			(f) Traveling Cables (Item 5.5)
<input type="checkbox"/>			(g) Governor-Rope Tension Devices (Item 5.6)
<input type="checkbox"/>			(h) Compensating Chains, Ropes, and Sheaves (Item 5.10)
<input type="checkbox"/>			(i) Car Frame and Platform (Item 5.7)
<input type="checkbox"/>			(j) Car Safeties and Guiding Members (Item 5.8)
<input type="checkbox"/>			(k) Machinery Space/Control Space (8.11.2.1.2)
<input type="checkbox"/>			(l) Working Areas in the Pit (2.7.5.2) (1) means to prevent unexpected movement [2.7.5.2.1(a) or (b)] (2) Unexpected Car Movement Device (2.26.2.34) (3) operating instructions for Unexpected Car Movement Device (8.6.10.6)



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			(4) operating instructions for egress and reentry procedure (8.6.10.7)
<input type="checkbox"/>			(m) Equipment Exposure to Weather (2.7.6.6)
<input type="checkbox"/>			(n) Machinery Supports and Fastenings (2.9.1 and 2.9.3)
<input type="checkbox"/>			(o) Guarding of Exposed Auxiliary Equipment (2.10.1)
<input type="checkbox"/>			(p) Pit Inspection Operation (2.26.1.4.4)
8.11.2.1.6 Firefighters' Emergency			
8.11.2.1.7 Working Platforms			
<input type="checkbox"/>			(a) Working Platforms (2.7.5.3 and 2.7.5.4)
<input type="checkbox"/>			(1) operating instructions (8.6.10.8)
<input type="checkbox"/>			(b) Retractable Stops (2.7.5.5)
<input type="checkbox"/>			(1) retractable stop electrical device (2.26.2.37)
<input type="checkbox"/>			(c) Inspection Operation (2.26.1.4.4)
Rule 8.11.2.2 Category One Year Test Requirements			
N/A	Date Due	Date Performed	Test Description
<input type="checkbox"/>			8.11.2.2.1 Oil Buffers
<input type="checkbox"/>			8.11.2.2.3 Governors
<input type="checkbox"/>			8.11.2.3.1 Car and Counterweight Safeties
<input type="checkbox"/>			8.11.2.2.4 Slack-Rope Devices on Winding Drum Machines
<input type="checkbox"/>			8.11.2.2.5 Normal and Final Terminal Stopping Devices
<input type="checkbox"/>			8.11.2.2.6 Firefighters' Service (Include smoke detectors annually) <input type="checkbox"/>
<input type="checkbox"/>			8.11.2.2.7 Standby Power Operation <input type="checkbox"/>
<input type="checkbox"/>			8.11.2.2.8 Power Operation of Door System
<input type="checkbox"/>			8.11.2.2.9 Broken Rope, Tape, or Chain Switch
<input type="checkbox"/>			8.11.2.2.10 Seismic Devices (Oregon Amendment)
<input type="checkbox"/>			8.11.2.2.11 Rope Brakes (Oregon Amendment)
<input type="checkbox"/>			Ascending car over speed protection and unintended car motion device
<input type="checkbox"/>			(a) Examinations – All working parts of ascending car over speed protection and unintended car motion devices shall be examined to determine that they are in satisfactory operating condition and that they conform the applicable requirements of 2.19.1.2a
<input type="checkbox"/>			(b) Tests. These devices shall be subjected to test with no load in the car at the slowest operating speed in the up direction

Rule 8.11.2.3 Category Five Test Requirements				
<input type="checkbox"/>			8.11.2.3.1 Car and Counterweight Safeties	
<input type="checkbox"/>			8.11.2.3.3 Oil Buffers	
<input type="checkbox"/>			8.11.2.3.4 Braking System	
<input type="checkbox"/>			8.11.2.3.5 Emergency & Standby Power Operation. Full Load	
<input type="checkbox"/>			8.11.2.3.6 Emergency Terminal Stopping and Speed Limiting Devices	
<input type="checkbox"/>			8.11.2.3.7 Power Opening of Doors	
<input type="checkbox"/>			8.11.2.3.8 Leveling Zone and Leveling Speed	
<input type="checkbox"/>			8.11.2.3.9 Inner Landing Zone	
<input type="checkbox"/>			8.11.2.3.10 Emergency Stopping Distance	
<input type="checkbox"/>			8.11.2.3.1 Car and Counterweight Safeties	
Quarterly Fire Service Test (8.6.10.1)				
	Jan-Mar	Apr-Jun	Jul-Sep	Oct - Dec
<input type="checkbox"/>				

Shaded items are "Routine Inspections" that may be performed by the owner. Some measuring devices will be required. Enter measurements and other readings in the date column when applicable.

Create as many copies of this page as you need.

Test Documentation: Describe any abnormalities discovered during testing and the corrections taken.

