

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 09-09

For the Purpose of Accepting ThyssenKrupp Elevator's Proposal for Elevator and Escalator Maintenance – Oregon Convention Center and Authorizing the Chief Executive Officer/General Manager to Enter Into a Three Year Agreement

WHEREAS, on May 7, 2009, MERC staff issued the formal Request for Proposal (RFP) #08-08, Elevator and Escalator Maintenance – Oregon Convention Center on behalf of the Oregon Convention Center; and

WHEREAS, staff received five responsive, responsible proposals before the RFP submittal deadline; and

WHEREAS, an evaluation committee comprised of operations staff from the Oregon Convention Center unanimously scored ThyssenKrupp Elevator highest; and

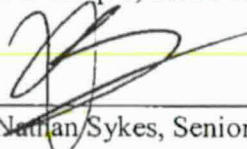
WHEREAS, no appeals or protests were received within the allotted appeal period; and

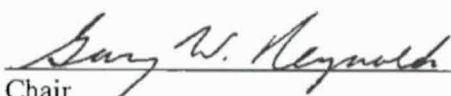
WHEREAS, based on elevator and escalator maintenance expenditures of the Oregon Convention Center in the last three years it is expected that MERC will spend approximately \$175,000 per year for this service,

BE IT THEREFORE RESOLVED AS FOLLOWS:

- The Metropolitan Exposition Recreation Commission hereby finds that it is in the public interest to accept the proposal that ThyssenKrupp Elevator submitted in response to RFP #08-08, Elevator and Escalator Maintenance – Oregon Convention Center,
- Approves the award of a three year contract with options for two one year extensions with ThyssenKrupp Elevator, and
- Delegates authority to the Chief Executive Officer/General Manager to execute the contract substantially in the form as attached hereto to provide elevator and escalator maintenance services for the Oregon Convention Center on its behalf.

Approved as to form:
Daniel B Cooper, Metro Attorney

By: 
Nathan Sykes, Senior Attorney


Chair


Secretary-Treasurer

MERC STAFF REPORT

Agenda Item/Issue: For the Purpose of Accepting ThyssenKrupp Elevator's proposal for Elevator and Escalator Maintenance for the Oregon Convention Center and Authorizing the Chief Executive Officer to Enter Into a Three Year Agreement

Resolution No.: 09-09

Date: June 24, 2009

Presented by: Julie Hoffman

Background: On May 7, 2009, MERC issued a formal Request for Proposals for Elevator and Escalator Maintenance for the Oregon Convention Center. Notice was sent to 12 local elevator and escalator maintenance companies and posted in the Portland Daily Journal of Commerce. Five responsive, responsible proposals were received and evaluated by operations team members from OCC. The evaluation criteria were: qualifications and competencies, capability, history, MWESB and FOTA participation and price, with the emphasis on price. The Evaluation Committee unanimously scored ThyssenKrupp the highest. Notice of Intent to Award the contract was sent out on June 9, 2009. No appeals were received.

Elevator and Escalator Maintenance expenditures for OCC for FY 06-07, 07-08 and 08-09 were approximately \$125,000, \$160,000 and \$170,000 respectively. Because of the uncertainty of services to be needed (i.e. requests for service beyond the monthly preventative maintenance) staff recommends that the contract amount be based on a not-to-exceed price of \$175,000 per year. ThyssenKrupp may request modification to the contract price at the contract anniversary. Requests must include the formula on which the increase is based and documentation of any actual changes in the cost of components and labor involved in the contract.

Fiscal Impact: It is estimated that the three year agreement will not exceed \$525,000. ThyssenKrupp Elevator may request modification to the contract price annually. Requests must include justification for increase. Appropriation for elevator and escalator maintenance is included in the budget annually and funded from operating revenues.

Other Considerations: None

Recommendation: Staff recommends that the Commission by Resolution 09-09 authorize awarding the contract to ThyssenKrupp Elevator and authorize the Chief Executive Officer to execute a contract.



Standard Public Contract

OCC Elevator/Escalator Maintenance

CONTRACT NO. _____

(1) PUBLIC CONTRACT

THIS Contract is entered into between Metropolitan Exposition-Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr., Blvd., Portland, Oregon 97232-2742, and ThyssenKrupp Elevator, whose address is 14626 NE Airport Way, Portland OR 97230-3448, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II
TERM OF CONTRACT

The term of this Contract shall be for the period commencing July 1, 2009 through and including June 30, 2012. This agreement may be renewed for two additional one year periods at the sole discretion of MERC. The renewals shall take the form of a written bilateral amendment.

ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR an amount not to exceed \$525,000 for work performed and/or goods supplied as described in the Scope of Work. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

ARTICLE IV
LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, Metro, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. This indemnity provision shall apply except for those claims which arise out of the sole negligence or willful misconduct of MERC. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

ARTICLE V
TERMINATION

In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **MERC, Metro and its appointed officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **MERC, Metro and its appointed officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to MERC thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide MERC with a certificate of insurance complying with this article and naming MERC as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public 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. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or

subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all contractors must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

ARTICLE IX OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

ARTICLE X SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XI RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

**ARTICLE XII
SAFETY**

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

**ARTICLE XIII
INTEGRATION OF CONTRACT DOCUMENTS**

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

**ARTICLE XIV
COMPLIANCE**

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances related to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

**ARTICLE XV
ASSIGNMENT**

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from MERC.

**ARTICLE XVI
VENUE**

The parties agree to the exclusive jurisdiction and venue for any claim arising under this Contract shall be in the state or federal courts located in Multnomah County, Oregon.

CONTRACTOR

**METROPOLITAN EXPOSITION-RECREATION
COMMISSION**

By: _____

By: _____
David Woolson, Chief Operating Officer

Title: _____

Date: _____

Date: _____

Attachment A, Scope of Work, Fees, and Payment Schedule

I. General Provisions

A. Vendor Qualifications:

- i. It is imperative that the elevator maintenance be performed by a contractor who has satisfactorily maintained a majority of the brands and models of elevators listed herein.
- ii. Contractor must be regularly established in the business called for and, in the judgment of MERC/OCC, maintain financial responsibility and be able to show evidence of reliability, ability and experience, as well as other requirements outlined in this Contract.
- iii. The Contractor and all employees must be licensed by the Oregon Department of Consumer and Business Services.
- iv. Contractor's employees must have previous maintenance experience with identical equipment.
- v. Any and all employees performing work under this agreement shall be satisfactory to the MERC/OCC Facility Manager.

B. Contractor shall provide all equipment, tools, materials and labor necessary to perform complete maintenance service on all elevators and escalators listed in Section XXII "Elevators and Escalators under Coverage."

C. Contractor shall repair and/or replace all elevator/escalator components within one (1) working day of notification of component failure.

D. Contractor shall stock a job material inventory and a spare parts inventory to insure prompt repair. The Contractor agrees to use brand name parts as specified for to fit the requirements of the elevator/escalator manufacturer. After-market parts/components will not be accepted unless prior approval is received from the Facility Manager. Failure to comply with this provision will constitute breach on the part of the Contractor.

E. The Contractor shall warranty materials and workmanship for a period of one year (12 months) from the effective completion date of installation.

F. The Contractor shall obtain all government required inspections and certifications and forward them to the Facility Manager for filing.

G. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks ANSI A17.1 and A17.2, including supplements (hereinafter referred to as ANSI A 17.1) to maintain the equipment in optimal working condition. MERC/OCC Facility Manager shall determine if optimal working condition has been met. Upon request Contractor shall provide latest edition of all applicable codes, rules and regulations.

H. If requested by the Facility Manager, the Contractor shall supply a standard steel cabinet for the orderly storage of replacement parts in the machine room and wiring diagrams for the term of this contract.

I. Documentation:

- i. Contractor shall make periodic tests and maintenance inspections of all elevator equipment as required by current applicable safety codes for elevators. Written reports of said tests shall be submitted to the Facility Manager and in the case of running safety tests, prior notification shall be given so that a representative of the facility may witness said test.
- ii. Facility agrees to furnish to the Contractor, to the extent available, for the Contractor's use for as long as this contract remains in effect, a complete set of electrical wiring diagrams for all the equipment covered by this contract, together with all additional helpful information such as instruction manuals, lubrication charts, etc., that are available to the facility from the manufacturers, at no cost. Contractor shall maintain a set of the

diagrams showing as-built conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment upgrade. MERC/OCC retains sole ownership of these wiring diagrams. The Contractor shall protect and maintain the above materials and shall, on discontinuance of this contract, return the documents to the Facility Manager in first-class condition. The wiring diagrams shall be kept by the Contractor in a neat and orderly fashion and be located in each machine room or in a location as agreed upon between the Contractor and Facility Manager.

- iii. Every month the Contractor shall provide and maintain a maintenance schedule and work log and shall send these documents to the Facility Manager. 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. Contractor and Facility Manager shall mutually agree upon a storage location on-site where these records shall be kept and accessed by both Contractor and Facility Manager at any time.
- iv. Material Safety Data Sheets (MSDS) for products the Contractor intends to employ under this contract shall be provided to the Facility Manager prior to commencement of work to document all health and physical hazards, chemical ingredients, exposure limits, personal protective equipment for handling and use, and emergency procedures in response to unanticipated spills or environmental release. It shall remain the responsibility of the Contractor to inform and train the Contractor's employees on the use of Material Safety Data Sheets.

