



Elizabeth Comfort  
Finance Director

**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

September 5, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Goods and Services Contract with KONE, Inc. for Elevator Maintenance and Repair Services at County facilities. Contract value not to exceed \$235,150.47 over 4 years and 10 months. Funding is through departmental cost allocations, which may include a small portion of budgeted County General Funds.**

<b>Previous Board Action/Review</b>	Briefed at Issues September 4, 2024		
<b>Performance Clackamas</b>	Build (maintain) a strong infrastructure. Ensure safe, healthy and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Chris Nizer	<b>Contact Phone</b>	503-557-6420

**EXECUTIVE SUMMARY:** Clackamas County has seventeen (17) elevators and three (3) ADA lifts in twelve (12) buildings maintained by Facilities Management (FM). The maintenance and repair of all elevators and lifts requires a special elevator license and technicians with specific elevator training and qualification credentials. The County does not maintain the required elevator license or trained staff to perform this work, but both requirements are met by our selected elevator contractor Kone Inc. Facilities Maintenance is requesting to renew the existing maintenance and repair contract with Kone Inc. for an additional five years ending on June 30, 2029. Renewing this contract will help the citizens of Clackamas County receive the services that they need more quickly and efficiently.

Kone Inc. has been providing these services to the County since 2019.

**RECOMMENDATION:** Staff respectfully requests that the board approve this contract with Kone Inc. for County elevator maintenance and repair.

Respectfully submitted,

*Elizabeth Comfort*

Elizabeth Comfort  
Director Finance

For Filing Use Only



**CLACKAMAS COUNTY**  
**GOODS AND SERVICES CONTRACT**  
**Contract #9688**

This Goods and Services Contract (this “Contract”) is entered into between **KONE, Inc.** (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”), on behalf of its Department of Finance, Facilities Division, for the purposes of providing **Elevator Maintenance and Repair Services.**

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2029**, or until completion of all obligations provided herein, whichever is later.
- 2. Scope of Work.** The Contractor shall provide the goods and services identified in Exhibit A (the “Work”), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the County.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not exceed **Two Hundred Thirty Five Thousand One Hundred Fifty Dollars and Forty-Seven Cents (\$235,150.47)**, for performing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to:

5. **Travel Expense Reimbursement.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
6. **Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A and Exhibit B.

7. **Contractor and County Contacts.**

Contractor Administrator: Carly Lake Phone: 971-356-4713 Email: <a href="mailto:Carly.Lake@Kone.com">Carly.Lake@Kone.com</a>	County Administrator: Chris Nizer Phone: 503-789-8102 Email: <a href="mailto:CNizar@Clackamas.us">CNizar@Clackamas.us</a>
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**ARTICLE II.**

1. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit

between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

6. **Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
  
7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability

insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

<b>Required - Workers Compensation:</b> Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> <b>Required – Commercial General Liability:</b> Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> <b>Required – Professional Liability:</b> Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> <b>Required – Automobile Liability:</b> Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during

County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

**12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

**13. Representations of Warranties.** Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for County's intended use, described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**14. Delivery and Inspections.**

- A. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or

damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

**B.** Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**15. Survival** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.

**16. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**17. Subcontractors and Assignments.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**18. 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 authorized successors and assigns.

**19. Tax Compliance and Certifications.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**20. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

**21. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

**22. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**23. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**24. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.

**25. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**26. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue



performance of its obligations under this Contract.

**27. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

**28. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

**29. [RESERVED]**

**30. [RESERVED]**

**31. Merger.** This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

**32. Execution and Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

**33. Amendment.** This Contract may only be modified in writing signed by the parties.

**Signature Page to Follow**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

KONE Inc.  
One Kone Ct.  
Moline, IL 61265

Clackamas County


Mark A. Duin      7/10/2024  
Authorized Signature      Date

\_\_\_\_\_  
Chair      Date

Mark A. Duin, General Manager  
Name / Title (Printed)

Approved as to Form:

006154-27  
Oregon Business Registry #

      07/10/2024  
County Counsel      Date

FBC/DELEWARE  
Entity Type / State of Formation

**Exhibit A**  
**Scope of Work**

**Exhibit A**

**KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance,  
Repair, Modernization and Related, Products, Services and Solutions under the  
U.S. Communities Program  
(Reference GENRL-EV2516)**

<u>Location Address</u>	<u>Elevators</u>	<u>Chair Lifts</u>
Clackamas County Various	17	3

## **PROPOSED SCOPE OF WORK:**

### **Background**

Clackamas County Facilities Management division is responsible for maintaining elevators and lifts in designated Clackamas County owned and leased buildings. These buildings provide essential administrative, emergency communications, law enforcement, health and social services, and infrastructure maintenance operations for the citizens of Clackamas County.