**EXHIBIT H
CITY OF PORTLAND**

**ELEVATOR PREVENTIVE MAINTENANCE
TECHNICAL SPECIFICATIONS**

Location of Elevator Equipment:

1900 Building, City Hall, Interstate Building/Water Bureau, Kenton Fire, Kerby Garage, WPCL, CBWWTP, Union Station, Portland Streetcar, Police & Central Precinct, Kelly Bldg, North Precinct, St. Johns Precinct, E Precinct, Communication Center, 1st & Jefferson Garage, 4th & Yamhill Garage, Front and Davis Garage, 3rd & Alder Garage and 10th, Yamhill Garage, Swan Island CSO Pump Station, and Gibbs Street Pedestrian Bridge

Elevators included:

Twenty-six (26) Traction Elevators
Fifteen (15) Hydraulic Elevators
One (1) Roped Hydraulic
One (1) Sidewalk Elevator

A. CONDITIONS OF WORK: The performance of work shall be in accordance with the following terms, conditions and requirements:

1. Contractor shall maintain all elevator equipment in a safe condition within proper operating limits, as originally specified, with minimum elevator callbacks and shutdowns.
2. The work shall be performed in a proper workmanlike manner to the entire satisfaction of City of Portland.
3. In performance of the Contract, Contractor agrees to carry out all work in strict compliance with all laws, building codes, rules and regulations set forth with regard to the equipment by Municipal, State and Federal authorities having jurisdiction in effect on the date of the Contract.
4. Contractor shall protect all building equipment, surfaces, etc. from damage and shall perform repairs/replacement of any damaged items to as new condition thereto at their own expense to the entire satisfaction of City of Portland.
5. Contractor shall clean up all work areas and shall remove from the premises all debris resulting from their operations. Adequate precautions shall be taken by Elevator Contractor to prevent any injury to building users while Elevator Contractor's work is in progress.
6. Contractor's field personnel shall wear uniforms identifying them as employees of Elevator Contractor for ease of identification by City of Portland. Contractor shall enforce strict discipline and order among their employees while on City of Portland premises, and shall be subject to the rules and regulations established by City of Portland. Personnel deemed unacceptable by City of Portland, for any reason, will not be allowed to perform work under the Contract with City of Portland.
7. Contractor shall provide City of Portland with the names of service personnel that will be assigned to the project. List shall be upgraded to current if service personnel change routes or assignments.

8. A representative shall be designated from the Contractor who shall be the main contact person relating to all information, requests or any other items relating to the Contract.
9. Quality Control: The Contractor shall assign a maintenance supervisor to perform an annual survey of every unit to verify that the units conform to the requirements for maintenance quality and safety as detailed herein. The maintenance and service supervisors shall have both the technical credentials and experience necessary to be fully capable of adjusting both the signal and speed control systems. In addition, the Contractor shall maintain call-back and repair data, and a record of routine maintenance and examinations on each unit which will be kept in the maintenance log book. A listing of call backs for each elevator shall be provided to the City of Portland on a monthly basis.
10. City of Portland keys for elevator machine rooms shall be checked out from the City of Portland. A signature log of key use shall be maintained. Contractor's serviceperson assigned to City of Portland shall be issued keys for the elevator machine rooms. Duplication of any City of Portland key is forbidden. Any and all costs occurring due to the loss of keys by Contractor, including the changing of locks, shall be paid at the sole cost and expense of Contractor. Contractor shall furnish and install a "Lock Box" at each elevator machine room with the required keys inside the box. The City of Portland shall be provided a key for the "Lock Box" from the Contractor.
11. All labor furnished by Contractor shall be trained journeyman level mechanics and helpers, thoroughly skilled in elevator preventive maintenance and directly employed and supervised by Contractor. They will use all reasonable care to maintain the elevator equipment in a proper and safe operating condition at all times and to extend the life of the equipment. The Contractor shall assign to this project a mechanic fully capable of adjusting both the signal and speed control systems. This mechanic must have had at least fifteen (15) years of field elevator experience on both new construction and maintenance.
12. The Contractor shall provide competent mechanics to respond to unscheduled services. A call for repair of a non-functioning elevator shall result in a functional elevator. If the responding mechanic is not technically capable of effecting repairs, the Contractor shall provide whatever the additional manpower that may be required to fix the non-functional elevator during that call time period. Payment for the over time portion of Unscheduled Services will not be made by Owner unless the mechanic that responds to the call can technically effect repairs on the elevator and departs the premises with the elevator functional. This non payment of the overtime portion of "Unscheduled Services" will not apply where the "scope of work" required to effect repairs exceeds a reasonable time period. Reasonable time period is defined as the elevator industry average time period for repairing any part on the elevator of any type.
13. If an elevator is shut down for more than twenty-four (24) continuous hours from the date and time of notification from City of Portland or from building personnel, except for pre-scheduled or major equipment repairs, the per elevator per day billing shall be suspended until the elevator is restored to service.
14. When an elevator is modernized or upgraded The City has the option to suspend or omit the unit from the Contract from the date of Contract award for the modernization or upgrade. At the completion of the modernization or upgrade it may be added back into the Contract at the City's discretion.

15. The Contractor shall communicate the status of repairs to Owner at the beginning and close of Normal Working Hours.
16. Contractor shall park their service vehicles only in designated parking locations and shall display service vehicle parking permits.
17. Contractor shall not perform any alterations or additions to the elevator equipment without City of Portland's prior written approval. Contractor shall, in writing, provide City of Portland with a scope of work description if alterations or additions are necessary or recommended for safety for the continued operation of the elevator equipment.
18. During the course of each visit, all accumulated refuse in the pit areas and machine rooms will be removed from the site. Pit area shall be maintained in accordance with State of Oregon standards.
19. Contractor shall mark and identify all lubricating oils and cleaning solvents that are stored on-site. All storage cans shall be Code approved. All unmarked cans shall be removed from City of Portland premises. Elevator machine rooms shall not be used for storage of materials or items that do not pertain to the elevator maintenance of City of Portland elevators.
20. Check the operating system for each elevator continuously and perform necessary tests and corrections to ensure all circuits are operating and time settings are properly adjusted.
21. Yearly, check the group dispatching systems on all group and duplex dispatchers and make necessary tests to insure that all circuits and time settings are properly adjusted, and all systems are performing as designed and installed. Provide written report to City of Portland.
22. Contractor shall conduct twice yearly evaluations of equipment performance, including car speed, door operations, riding quality, and car leveling. Following such evaluations, Contractor shall perform adjustment, repairs and replacements required to maintain manufacturer's operating performance. A copy of evaluation will be delivered to City of Portland and reviewed with City of Portland. A copy of the State of Oregon log (Exhibit F) shall be maintained on-site.
23. Contractor shall immediately shut down and remove any elevator equipment from service when it appears to Contractor to be unsafe or operating in a manner which might cause injury to anyone using said elevator equipment. Contractor shall provide City of Portland written notice of such action immediately, in writing, stating the reason the elevator was placed out of service and corrective measures required to place the elevator in service.
24. Contractor shall review Preventive Maintenance duties and Callbacks trends with Elevator Consultant on a semi-annual basis.