II. Requests for Emergency and Non-Scheduled Repair

- A. In the event an elevator/escalator fails to operate properly, the Facility Manager or Building Engineer shall notify the Contractor by telephone and request immediate repair. For this purpose, Contractor shall maintain at all times office facilities with a twenty-four (24) hour telephone service, seven days per week and personnel to promptly dispatch competent mechanics to repair any reported elevator or escalator. Response time on an emergency call shall be provided with one (1) hour of MERC/OCC placing the call.
- B. A maximum sixty (60) minutes service availability time shall be provided unless a person is trapped in an elevator. If a person is trapped, Contractor shall arrive on the job-site within thirty (30) minutes of the call being placed.

III. Mechanic's Check-In Procedure and Work Tickets

- A. Contractor's mechanic shall check in at the OCC Security Office and with the Facility Manager or Facility Engineer upon arrival and leaving the jobsite. Copies of mechanic's work ticket shall be signed by the Facility Manager or Facility Engineer or left at the OCC Security Office if either one is unavailable.
- B. After each service/trouble call and/or regularly scheduled maintenance, a legible duplicate copy of the work ticket shall be completed indicating the elevator/escalator serviced, work performed, parts replaced, total hours on the job and the name of the Contractors' service personnel performing the work. In the case of an elevator/escalator shutdown or repair, the work ticket shall describe the cause of the elevator/escalator failure and the action taken to correct the failure.
- C. One invoice copy with original work ticket shall be sent to OCC as follows:
 - i. Monthly Preventative Maintenance and Service invoices shall have an original work ticket attached and be sent once a month. Payment shall be made within thirty (30) days of receipt of an approved invoice.

- ii. **Unscheduled service/trouble call work invoices shall be sent upon completion of the work and shall have an original work ticket attached. Payment shall be made within thirty (30) days of receipt of an approved invoice.**

IV. Records

- A. **General:** The Contractor shall keep and maintain all records required by law or described below, and shall make same available for inspection by the Owner upon seven (7) days notice.
- B. **Maintenance Logs:** The Contractor shall maintain a log (check-chart) of completed maintenance tasks and repairs in each machine room. The log shall be signed/initialed and dated by the mechanic when tasks are completed. The log shall include monthly firefighters service testing. The log shall be summarized monthly and provided to the Owner.
- C. **Callback Logs:** The Contractor shall maintain a log of all callbacks, including corrective measures, in each machine room. The log shall be summarized monthly and provided to the Owner.
- D. **Planned Repair Logs:** The Contractor shall provide to the Owner monthly a summary of identified upcoming repair projects and the schedule for next six months. The Owner will work with the Contractor to find available dates to complete the repairs.
- E. **Performance Logs:** The Contractor shall conduct performance evaluations of the Unit's performance and operation. These evaluations will be conducted on an annual basis, or more frequently when conditions warrant. The speed, floor-to-floor times, door times and all safety devices are to be tested in accordance with manufacturer's operating standards. The Contractor shall provide a report to the Owner.
- F. **Work Tickets:** The Contractor, in response to a callback or routine maintenance, must notify the Facility Manager or Building Engineer in charge of their arrival at the Building and verification of their start time of the work. After the work is completed, the Contractor must secure the signature of the Facility Manager or Facility Engineer on the Contractor's work ticket. In the event a Facility Manager or Facility Engineer is not available, the Contractor will leave the completed work ticket at the Security Office.

The Contractor shall include the following information on the work ticket:

- i. Building name and address.
 - ii. Unit number designation and State ID.
 - iii. Date and time call was received.
 - iv. Authorized representative placing the callback.
 - v. Callback response date and start time.
 - vi. Description of work performed at the job site, including any parts replaced, and an explanation of the specific problems and corrective measures taken.
 - vii. Mechanic/helper names, labor hours worked (straight and/or overtime), and number of hours worked to complete job (attach daily time sheets).
 - viii. Date and time callback was completed with equipment back in running order, with Facility Manager or Facility Engineer's signature.
- G. The Contractor shall submit copies of the work tickets at least once a week. The Contractor shall note on the Work Ticket and bring to the attention of the Building Engineer any conditions that may affect the safe operation of elevator.
 - H. **Semi-Annual Report:** Contractor shall submit a semi-annually summary of all routine maintenance and callbacks for each elevator and escalator that includes Unit number designation and State ID, date of service, and description of work completed.