### **Definitions**

#### **Authority Having Jurisdiction (AHJ)**

The organization, office, or individual responsible for enforcement of applicable Code. Where compliance with Code has been mandated by legislation or regulation, the “authority having jurisdiction” is the regulatory authority.

#### **Elevator**

A hoisting and lowering mechanism equipped with a car that moves within guides and serves two or more landings, with types as defined by ASME.

#### **Chairlift**

A powered hoisting and lowering mechanism that is guided and equipped with a seat to transport seated passengers.

#### **Platform Lift**

A powered hoisting and lowering mechanism designed to transport mobility-impaired persons on a guided platform.

#### **Authorized Personnel**

Persons who have been instructed in the operation of the equipment and designated by the County to operate the equipment.

#### **Elevator Personnel**

Persons who are currently trained and licensed in the examination, testing, maintenance, and repair of elevator equipment.

### **Scope**

Provide examination, testing, and maintenance services for seventeen (17) elevators and three (3) platform lifts in twelve (12) designated Clackamas County owned and leased facilities, as designated under Service Locations. Scope may include electric and hydraulic equipment, serving passenger and freight loads.

Contractor shall provide all transportation, equipment, tools, materials, supplies, and labor to perform these services.

### **Service Locations**

See attached Exhibit B, Service Locations for sites and current inventory of equipment. This list is subject to additions or deletions with a contract amendment. Any locations added during the term of this contract shall be under the rates of this contract. All locations shall be within Clackamas County bounds.

### **Leased Facilities**

Access to and from County leased facilities, as well as from adjacent properties not occupied by the County, shall be the responsibility of the County to secure appropriate and legal permissions and with the Contract Administrator to coordinate scheduling with third parties.

### **Qualifications**

Contractor(s) shall maintain in good standing appropriate contractor and business license(s) to perform maintenance and repairs on both electrical and mechanical elevator components in the State of Oregon and local jurisdictions, and have a minimum of three (3) years experience serving commercial elevator systems of comparable make and scale of current Service Locations.

### **Technicians**

Technicians shall maintain in good standing an Elevator Limited Journeyman, Elevator Limited Mechanic License, or license(s) otherwise issued by the Authority Having Jurisdiction to work in the State of Oregon on elevator maintenance and repairs, and shall be industry certified or have successfully completed training appropriate to prescribed maintenance, programming, and necessary repairs of specific equipment provided on the Service Locations list.

Contractor shall provide Contract Administrator copies of current licenses for each technician prior to technician performing any work under this contract.

### **Secure Access**

Contracted personnel may be required to provide valid photo identification and to pass a background check prior to entering restricted areas. Contract Administrator shall inform Contractor in writing of any requirements within 7 days following contract execution and no less than forty-five (45) days prior to each service period thereafter. Contractor shall submit Information required for these background checks to the Contract Administrator no less than thirty (30) days in advance of service.

On scheduled service dates, contracted personnel are to report to Contract Administrator or their designee to be escorted to and through restricted areas by appropriate County personnel.

### **Schedule**

Contractor shall perform examinations and tests in accordance with ASME recommended intervals, and routine maintenance in accordance with applicable manufacturer specifications.

Contractor shall perform scheduled work continuously until completed at each facility, unless delayed due to necessary repairs, for prescribed work breaks, or due to unsafe or unproductive conditions beyond the Contractor's control. Contractor shall immediately notify the Contract Administrator when such conditions arise and with an anticipated return date and time.

Contractor shall coordinate dates and times of service with the Contract Administrator in order to minimize disruption of County business. Contractor shall confirm routine service dates and times at least ten (10) business days in advance in order for County to provide notice to occupants.

### **Requirements & Specifications**

Contractor shall schedule, perform, and document all work in compliance with the State of Oregon and local jurisdiction requirements, in accordance with industry best management practices and manufacturer specifications, and to maintain all product warranties.

Contractor shall follow all applicable American Society of Mechanical Engineers (ASME) Codes, Standards, and referenced publications, current at time of service, including but not limited to:

A17.1 Safety Code for Elevators and Escalators

A17.2 Guide for Examination of Elevators, Escalators, and Moving Walks

A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts

Contractor shall take reasonable precautions to protect all adjacent improvements, such as utility infrastructure, buildings, vehicles, equipment, hardscape, irrigation and lighting systems, and softscape, from work performed. County reserves the right to restrict the use of any methods and products that may cause damage to facilities or harm to surroundings environments.