B. REQUIRED SERVICES AND MATERIALS:

1. Contractor shall provide FULL PREVENTIVE MAINTENANCE service for all elevator systems identified on Exhibit A. This includes all labor and material to perform routine Preventative Maintenance as well as any required callbacks, adjustments, lubrication, repairs, parts replacements, testing and cleaning as required to maintain all elevator equipment in first class condition and safe operating order, at all times.
2. Maintain proper amount of hydraulic oil in all hydraulic elevator systems. Provide a hydraulic oil log in elevator machine room. Log entries shall include amount of hydraulic oil added, date, and serviceman. City of Portland shall be advised, in writing, of any hydraulic oil added to any hydraulic elevator system within twenty-four (24) hours of Contractor adding hydraulic oil. Report shall include, at a minimum, the following information: Contractor, date, elevator number, amount of hydraulic oil added, reason for adding hydraulic oil and service person performing work. If oil is not added during the service visit, the log shall be marked, "oil level checked, none added". Clean hydraulic oil every 5 years using a portable filtration system.
3. Maintain hoistway, pit, machinery, elevator machine room and any assigned Contractor work space in a clean, orderly condition, free of dirt, dust, oil and grease spills, trash and debris, at all times.
4. Replace burned out indicator lamps in cars and hall call stations during Preventive Maintenance visits. Check remote monitoring devices for proper operation and include all work to keep them operational including repairing and/or replacing the monitors and software when needed.
5. Contractor shall conduct the following tests and any other tests required by City, State, Federal and any other Governing or Code Agency that is in effect at the date of signing the contract:
 - a. Annual no-load safety tests and a full-load, full speed test of safety mechanisms, governors, car and counterweight buffers.
 - b. Testing of hydraulic elevator relief valve.
 - c. Written signed reports of all tests shall be submitted to City of Portland within five (5) days from completion and also as required to the State Elevator Division. Seven (7) days prior written notification shall be given so that a representative of City of Portland and/or Elevator Consultant may witness said test or tests.
 - d. Contractor shall perform all required Firefighters' Service tests and maintain all required documentation. A written report of the results of such testing shall be submitted to City of Portland on a quarterly basis.
 - e. All testing schedules shall be approved by City of Portland. Testing schedules shall be submitted to the City of Portland within ninety (90) days of this Contract start date. Noisy tests such as five year full load tests on traction cars shall be completed before 7:00 am or after 5:00 pm.
6. Maintain equal tension on all hoisting ropes and renew all wire ropes as often as necessary to maintain an adequate factor of safety as stated in ASME A17.1.
7. A metal parts cabinet and certified fire rated trash can shall be provided in each elevator machine room.

8. Contractor shall maintain State of Oregon log (Exhibit F) post a Preventive Maintenance Schedule and Work Log in each machine room. The log shall include all entries for routine maintenance and repairs. Entries shall include date work is completed, brief description of work completed and the Mechanic's name. City of Portland may review and copy the log and maintenance schedule at any time. Contractor's Preventive Maintenance Schedule and Work Log shall be submitted within ten (10) days, after notice of award.
9. Within sixty (60) days of the start of the Contract, Contractor shall review and take inventory of all the wiring diagrams for each elevator and make note of any drawings missing or needed. If none are listed, the City will assume all elevators have drawings. Contractor shall maintain the existing wiring diagrams and quantities per the initial inventory. Anytime a contractor makes changes to the wiring diagrams, or modifications to circuits resulting from control modifications, parts replacement or equipment upgrades they shall submit updated drawings to the City of Portland, identifying the changes and stating reason for change. Two marked up sets shall be provided. Ninety days prior to the expiration of the Contract, Contractor shall provide a final inventory of the drawings. City of Portland retains sole possession of these wiring diagrams. Wiring diagrams shall be kept in a neat and orderly fashion and be located in the machine room. If certain drawings are missing or needed, City of Portland will attempt to provide wiring diagrams, however if City of Portland cannot supply the wiring diagrams, Contractor shall provide wiring diagrams at their expense.
10. State of Oregon Elevator Inspection fees shall be paid by City of Portland. City of Portland shall notify Contractor, in writing, of items required to be completed and the responsibility of Contractor. Fees for reinspection due to failure to eliminate deficiencies included in the Contract and the responsibility of Contractor shall be paid by Contractor. Contractor shall correct all deficiencies within thirty (30) days written notice if items are included in the Contract, upon written notice from City of Portland. Contractor shall notify, in writing, of the date when all items have been corrected. If the items are not completed within thirty (30) days the City of Portland may elect to have the items completed by another contractor and back charge the Contractor. City of Portland shall notify State of Oregon Elevator Inspector, in writing, of items completed with copy of report to the Contractor.
11. Contractor shall be responsible for maintaining exterior of the machinery, and other parts of the equipment properly painted, identified, and presentable at all times. All items shall be painted on a yearly basis, if directed by the City of Portland.
12. Contractor shall be required to clean out pits of all moisture accumulation and oil clean up. Pits and related pit equipment are to be scrubbed clean with cleaning solvent to prevent odors arising from moisture in pits.
13. Frequency of Tasks: Contractor shall be required to meet the following minimum frequencies and tasks. Increased frequency if needed shall be provided in order to maintain the elevators in excellent condition:

A. GEARLESS/GEARED TRACTION

FREQUENCY 4 WKS:

1. CLEAN AND INSPECT MACHINE, CONTROLLER, SELECTOR, MOTOR, AND GOVERNOR. CHECK LEVELING, STOP SWITCH, COMMUNICATIONS AND DOOR PRESSURE.
2. CLEAN AND INSPECT CAR TOP, OPERATING SWITCHES, DOOR OPERATOR AND CONTROLS, CAR DOOR HANGERS, GIBS, PHOTO EYES AND SAFETY EDGE.
3. CLEAN AND INSPECT HOISTWAY DOOR HANGERS, INTERLOCKS, LINKAGE, PICK UP ASSEMBLY, DOOR GIBS, NON-VISION WING AND HOISTWAY SWITCHES.
4. CLEAN AND INSPECT GOVERNOR TENSION SHEAVE, CAR AND COUNTERWEIGHT BUFFERS, COMPENSATING SHEAVE ASSEMBLY. CLEAN PTT AND CHECK SAFETY PLANK AND TRAVEL CABLE LOOPS.

FREQUENCY 8 WKS:

5. CLEAN MACHINE ROOM, CHECK COMMUTATORS AND BRUSHES, CLEAN AND ADJUST CONTROLLER AND SELECTOR CONTACTS AND RELAYS.
6. CHECK CAR AND HALL FIXTURE LAMPS, LEVELING AND FLOOR STOPS, ALARM BELL AND EMERGENCY STOP, INSPECT TRAVEL CABLE AND RETIRING CAM.

FREQUENCY 12 WKS:

7. INSPECT ROPE SHACKLES, CAR AND COUNTERWEIGHT GUIDES, TM AND SLOW DOWN SWITCHES, ADJUST AND LUBRICATE AS REQUIRED, CHECK EMERGENCY LIGHT.
8. CHECK BRAKE OPERATION, SELECTOR DRIVE, MOTOR GENERATOR START AND RUN SWITCHES, BLOW OUT MOTOR AND MOTOR GENERATOR, CLEAN CONTROLS.
9. CLEAN CAR AND HALL STATION CONTACTS, CHECK DOOR CLOSING FORCE, CHECK AND LUBRICATE SAFETY EDGE LINKAGE PINS AND ADJUST, CHECK CAR AND HOISTWAY HANGER ROLLERS AND ADJUST UP THRUSTS.
10. CHECK MACHINE BEARINGS, LUBRICATE GOVERNOR LINKAGE, CHECK TRANSFORMERS, RECTIFIERS AND TIMERS.

FREQUENCY 26 WKS:

11. CHECK CONTROL AND MAIN LINE FUSES, VOLTAGE READINGS, MOTOR AND MOTOR GENERATOR WIRE CONNECTIONS, OVERLOADS, ARMATURE CLEARANCE AND BRAKE CORES.
12. CHECK CAR, SAFETY MECHANISM, GOVERNOR ROPE HITCH, HOISTWAY SWITCH ROLLERS, DOOR CLOSING DEVICES, INSPECT AND EQUALIZE HOIST ROPES.

FREQUENCY 52 WKS:

13. DROP BRAKE SHOES, CLEAN, LUBRICATE AND ADJUST.
14. CHECK CAR FRAME, GUIDE RAIL AND BRACKET FASTENINGS, CLEAN GUIDE RAILS AND BRACKETS, OVERHEAD SHEAVES DOOR HANGERS, SILLS AND PITS.
15. ANNUAL LUBRICATION OF MACHINE BEARINGS, DEFLECTOR, COMPOUND AND COMPENSATING SHEAVES AND GOVERNOR TENSION SHEAVE BEARINGS.
16. ANNUAL CAR SAFETY TEST. CHECK BUFFER OIL LEVEL.
17. BLOW OUT MOTOR.
18. ADJUST MOTOR CONTROL AND CHECK LOGIC OPERATION.
19. SEISMIC SWITCHES AND DEVICES

FREQUENCY 260 WKS:

20. FIVE (5) YEAR FULL LOAD SAFETY TESTS

B. HYDRAULIC

FREQUENCY 4 WKS.

1. CLEAN AND INSPECT POWER UNIT, CONTROLLER, SELECTOR, VALVE, AND PUMP MOTOR. CHECK LEVELING, STOP SWITCH, COMMUNICATIONS AND DOOR PRESSURE.
2. CLEAN AND INSPECT CAR TOP, OPERATING SWITCHES, DOOR OPERATOR AND CONTROLS, CAR DOOR HANGERS, GIBS, PHOTO EYES AND SAFETY EDGE. CHECK DOOR RESTRICTOR FOR PROPER OPERATION.
3. CLEAN AND INSPECT HOISTWAY DOOR HANGERS, INTERLOCKS, LINKAGE, PICK UP ASSEMBLY, DOOR GIBS, NON-VISION WING AND HOISTWAY SWITCHES.
4. CLEAN PIT AND CHECK TRAVEL CABLE LOOPS.
5. CHECK OIL LEVEL AND JACK PACKING FOR PROPER SEAL. RECORD OIL LEVEL EACH MONTH IN A SPECIAL MACHINE ROOM LOG. RECORD AMOUNT OF ANY NEW OIL ADDED. IF NO OIL IS ADDED INITIAL THAT THE OIL LEVEL WAS CHECKED and no oil was added.