- I. Annual Up Time Report: Contractor shall provide annual up-time report for all elevators and escalators by designation and State ID number
- V. Alterations and Additions – Contractor shall make no alterations or additions to the equipment without prior written approval from the Facility Manager.
- VI. The Contractor shall provide at no cost to MERC/OCC for all services and repairs for damage, accident or abuse that is caused by the Contractor, employees and agents of the Contractor or subcontractors working for the Contractor.
- VII. The Contractor shall protect all adjacent equipment, surfaces, etc., from damage and shall make good any damage thereto at his own expense.
- VIII. In performance of this contract, the Contractor agrees to carry out all work in strict compliance with all laws, codes, rules and regulations set forth with regard to the equipment by municipal, state or federal authorities having jurisdiction in effect during the term of this contract including all extensions.
- IX. The Facility Manager is to provide the Contractor with full and free access to the equipment to render service thereon. Facility Manager is also to provide Contractor with approved list of individuals authorized to request call-back/or related services not covered under this agreement.
- X. Contractor's service and repair personnel shall wear uniforms identifying them as employees of the Contractor for ease of identification by the Facility Manager. Contractor shall enforce strict discipline and order among their employees while on MERC/OCC premises and shall be subject to the rules and regulations established by MERC/OCC. Personnel deemed unacceptable by MERC/OCC, for any reason, shall not be allowed to perform work under this contract.
- XI. Keys will be provided to the Contractor for the elevator machine rooms and will be signed out daily at the OCC Security Office. The Security Office is staffed 24/7. Duplication of any of the keys is forbidden. Any and all costs occurring due to loss of keys by the Contractor or Contractor personnel, including the changing of locks, shall be born at the sole cost and expense of the Contractor. Contractor must return all keys to the OCC Security Office at the end of each work day or service call.
- XII. All labor furnished by Contractor shall be trained journeyman level mechanics and helpers, thoroughly skilled in elevator and/or escalator maintenance and directly employed and supervised by the Contractor. They shall use all reasonable care to maintain the equipment in a proper and safe operating condition and to extend the life of the equipment.
- XIII. Inspection of the Equipment:
 - A. MERC/OCC reserves the right to make surveys, inspections and tests at their expense when deemed necessary to ascertain that the requirements of the contract are being fulfilled. Deficiencies noted shall be expeditiously corrected at Contractor's expense.
 - B. If Contractor fails to perform the work required by the terms of the contract in a diligent and satisfactory manner, MERC/OCC may, after ten (10) days written notice to Contractor, perform or cause to be performed all or part of the work required hereunder. Contractor agrees that he shall reimburse MERC/OCC for any expense incurred therein or MERC/OCC may at its election deduct the amount from any sum owed to or to be owed to the Contractor.
 - C. When work is determined not to be Contractor's responsibility, a written report signed by Contractor shall be delivered within seventy-two (72) hours to MERC/OCC for further action.

D. If a safety or potential safety problem exists, Contractor shall immediately correct the problem at the expense of MERC/OCC. A written report shall be delivered to MERC/OCC within twenty-four (24) hours stating the work performed.

E. In the case of an elevator or escalator accident, MERC/OCC shall be notified immediately by the Contractor. The equipment shall not be placed in operation until after an investigation is performed by MERC/OCC and the State of Oregon Elevator Inspector.

XIV. Performance Requirements for Elevators and Escalators – Contractor shall maintain the minimum elevator/escalator performance requirements based on State Code for the State of Oregon.

XV. Cost Adjustments

A. The price of the contract may be adjusted annually to compensate for changes in the direct cost of labor employed and materials used in the performance of the services specified. The adjustments, if any, shall be based upon costs in effect at the end of each contract year, and shall become effective at the start of the new contract year.

B. These annual adjustments shall be computed in the following manner and included as part of the Contractor's proposal:

i. Eighty percent (80%) of the contract shall be adjusted by the percentage of change in the direct cost of Elevator Inspector Mechanics employed in the regular performance of this contract. The "direct costs" of labor is defined as the actual straight time hourly rate of pay plus the hourly cost of all fringe benefits paid by the Contractor to the employee in his union on his behalf. Costs incurred by the Contractor for its benefit or protections are not included.

ii. Twenty percent (20%) of the contract price shall be adjusted by the percentage of change in the index published by the U.S. Department of Labor, Bureau of Statistics, known as the "Wholesale Commodity Prices for Metals and Metal Products" index. The price of the increase is based upon this index for the month as specified in the Contractor's proposal, which will be so stated as the first annual adjustment to the contract price and shall be calculated by comparing the index for the final month of the current contract year with the index for the final month of the last previous contract year.

XVI: Elevator Maintenance = Complete preventative maintenance and repair service as defined below is to be completed so as to maintain elevators in optimal working condition based on State of Oregon standards:

A. The Contractor agrees to provide full preventative maintenance and repair service on a regular basis for the elevators under this contract. This includes all labor and materials, inspections, adjustments, tests, parts replacement and repairs to keep the elevators in continuous use at their established capacity and efficiency for their intended purpose.

B. Contractor agrees to increase the hours and/or frequency of service for any vertical lift equipment that does not meet the minimum standard of performance based on State of Oregon standards. This additional preventative maintenance shall be at no additional cost to MERC/OCC.