### **Routine Services**

Contractor shall perform examination, testing, and maintenance of elevator, lift, and all integrated systems components to ensure all are in good condition and fully operational, such as, but not limited to, testing of related fire safety components.

Contractor shall provide a written a Maintenance Control Program for each Service Location as prescribed by ASME, and maintain updates.

All routine maintenance shall be performed on Facilities Management regularly scheduled work days, Monday through Friday, 7:00 AM to 5:00 PM, except for testing that may be facilitated by having a non-occupied building on any weekend or County holidays not observed by Contractor.

In the event that work performed would require back-up power to be off-line, work may need to be scheduled for after business hours for the affected facility.

The County shall provide protocols within two (2) County business days of contract execution, for processes such as notification of work to be performed.

### **On-Call Services**

Contractor shall provide diagnostics, programming, and repairs identified during routine maintenance or upon request in writing by the County.

All electrical repairs (line and low voltage) must be first authorized by the County Supervising Electrician. The County is responsible for maintaining all permanent and hard-wired back-up power supplies, as well as all data/communication systems, and for related wiring up to elevator and lift systems. Contractor is responsible for connecting/terminating power and data/communication to elevator and lift systems.

Contractor shall provide a 24-hours per day manned phone line and alternate for emergency service requests, confirm requests within thirty (30) minutes, and technician(s) shall report to site within two (2) hours or as otherwise instructed to resolve or to provide interim solution and make recommendations and quote time and materials for repairs.

Contractor shall respond on-site to all non-emergency trouble calls within twenty-four (24) hours of being notified by County, and complete any necessary repairs within seventy-two (72) hours.

### **Documentation**

All documentation submitted to Facilities Management shall be submitted completed and typed or printed legibly. Any incomplete, unclear, faded or otherwise illegible documentation will not be considered received, and contractor will be notified to resubmit.

Electronic mail (e-mail) submissions and correspondence are encouraged in order to reduce paper waste. Unless otherwise requested, it is recommended that any attachments be fixed files, such as a PDF, in order to ensure document content and format are received as intended.

### **Repair Quotes**

Contractor shall provide written quotes for all repairs at contract rates. If issue is identified during a required examination, a deficiency report shall be submitted with the quote.

Contractor shall provide quote(s) as stand-alone document on company form and include the date issued, legal name of the Contractor, Active Oregon Business Registry number, any required license numbers, mailing address, business phone number, as well as point of contact and e-mail.

### **Reports & Service Records**

Contractor shall file all required reports in compliance with the Authority Having Jurisdiction, and with electronic or hard copy to Facilities Management upon invoicing.



Contractor shall provide upon invoicing, record of all equipment and component replacement, including date replaced, make, model, version, serial number, location (facility and space) installed, and space served, so that County may maintain current systems inventory.

Service records shall be submitted separately for each Service Location, reference the street address AND facility number or building name, and must include the first and last name of the technician and actual dates of service.

#### Field Verification

Contractor is to verify and report any discrepancies from inventory provided by Facilities Management, including the make, model, serial number, size or capacity (including units of measurement), design type or chemistry as defined by regulation or industry standard, functional service type or class, and status of device (operational, non-op, removed, replaced).

#### Deficiencies

All deficiencies and corrective actions must be documented on service records. If a deficiency can be corrected at the time of examination/testing, then only one record is required. If a deficiency requires the technician to address a replacement or repair on a return visit, then a deficiency report shall be submitted at time of initial examination/testing, and then a corrective action report submitted upon satisfaction of examination/testing.

#### Warranties

Contractor shall provide electronic or hard copy of all product warranties and manuals with related invoicing for any replaced or repaired components and equipment.

#### Appearance & Conduct

Contractor personnel shall wear a standardized outer garment in good condition that clearly identifies the name of the Contractor while performing contracted duties on County property.

Contractor personnel shall perform all services in a professional manner, and any concerns or grievances shall be reported to the Contract Administrator.

#### Safety & Security

Contractor field technicians shall be trained and competent to safely perform their duties, wear appropriate personal protective equipment (PPE), and follow all procedures to safely operate equipment and apply products.

Contractor shall immediately report to 9-1-1 any crimes in action or other emergencies.

Contractor shall also immediately report to Facilities Management main phone line any injuries and vandalism or other damage on County facilities, as well as any observed potential hazards to person or property.

#### Safety Data Sheets (SDS)

Contractors are required to provide prior to scheduling services current product specifications and Safety Data Sheets (SDS) for all chemicals stored or used in Clackamas County facilities, including, but not limited to all hydraulic fluids, fuels, lubricants, coatings, adhesives, sealants, solvents, and cleaners.