FREQUENCY 8 WKS.

6. CLEAN POWER UNIT, CHECK VALVE, CLEAN AND ADJUST CONTROLLER AND SELECTOR CONTACTS AND RELAYS.
7. CHECK CAR AND HALL FIXTURE LAMPS, LEVELING AND FLOOR STOPS, ALARM BELL AND EMERGENCY STOP, AND INSPECT TRAVEL CABLE.

FREQUENCY 26 WKS.

8. CHECK CONTROL AND MAIN LINE FUSES, VOLTAGE READINGS, PUMP MOTOR AND VALVE WIRE CONNECTIONS.

FREQUENCY 52 WKS.

9. CHECK CAR FRAME, GUIDE RAIL AND BRACKET FASTENINGS, CLEAN GUIDE RAILS AND BRACKETS, OVERHEAD SHEAVES DOOR HANGERS, SILLS AND PITS. PROVIDE ANNUAL STATIC AND PRESSURE RELIEF TEST.

10. RUPTURE VALVE AND DEVICES

FREQUENCY 260 WKS.

11. FIVE (5) YEAR SAFETY & BUFFER TEST

AT LEAST (1) ONE SET OF JACK PACKING SHALL BE STOCKED AT EACH LOCATION, AT ALL TIMES TO MINIMIZE DOWN TIME. IF THE JACK PACKING FOR ELEVATORS IN A LOCATION ARE NOT ALL THE SAME, AT LEAST (1) SET OF EACH TYPE SHALL BE STOCKED IN THAT LOCATION AND CLEARLY LABELED WITH ITS PART NUMBER AND DESCRIPTION/PART NAME.

ALL STOCKED JACK PACKING SHALL BE IN GOOD CONDITION AND INSPECTED EVERY (12) TWELVE MONTHS. REPLACE AS NECESSARY.

C. ROPED HYDRAULIC

AT LEAST (1) ONE SET OF GUIDE SHOE INSERTS SHALL BE STOCKED IN THE MACHINE ROOM AT ALL TIMES.

AT LEAST (1) ONE SET OF JACK PACKING SHALL BE STOCKED IN THE MACHINE ROOM AT ALL TIMES.

A COMBINATION OF SECTION 13A AND 13B OF "REQUIRED SERVICES AND MATERIALS" SHALL BE PERFORMED, AS IT APPLIES.

THE FOLLOWING SHALL ALSO BE PERFORMED:

FREQUENCY 4 WKS:

1. CLEAN AND INSPECT ALL ELEVATOR CAB GUIDE SHOES AND INSERTS. INSERTS SHALL BE REPLACED WHEN THERE IS ONLY 33% OF MATERIAL REMAINING. GUIDE SHOES SHALL BE REPLACED AS NEEDED. LUBRICATE AS NECESSARY PER MANUFACTURER SPECIFICATIONS.
2. CLEAN AND INSPECT ALL GUIDE RAILS. LUBRICATE AS NECESSARY PER MANUFACTURER SPECIFICATIONS.
3. CLEAN AND INSPECT ALL DOOR TRACKS.

C. EXCLUSIONS:

1. Repairs required because of negligence, accident or misuse of the equipment by anyone other than Contractor, their employees,

subcontractors, agents or other causes beyond Contractor's control except ordinary use.

2. Repairs and parts replacement pertaining to the car enclosure including removable panels, door panels, car gates, suspended ceilings, light fixtures, tubes and bulbs for general lighting, handrails, car finish, flooring coverings, hoistway enclosures, hoistway entrance frames and sills.
3. Mainline power disconnect switches and breakers, fuses and feeders to the switches. Underground electrical conduit and wiring that is not visible. All above ground electrical conduit and wiring are included in the Contract.
4. Underground hydraulic cylinders and underground piping are excluded. All above ground jacks, pistons, packing and related equipment are included.
5. Contractor shall not be required under this agreement to install new attachments or devices that are considered upgrades as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of the Contract, unless compensated for such installation.
6. City of Portland agrees to maintain the elevator pits and machine room free from rain water and from unauthorized use.

D. MATERIALS:

1. In performing the above indicated work, Contractor agrees to provide only genuine parts recommended by the manufacturers of the equipment for replacement or repair, and to use only those lubricants obtained from and/or recommended by the manufacturer of the equipment. In particular, manufacturer-approved **low-VOC** lubricants, chemicals, and cleaning solvents shall be used whenever available. If Contractor wishes to provide parts or lubricants other than recommended by the Elevator Manufacturer, Contractor shall, in writing, state the type proposed and the lubrication specifications to City of Portland and Elevator Consultant for review. Equivalent parts or lubricants may be used if approved in writing by City of Portland.
2. Contractor shall maintain an inventory level of spare elevator parts, in the machine room, which will permit prompt repair or replacement of components that fail or become worn. No elevator shall be left shut down more than four (4) hours because of spare parts not on site and at a different location.
3. Material Safety Data Sheets for products Contractor intends to employ under the Contract will be provided to City of Portland prior to commencement of the Contract. It will remain the responsibility of Contractor to inform and train the Elevator Contractor's employees on the use of Material Safety Data Sheets.
4. Contractor shall be fully responsible for removal and disposal of all debris, oils, greases, solvents and soiled cleaning cloths/rags that are used in their duties. All items will be disposed in accordance with all present or future City, State, Federal Laws and Regulations, which may be applicable. As applicable, the Contractor is expected to recycle debris and related materials to the maximum extent possible.