C. Contractor shall perform regular preventative maintenance and systematic examination including cleaning, lubricating and adjusting the vertical transportation equipment and providing call-back services specified during regular working hours; and, as conditions warrant, maintain and repair all portions of the equipment included under the specifications of this agreement in accordance with industry standards including:

i. When required or necessary, adjust, repair or replace solid state controls and circuit boards and provide programming as needed. Repair or replace as required machine, motor, generator and controller parts, including: generator, worm gears, thrusts, bearings,

brake magnet coils, brake shoes, brushes, windings, commutators, armature coils, contacts, resistance units, magnet frames, sheaves, shafts, bearings, plungers, pumping plants, tanks, piping, operating valves and all other mechanical parts.

- ii. Lubricate guide rails and, when necessary, repair or renew car guide shoes, counter-weight guide shoes and adjust or replace belts. When necessary, equalize the tension on all hoisting ropes; renew, when necessary, all wire rope cables, and repair or replace conductor trail cables; replace fuses and indicator bulbs in operating panels, stations and indicators. Renew, when necessary, wiring for shaftway door interlocks, and for push button and cat operating stations.
- iii. Maintain the hoistway, pit, machinery, machine room and any assigned elevator Contractor work space in a clean, orderly condition, free of dirt, dust, oil and grease spills, trash and debris.
 - a. Complete power plant, consisting of its enclosure, pump, motor, power transmissions elements between the pump and motor, valves of every kind, strainers, mufflers, gaskets and all other accessories.
 - b. Entire controller and motor starter, including accessories.
 - c. Entire "jack unit," including everything except excluded items listed hereinafter; exterior "jack unit" casing.
 - d. All electrical wiring conduit ducts, traveling cables, etc., from and beyond the elevator equipment of every kind to the mainline disconnect switches and hoistway outlets.
 - e. All piping, fittings and accessories such as vibration dampeners, silencers, etc., between pumping plant and the "jack unit." Underground piping not included.
 - f. All heating or cooling elements, facilities, insulation and accessories for controlling the oil temperature.
 - g. Hydraulic fluid.
 - h. Emergency lighting, if furnished and installed by same manufacturer.
 - i. Firemen's service equipment (applicable).
 - j. Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides, manual door closer and auxiliary door closing devices.
 - k. All other miscellaneous equipment, materials, etc., not mentioned above or in the make-up of the complete elevators.
- iv. Test and maintain elevator phone.
- v. Replace any non-working light bulbs in elevator car or machine room. Notify Facility Manager when light fixtures, tubes, ballasts and bulbs for general lighting are non-working. All parts will be supplied by Facility Manager. Contractor shall install replacement light fixtures, tubes, bulbs, lamps and ballasts as part of the preventative maintenance portion of this contract.

D. Testing/Inspections – Contractor shall conduct the following tests and any other tests required at the time of signing the contract:

- i. All tests and inspections required by the State of Oregon Department of Consumer and Business Services.
- ii. Written reports of these tests shall be submitted to the Facility Manager within five (5) days from completion and also as required to the State of Oregon Department of Consumer and Business Services. Seven (7) days prior notification shall be given to the Facility Manager so that a representative of MERC/OCC may witness said test(s).
- iii. Contractor shall perform all required fire return tests and maintain all required documentation. Results of such testing shall be submitted to the Facility Manager.
- iv. Conduct all other required/mandated tests, including five (5) year testing and certification and make any corrections as noted by state inspections.
- v. Conduct a yearly relief valve test and cylinder leakage test on all hydraulic elevators' in accordance with ANSI A17.1-1001 code.

E. Re-lamp all signals during regular examinations.

- F. Renew guide rollers to insure a smooth and quiet operation.
- G. Repair and/or replace electrical traveling conductor cables.
- H. All adjustments required to maintain the proper door opening and closing time, within the limits of applicable codes. Check the operating system for each unit or group of units continuously and make necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted.
- I. Conduct periodic evaluations of equipment performance including car speed, door operations, riding quality and car leveling. Following such evaluations, the Contractor shall perform adjustments, repairs and replacements required to maintain safe operating performance.
- J. The Contractor shall be responsible for maintaining all hydraulic fluids and lubricants and proper disposal of any contaminated waste products. All usage of hydraulic fluids and lubricants must be reported to the Facility Manager for his files. Any usage or loss of the hydraulic fluid that cannot be accounted for must be immediately reported to the appropriate Facility Manager for review and evaluation. An underground cylinder or feed line leak must be identified immediately and the elevator must be removed from service.