E. REQUESTS FOR SERVICE:

1. In the event of an elevator failure or to operate properly, City of Portland will notify Contractor by telephone and request immediate repair. For this purpose, Contractor shall maintain, at all times, office facilities, a twenty-four (24) hour telephone service and personnel to promptly dispatch competent mechanics to repair any reported elevator.
 2. Contractor shall provide a list of phone numbers local to the Portland Metro area as alternative contact phone numbers to dispatch competent mechanics to repair any reported elevator in the event the local office facility and twenty-four (24) hour telephone service are unavailable. Redundancy is required in order to ensure that the City of Portland will be able to contact the elevator contractor and/or its representatives.
 3. Removal of elevators for Preventive Maintenance shall be approved by City of Portland. Contractor shall provide City of Portland with a written schedule of when each elevator will be taken out of service for Preventive Maintenance.
 4. Contractor shall be onsite in Thirty (30) minutes or less from the time the call is placed to Contractor by the City, during weekdays, Monday through Friday, 7:30 a.m. to 5:00 p.m. for all elevators under the category of "Police or High Security" and "Garages/Other" as listed on Exhibit "A". Response time at all other locations, unless a person is trapped in the elevator, shall be 60 minutes. If a person is trapped all reasonable measures shall be taken to arrive on job-site within fifteen (15) minutes M-F 7:30 am to 5:00 pm. Reasonable measures include dispatching another elevator mechanic in order to arrive within the 15 minute time period. Entrapments after hours shall be responded to within forty five (45) minutes. Upon arrival at the failed elevator, the elevator mechanic will call City of Portland (503-823-5252) and verify time of arrival. Upon completion, the elevator mechanic will call City of Portland (503-823-5252) and verify completion.
 5. **Base Bid Call Back Coverage:** All call backs placed to the Contractor M-F, 7:30 am to 5:00 pm should be included in the base bid pricing for Annual Cost, Item A, on the bid form. This is for maintenance and equipment related failures. Call backs for vandalism and other items beyond the control of the Contractor shall be billed per hourly billing rates on bid form.
 6. **Alternate No. 1:** 24/7 Call Back Coverage: Alternate No. 1 is for the added annual cost to have call back coverage for all the elevators under the category "Police or High Security" and "Garages/Other" 24/7 365 days per week included at no cost. This is for maintenance and equipment related failures. Call backs for vandalism and other items beyond the control of the Contractor shall be billed per hourly billing rates on bid form.
 7. **Alternate No. 2:** 24/7 All Calls Call Back Coverage: Alternate No. 2 is the added annual cost to have call back coverage for all the elevators under the category "Police or High Security" and "Garages/Other" 24/7 365 days per year included at no cost. This is for maintenance and equipment related failures. Call backs for vandalism and other items beyond the control of the Contractor are **also included**.
- F. HOURS OF WORK:
1. All normal work under the Contract is to be performed during regular working days from 7:30 am a.m. to 5:00 p.m. All regular time callbacks shall be covered by Contractor including items as stated in Item F. 5. Contractor shall pay all parking expenses.

2. If overtime callback work is required, City of Portland authorized payment for hourly rates shall be as follows:

	MECHANIC	HELPER
STRAIGHT TIME:	\$ <u>N/A</u>	\$ <u>N/A</u>
TIME AND ONE-HALF:	\$ <u>170.00</u>	\$ <u>136.00</u>
STRAIGHT TIME x 1.7:	\$ <u>170.00</u>	\$ <u>136.00</u>
DOUBLE TIME:	\$ <u>170.00</u>	\$ <u>136.00</u>

City of Portland shall not pay more than one (1) hour of total travel time for a overtime callback. Contractor shall pay all parking fees and mileage.

3. All work to be performed, not included in the Contract will be authorized by City of Portland by written notification to Contractor prior to commencement of the work. The maximum hourly rates, and material markup from cost, will be as follows:

	<u>MECHANIC</u>	<u>HELPER</u>
STRAIGHT TIME:	\$ <u>195.00</u>	\$ <u>156.00</u>
TIME AND ONE-HALF:	\$ <u>240.00</u>	\$ <u>192.00</u>
STRAIGHT TIME x 1.7:	\$ <u>260.00</u>	\$ <u>208.00</u>
DOUBLE TIME:	\$ <u>295.00</u>	\$ <u>236.00</u>
MATERIAL MARK UP	<u>15</u> % above true cost to Elevator Contractor	

4. Straight Time, Time x 1.7 and Double Time pay will be as defined in the Standard Agreement between Contractor and the International Union of Elevator Constructors, Local #23.
5. Contractor shall pay for all costs, including travel time and mileage, of any overtime callback if the following conditions occur:
- More than one (1) elevator is shut down in any building/garage.
 - A person is trapped in any elevator.
 - If the elevator is running on arrival (ROA) when Contractor arrives on-site, and the elevator was verified by City of Portland that the elevator was either not in operation or in a state of not operating correctly.

G. WORK TICKETS:

1. After each service/trouble call and regularly schedule maintenance, a legible work ticket will be completed indicating the elevator serviced, work performed, parts replaced, total hours on the job and the serviceman performing the work. In the case of an elevator shutdown or repair, the

work ticket will describe the cause of the elevator failure and the action taken to correct the failure.

2. All work tickets shall be sent to City of Portland on a weekly basis accompanied by the completed summary form, a copy of which is attached as Exhibit B. Preventive Maintenance tickets shall be separated for work completed. All work tickets shall state the following:
 - a. **Elevator Contractor**
 - b. **Name of Mechanic and Helper**
 - c. **Time Call Received**
 - d. **Date and Time of Work**
 - e. **Day of Week**
 - f. **Time on site (ST-T 1/2-T 1/7th -DT)**
 - g. **Travel time (ST-T 1/2-T 1/7th -DT)**
 - h. **Number of Elevator**
 - i. **Description of Work Performed (PM, Repair, Callback, Testing, etc.)**

H. INSPECTION OF ELEVATOR EQUIPMENT:

1. All elevator equipment is being offered in "AS-IS" condition. Contractor is encouraged to survey all equipment at the job walk to become familiar with the condition of the equipment prior to submitting their proposal. Contractor will have 90 days to bring all the elevators in this Contract up to the performance and reliability standards set in this Contract.
2. City of Portland reserves the right to make surveys, inspections and tests at their expense when deemed necessary to ascertain if the requirements of the Contract are being fulfilled. Deficiencies noted of items that are included in the Contract shall be expeditiously corrected at Contractor's expense.
3. If Contractor fails to perform the work required by the terms of the Contract in a diligent and satisfactory manner, City of Portland may after ten (10) days written notice to Contractor, perform or cause to be performed all or part of the work required thereunder. Contractor shall reimburse City of Portland for any expense incurred therefore or City of Portland at its election may deduct the amount from any sum owed or to be owed Contractor.
4. When work is determined not to be Contractor's responsibility, a written report signed by Contractor shall be delivered within twenty-four (24) hours to City of Portland for further action.
5. If a safety or potential safety problem exists, Contractor shall immediately correct the problem. A written report shall be delivered to City of Portland and Elevator Consultant within twelve (12) hours stating the work performed.
6. In case of an elevator accident Contractor shall be notified immediately by City of Portland. The elevator will not be placed in operation until an investigation is performed by City of Portland's representative and State of

Oregon Elevator Inspector. Contractor shall provide a written report of their findings to the City of Portland before the elevator mechanic leaves the building/garage.

7. Any pending repairs that the City's Facilities office is aware of at time of Contract award will not be the responsibility of the Contractor.

I. PERFORMANCE REQUIREMENTS:

Contractor shall maintain the following minimum passenger elevator performance requirements:

1. Car Speed:
 - a. Rated elevator speed at +/-3% under all loading conditions for geared.
 - b. Rated elevator speed at +/-5% under all loading conditions for hydraulic elevators in up direction and +/- 10% in the down direction, with empty car.
2. Door Closing Time, Thrust and Kinetic Energy:
 - a. As permitted by ASME A17.1. and as listed in Exhibit "C".
3. Door Dwell Time:
 - a. As permitted by ADA.
4. Floor Leveling Accuracy:

A maximum of +/- 1/4 inch variance is permitted under all loading conditions for hydraulic elevators and 1/8" for all traction elevators .
5. Floor to Floor Performance Time and Door Open times:
 - a. Shall be per Exhibit "C" – Equipment and Performance Tables
6. In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

J. PREVENTIVE MAINTENANCE HOURS:

1. Contractor to provide the following minimum Mechanic Hours per Month performing Preventive Maintenance:
 - a. See Exhibit A "Elevator Preventative Maintenance Contract, Equipment List".
2. The above noted hours shall be the minimum actual hours performing Full Preventive Maintenance duties. The preventive maintenance specified is considered the minimum for all equipment. If equipment included in this Contract requires additional maintenance for safe and reliable operation, Contractor shall perform the required maintenance. These hours do not include travel time, callbacks, repairs, adjustments, State of Oregon Elevator Inspectors Reports or testing. Documentation of hours is

required for monthly payment due Contractor. The City of Portland may request deductions in the monthly payment if minimal hours are not met.

K. CANCELLATION:

1. Inspections and tests may be completed by City of Portland to ascertain that requirements of this contract are being fulfilled by Contractor. Deficiencies noted shall be promptly corrected at Elevator Contractor's total expense.
 - a. If Contractor violates any of the provisions of the Contract or fails to properly provide the services required by the Contract, City of Portland shall advise Contractor of specific deficiencies and shall allow **fourteen (14)** calendar days to correct these deficiencies to City of Portland's total satisfaction.
 - b. In the event Contractor fails to correct the deficiencies in the allotted time, City of Portland shall have the right to terminate this agreement on **fourteen (14)** calendar days written notice to Contractor.
2. City of Portland shall retain the option of immediately cancelling this Contract and retaining the services of an elevator contractor to provide services and to charge the Contractor for any services required of the retained elevator contractor if Contractor has allowed an elevator to operate in an unsafe condition that has been caused by the Contractor. Such an example would be the placing of electrical jumpers on or about any elevator electrical equipment. Elevator Consultant, City of Portland and State of Oregon Chief Elevator Inspector shall have the sole decision if any elevator has been placed in an unsafe condition by the Contractor. Contractor shall be notified, in writing, if Contract cancellation is being invoked.
3. If City of Portland fails to pay current monthly invoices within forty-five (45) days of receipt of said invoices, Contractor may on thirty (30) days written notice to City of Portland, terminate the Contract.