XVII. Escalator Maintenance – Complete preventative maintenance as defined below so as to maintain escalators in optimal working condition based on State of Oregon standards:

The Contractor agrees to provide full preventative maintenance service on a regular basis for the escalators under this contract. This includes all labor and materials, inspections, adjustments, tests, parts replacement and repairs to keep the escalators in continuous use at their established capacity and efficiency for their intended purpose. This includes but is not limited to:

- A. Escalator machines, motors, brakes, brake lining, drive chains, novatex boards, bull gears, handrails, step and chain rollers and spindles, steps, step treads and risers, sprockets, worms and gears, bearings and seals, comb plates, rollers and newels, handrail guides, handrail boards, controllers, internal lights, stop switches.
- B. Wiring, tracks, step and hand rail chains, and all structural members.
- C. Governors, contacts, fuses, lit switches, push buttons, safety switches, safety brushes, and all other electrical control parts. The Contractor will agree to furnish the following lubricants that equate to the lubricant specifications recommended by the escalator manufacturer for:
 - Gear Oil
 - Machine Oil
 - Bearing Grease
- D. Parts for repair and replacement shall be manufactured to the exact specifications required by the escalator manufacturer. Failure to comply with this provision will constitute breach on part of the Contractor.
- E. The contractor agrees to periodically clean elevator/escalator hatch equipment, including door hangers, tracks, hatchways, switches and car-top buffer sand pits.
- F. The Contractor shall, in accordance with ANSI Code A17.1-1000.2c, agree to perform a thorough cleaning and safety inspection of all escalators covered under this contract within ninety (90) days of the award of the contract.
- G. Cleaning and safety inspection shall include:
 - i. Clean and fill ring gear oil bucket with manufacturer specified gear oil. Check for gear shavings.

- ii. Check operation and setting of all safety switches.
- iii. Clean and lubricate step chains with machine oil "C."
- iv. Clean and lubricate handrail drive chains with manufacturer specified machine oil. Check and adjust tension if required.
- v. Clean and lubricate governor and NRD drive chain with manufacturer specified machine oil. Check and adjust tension if required.
- vi. Check handrail for slippage. Clean and wax handrail guide surface as required.
- vii. Change oil in gear box with manufacturer specified gear oil. Clean breather in top of box.
- viii. Clean and check operation and tension of lower reversing station. Check chain tension spring; adjust tension and safety switches if required.
- ix. Clean and adjust step chain novatex boards.
- x. Clean dirt deposits from step band tracks. Tighten any loose fastenings.
- xi. Check operation of controller. Clean and adjust as required.
- xii. Check stopping distance of empty unit. Clean and adjust brake as required.
- xiii. Lubricate all step flanges.
- xiv. Clean oil drip pan full length of escalator.
- xv. Grease main drive shaft bearings, bull gear bearings and upper handrail sheave bearings. Lower handrail sheave bearing, lower step chain idler sprockets (also intermediate shaft bearing on unit where present) with bearing grease "B."
- xvi. Clean and lubricate motor with manufacturer specified bearing grease.
- xvii. Clean, check and lubricate fan and fan motor. Replace parts as necessary to keep in working order.
- xviii. Any display lighting highlighting switches, buttons, signals, etc. which are not for general lighting purposes shall be considered part of the elevator/escalator equipment and Contractor shall repair or replace it as part of the preventative maintenance portion of this contract.

H. In performing the work indicated above, Contractor agrees to provide only quality parts for replacement or repair and to only use those lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the Facility Manager.

XVIII. Exclusions

The following are exclusions from preventative maintenance services for elevators and escalators:

- A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.
- B. Repair or replacement of building items such as hoistway or machine room walls and floors, car enclosures (including removable panels, door panels, car gates, suspended ceilings, handrails, car finish, floor material, hoistway entrance and frames, door and sills and signal fixture face plates).
- C. The Contractor shall not be responsible to replace mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- D. Car enclosure, including side walls, interior paneling, handrails, bases, car tops, and drop ceilings, and if necessary, refinishing, repairing, or replacing these items.
- E. Gates and/or doors, hoistway enclosures, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders – their switches and their wiring and fusing, smoke or heat sensors not installed by an elevator/escalator vendor.

- F. Underground piping, if any, between the pumping plant and jack unit. Cylinder for the jack and well hole casing. Building work items, including tear-out replacement, refinishing, etc. to gain access to the above items and restore the elevator(s) to normal use.
- G. Contractor shall not be required under this agreement to install new devices on the equipment, which may be recommended or directed by insurance companies, federal, state, municipal, or other authorities, subsequent to the date of this contract, unless compensated for such installation.
- H. Contractor shall not be responsible to make changes or modifications in design, to make any replacements with parts of different design, or to perform cleaning of cab interior and exposed sills.
- I. If a component is determined to be obsolete and requires replacement, the Facility Manager will be provided with a written proposal for the replacement of the obsolete component. This proposal will include an appropriate credit for components and labor had readily replaceable components of the original design been available.

XIX. Cancellation

- A. Inspections and tests may be completed by MERC/OCC to ascertain that the requirements of this contract are being fulfilled by Contractor. Deficiencies noted shall be promptly corrected at Contractor's expense.
- B. If Contractor violates any of the provisions of this contract or fails to properly provide the services required by this contract, MERC/OCC shall advise Contractor of specific deficiencies to correct MERC/OCC's total satisfaction.
- C. In the event Contractor fails to correct the deficiencies in the allotted time, MERC/OCC shall have the right to terminate this agreement on thirty (30) days written notice to the Contractor.
- D. If MERC/OCC fails to pay current monthly invoices within thirty (30) days of receipt of said invoices, Contractor may on thirty (30) days written notice to MERC/OCC terminate this agreement.
- E. In the event of building sale or change of ownership, this agreement shall remain in force until canceled by either party giving thirty (30) days notice of termination to the other party.

XX. Performance Guarantee

- A. Definitions:
 - i. Equipment – All elevators, escalator, wheelchair lifts at the OCC facility mentioned in this document or added to the contract through an amendment.
 - ii. Call back – Any call or report of problems by the Facility Manager (or designee) to Contractor regarding equipment covered under this contract.
 - iii. Contractor – ThyssenKrupp Elevator.
 - iv. Year – Fiscal year July 1 through June 30.
- B. Guarantee
 - i. If any piece of equipment is out of service for longer than two consecutive days (48 hour period) due to a non-scheduled repair or a repair that is due to a lack of preventative maintenance or because the required repair/replacement parts are not available within the time frame required in the contract, the full monthly maintenance fee for that unit of equipment will not be charged. In addition, if the unit of equipment is out of service for more than five (5) days MERC/OCC will receive a credit of \$500 per day until the unit is back in service. If MERC/OCC has already paid the monthly maintenance fee for that

particular equipment, a credit will be made against the next monthly billing. All maintenance/service shall be prescheduled in writing.

- ii. If the Contractor does not respond in the time frame listed in section 3 (a) and (b) under this existing agreement, MERC/OCC will receive a credit against it's next monthly billing in the amount of \$500 for each two-hour period that has gone beyond the required response time for each repair call.
- iii. If during any consecutive thirty (30) days owner experiences more than three (3) callbacks for the same unit of equipment for the same problem, the monthly maintenance fee for that unit will not be charged and if already paid, a credit will be made against the next monthly billing.
- iv. If any unit of equipment should have more than nine (9) callbacks per year, the billing immediately following the tenth (10th) call back shall be credited in the amount of \$500 for each unit exceeding this call back amount. This amount shall be credited on a per unit, per occurrence basis.
- v. If any of the required reports are not submitted within the time frame allowed, a credit in the amount of \$300 will be made against the next monthly billing. The credit will be made for each instance of late reporting.

XXI. Terms of Payment

- A. Upon completion of each work visit, Contractor shall deliver a work ticket to the Facility Manager. Once a month, regular maintenance invoices shall be sent to the address listed under "Contact Information." Unscheduled service and trouble call work invoices shall be sent upon completion of the work.
- B. Each month the Contractor shall submit a summarized log of all callbacks per unit number and State ID number.
- C. Contractor shall submit a semi-annual summary of all preventative maintenance, routine service or repairs and callbacks for each elevator and escalator that includes Unit number designation and State ID, date of service and description of work completed.

XXII. Elevators and Escalators under Coverage

Escalator State ID	OCC Designation	Type/Model	Location	
9611	ESC 1	DOWN	Montgomery 5E 4501	Pre Function A
9612	ESC 2	UP	Montgomery 5E 4501	Pre Function A
9615	ESC 3	DOWN	Montgomery 5E 4501	Holladay Lobby - MERC Office
9616	ESC 4	UP	Montgomery 5E 4501	Holladay Lobby - MERC Office
9617	ESC 5	DOWN	Montgomery 5E 4501	King Lobby - OPS Office
9618	ESC 6	UP	Montgomery 5E 4501	King Lobby - OPS Office
9613	ESC 7	DOWN	Montgomery 5E 4501	Pre Function C
9614	ESC 8	UP	Montgomery 5E 4501	Pre Function C
14949	ESC 9	DOWN	KONE E Series 5000	Ginko Lane
14950	ESC 10	UP	KONE E Series 5000	Ginko Lane
14951	ESC 11	DOWN	KONE E Series 5000	Portland Ballroom – North
14952	ESC 12	UP	KONE E Series 5000	Portland Ballroom – North
14953	ESC 13	DOWN	KONE E Series 5000	Portland Ballroom – South
14954	ESC 14	UP	KONE E Series 5000	Portland Ballroom – South