L. TERM and MONTHLY AMOUNT:

1. The term of the Contract shall be for three (3) years with an option to renew for two (2) additional one (1) year terms, subject to agreement of both parties. Contractor shall be allowed to increase prices as stated in the price adjustment schedule. The City reserves the right not to accept the increase and cancel the Contract.
2. City of Portland shall pay Contractor net 30, upon the receipt of invoice on or before the last day of each and every month for the services herein provided by Contractor on all equipment described.

Twenty-six (26) Traction Elevators
 Fifteen (15) Hydraulic Elevators
 One (1) Sidewalk Elevator
 One (1) Roped Hydraulic Elevator

N. PORTLAND POLICE BUREAU BACKGROUND CHECKS:

1. The Portland Police Bureau requires that all contractors doing work in police facilities pass a background check prior to the start of work.

2. The background check consists of the submittal of a Portland Police Bureau Application for Contractors & Construction Workers (Exhibit D), a signed Informed Consent Release (Exhibit E) and Hold Harmless Waiver, two original pieces of identification, and finger printing. Contractor shall immediately notify each sub-contractor of this requirement and provide a copy of the forms to be completed.
3. Only employees who have been approved by the police will be allowed on the site.
4. For this Contract, Portland Police Bureau background checks are required on all mechanics and personnel working on elevators at the following locations:
 - Justice Center
 - Kelly Bldg
 - North Precinct
 - St. Johns Precinct
 - East Precinct
 - Communication Center

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ATTACHMENT 4
PROPOSAL PRICING FORM

								Total	
						Required Mechanic	Maximum Helper Allowed	Required Preventative Maintenance	
Building Name	Street Address	City	Zip Code	Elevator Unit #	Elevator Type	Hours/Month	Hours/Month	Hours/Month	Annual Price "A"
1900 Building	1900 SW 4th Avenue	Portland	97201	1	traction	2.00	0.50	2.50	
1900 Building	1900 SW 4th Avenue	Portland	97201	2	traction	2.00	0.50	2.50	
1900 Building	1900 SW 4th Avenue	Portland	97201	3	traction	2.00	0.50	2.50	
City Hall	1221 SW 4th Avenue	Portland	97204	1	traction	2.00	0.50	2.50	
City Hall	1221 SW 4th Avenue	Portland	97204	2	traction	2.00	0.50	2.50	
City Hall	1221 SW 4th Avenue	Portland	97204	3	sidewalk	1.00	0.00	1.00	
Interstate Building/Water Bureau	2010 N Interstate Avenue	Portland	97227	1	traction	1.50	0.50	2.00	
Interstate Building/Water Bureau	2010 N Interstate Avenue	Portland	97227	2	traction	1.50	0.50	2.00	
Kenton Fire	8105 N Brandon Avenue	Portland	97217	1	hydraulic	0.50	0.00	0.50	
Kerby Garage	2929 N Kerby Avenue	Portland	97227	1	hydraulic	1.00	0.00	1.00	
Water Pollution Control Laboratory	6543 N Burlington Avenue	Portland	97203	1	hydraulic	1.00	0.00	1.00	
Columbia Blvd Waste Water Treatment Plant	5001 N Columbia Boulevard	Portland	97203	1	hydraulic	1.00	0.00	1.00	
Columbia Boulevard Waste Water Treatment Plant	5001 N Columbia Boulevard	Portland	97203	2	hydraulic	1.00	0.00	1.00	
Union Station	800 NW 6th Avenue	Portland	97209	1	traction	1.50	0.50	2.00	
Union Station	800 NW 6th Avenue	Portland	97209	2	hydraulic	1.00	0.00	1.00	
Portland Streetcar	1516 NW Northrup Street	Portland	97209	1	hydraulic	1.00	0.00	1.00	
PDOT Tram		Portland		1	traction	2.00	0.50	2.50	
Central Precinct *	1111 SW 2nd Avenue	Portland	97204	1	traction	2.00	0.50	2.50	
Central Precinct *	1111 SW 2nd Avenue	Portland	97204	2	traction	2.00	0.50	2.50	
Central Precinct *	1111 SW 2nd Avenue	Portland	97204	3	traction	2.00	0.50	2.50	
Central Precinct *	1111 SW 2nd Avenue	Portland	97204	4	traction	2.00	0.50	2.50	
Kelly Bldg *	4735 E Burnside Street	Portland	97215	1	hydraulic	1.00	0.00	1.00	
North Precinct *	449 NE Emerson Street	Portland	97211	1	hydraulic	1.00	0.00	1.00	
St. Johns Precinct *	7214 N Philadelphia Avenue	Portland	97203	1	hydraulic	1.00	0.00	1.00	
East Precinct	737 SE 106th Avenue	Portland	97216	1	hydraulic	1.00	0.00	1.00	
Communication Center *	9911 SE Bush Street	Portland	97266	1	hydraulic	1.00	0.00	1.00	
Smart Park Garage, SW 1st & Jefferso	123 SW Jefferson Street	Portland	97201	1	traction	2.00	0.50	2.50	
Smart Park Garage, SW 1st & Jefferso	123 SW Jefferson Street	Portland	97201	2	traction	2.00	0.50	2.50	
Smart Park Garage, SW 4th & Yamhill	818 SW 4th Avenue	Portland	97204	1	traction	2.00	0.50	2.50	
Smart Park Garage, SW 4th & Yamhill	818 SW 4th Avenue	Portland	97204	2	traction	2.00	0.50	2.50	

RFP # 116324
ATTACHMENT 4
PROPOSAL PRICING FORM

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APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules. ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

- Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.
- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- Pursuant to ORS 279C.515(1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be

required to work.

▪ Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.

▪ Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).

▪ Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

▪ Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008