Elevator State ID	OCC Designation	Type/Model	Location
9586	1 - Passenger	Montgomery Hydraulic	Holladay Lobby
9566	2 – Freight	Montgomery Hydraulic	Holladay Lobby
9587	3 - Passenger	Montgomery Hydraulic	King Lobby
9567	4 – Freight	Montgomery Hydraulic	King Lobby
14947	11 - Passenger	KONE Hydraulic	Ginko Lane
14948	12 – Freight	KONE Roped/Hydraulic	Portland Ballroom - Plating Kitchen
14720	13 - Passenger	KONE Traction	Portland Ballroom – North
14721	14 - Passenger	KONE Traction	Portland Ballroom – North
14942	15 – Freight	KONE Roped/Hydraulic	Portland Ballroom – Service Corridor
14722	16 - Passenger	KONE Traction	Portland Ballroom – South
14723	17 - Passenger	KONE Traction	Portland Ballroom – South
14943	18 - Freight	KONE Roped/Hydraulic	Portland Ballroom
WCL 10173	Portable Wheelchair Lift	Cheney/750lb/6ft max	Loading Dock

XXIII. Fees and Hours of Service

Category 1 - Elevators	Yearly Maintenance Charge	Expected Frequency of Maintenance Visits	Estimated time needed to maintain equipment to state standards per maintenance visit*
#1 Hydraulic Passenger	\$1900.80	Monthly	1.0 hrs/per visit
#2 Hydraulic Freight	\$3110.40	Monthly	1.5 hrs/per visit
#3 Hydraulic Passenger	\$1900.80	Monthly	1.0 hrs/per visit
#4 Hydraulic Freight	\$3110.40	Monthly	1.5 hrs/per visit
#11 Hydraulic Passenger	\$1900.80	Monthly	1.0 hrs/per visit
#12 Roped /Hydraulic Freight	\$3110.40	Monthly	1.5 hrs/per visit
#13 Traction Passenger	\$5540.40	Twice per month	1.0 hrs/per visit
#14 Traction Passenger	\$5540.40	Twice per month	1.0 hrs/per visit
#15 Roped /Hydraulic Freight	\$3110.40	Monthly	1.5 hrs/per visit
#16 Traction Passenger	\$5540.40	Twice per month	1.0 hrs/per visit
#17 Traction Passenger	\$5540.40	Twice per month	1.0 hrs/per visit
#18 Roped /Hydraulic Freight	\$3110.40	Twice per month	1.0 hrs/per visit

#18 Roped/Hydraulic Freight Lube and Inspection Service Plan	\$970.00	Quarterly	1.0 hrs/per visit
Portable Wheelchair Lift	\$432.00	Quarterly	1.0 hrs/per visit
Lift Net Elevator Computer Tracking System	\$0.00	Monthly	.25 hrs/per visit

Category 2 - Escalators	Yearly Maintenance Charge	Expected Frequency of Maintenance Visits	Estimated time needed to maintain equipment to state standards per maintenance visit*
#1 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#2 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#3 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#4 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#5 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#6 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#7 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#8 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#9 ESC E 5000	\$4712.64	Twice per month	1.5 hrs/per visit
#10 ESC E 5000	\$4712.64	Twice per month	1.5 hrs/per visit
#11 ESC E 5000	\$4712.64	Twice per month	1.5 hrs/per visit
#12 ESC E 5000	\$4712.64	Twice per month	1.5 hrs/per visit
#13 ESC E 5000	\$4712.64	Twice per month	1.5 hrs/per visit
#14 ESC E 5000	\$4712.64	Twice per month	1.5 hrs/per visit

* These hours shall be the minimum actual hours performing preventative maintenance duties. These hours do not include call-backs, repair adjustments or testing needed to maintain the vertical lift equipment in optimum working order based on State of Oregon standards. Documentation of hours is required for monthly payment due Contractor. For any hours less than the stated not spent on preventative maintenance the dollar value (per hour) shall be deducted from that month's invoice.

Any parts to be used in work that is not preventative maintenance will be charged at a 10% mark-up.

A. Normal working hours are Monday through Friday 7 AM to 5 PM
The Contractor shall perform all Preventative Maintenance work hereunder during the regular working hours of the regular working days of the elevator/escalator trade.

B. Overtime working hours are Monday through Friday 5PM to 7AM, weekends and holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day.

No overtime work is to be performed unless prior authorization by the Facility Manager or his designee is obtained. If overtime work is required, MERC/OCC shall pay only the difference between normal and overtime labor billing hourly rates.

C. All work to be performed not included in this contract shall be authorized by the appropriate Facility Manager via written notification to the Contractor prior to commencement of the work.

D. Fee Schedule:

Mechanic Rates	
M-F 7AM-5PM Rates	\$ 145.00
Overtime (OT) Rates	\$ 101.50
Holiday/Sunday Rates	\$ 101.50
Non-Preventative Maintenance (PM) Rates	\$ 145.00
Non-PM OT	\$ 246.50
Non-PM Holiday/Sunday	\$ 246.50

E. Callbacks are unlimited and free of charge.