#### Site Clean-up & Disposal

Contractor shall clean up after all services on-site, including collecting and properly disposing of all equipment, components, scrap materials, and debris; and sweeping, vacuuming, and/or wiping down work site.

Materials shall be diverted from landfill to the maximum extent possible, in accordance with the County's Sustainability Policy Disposal of Waste hierarchy. Loose dry recyclable paper and packaging may be disposed in County recycling containers on site. Bagged trash may be disposed in County trash containers on site. Contractor shall return worn components to supplier for remanufacturing where applicable, and collect all regulated and bulky scrap recyclable materials, such as spent or damaged batteries, electronic materials, and metal casing, and deliver to the County for proper

recovery.

### **Sustainability**

In order to promote responsible social, economic, and environmental practices, contractors are to perform in accordance with the Clackamas County Policy on Sustainability Practices, found at <http://www.clackamas.us/sustainability/sustainabilitypolicy.html>.

### **Best Practices**

Preference will be given to quotes that provide industry certification or other verifiable documentation for sustainable best practices that meet or exceed specifications, such as, but not limited to, energy efficiencies, emissions reductions, nontoxic alternatives, sustainably produced or harvested, remanufactured, repurposed, and percent post-consumer recycled content, where applicable.

### **Subcontracting**

Any contract and related subcontracts or reciprocal agreements may not be assigned or services otherwise supported outside of contract agency without a minimum thirty (30) day advance notice and written approval by the County.

### **Modifications & New Installations**

The County shall solicit any modifications (such as system reconfigurations, upgrades, and expansions) and new installations separately and competitively from this contract.

### **Authorization**

The County shall provide a copy of the appropriate Purchase Order to the Contractor prior to routine work commencing.

### **After Hours work**

After-hours and emergency call-outs may only be authorized by the Facilities Management Maintenance Supervisor or designee.

### **Pricing**

Pricing for elevator locations are identified in Exhibit B.

On-Call Maintenance Services shall be quoted for regular, non-regular (including after-hours, weekends, and holidays), and emergency labor rates. Define non-regular hours and emergency terms, specify which holidays are observed, and when minimum charges may apply. Parts and materials shall be quoted at time of event.

### **Invoicing**

County shall provide a copy of the appropriate Purchase Order (PO) prior to work commencing. Contractor shall reference the appropriate PO on each invoice.

Contractor shall invoice each billable department, subtalled by each elevator or lift system, with a brief description of work and date performed. Currently there is one billable department: Facilities Management.

Invoices shall be billed no more frequently than monthly and received by Facilities Management within thirty (30) calendar days of service performed.

Please remit invoices for Clackamas County Facilities Management by e-mail to [FacilitiesManagement@Clackamas.US](mailto:FacilitiesManagement@Clackamas.US) or to:

Facilities Management  
1710 S. Red Soils Court, Suite 200  
Oregon City, OR 97045

## Maintenance Standards

Contractor shall perform maintenance work in accordance with the following terms and conditions:

### 1. SCOPE OF MAINTENANCE

- A. This Scope of Maintenance provides for complete maintenance coverage including examinations, cleaning, painting, lubrication, adjusting, parts replacement, repairs, and testing on all parts of the elevator equipment including, but not limited to, machines, motor generators, bearings, commutators, brushes, gears, hoist ropes, compensation ropes or chains, governor ropes, thrust bearings, drive sheaves, sheave bearings, brake pulleys, brakes, brake coils, linings, motors, tachs, controllers, selectors, relays, contacts, solid state devices, computers, monitors, transformers, resistors.
- B. If remote elevator monitoring for the control system is provided, the Contractor shall maintain the remote system and ensure all functions are working properly.
- C. It also includes safety governors, governor sheaves, car safeties, hydraulic oil, pump, motor, valves, seismic rupture valves, battery lowering kits (including batteries), plunger, above ground oil lines, jack packing, deflector and secondary sheaves, bearings, car and counterweight buffers, (clean only) car and counterweight guide rails, limit switches, guide shoes (slide and roller), door operators, signal fixtures (hall, car and remote panels) and all components, all car and hatch door equipment, contacts, interlocks, auxiliary door closing devices, infrared safety edges, and emergency lights. Contractor will change car lighting bulbs during preventative service visits, car frames, platforms, and all other elevator related devices, except for the following:
  - (a) SallyPort/OTIS Elevator Belts, Car enclosures including removable panels, door panels, plenum chambers, hung ceilings, light diffusers, fluorescent tubes and fluorescent ballasts, handrails, mirrors, carpets, tile flooring, hoistway enclosure, door panels, frames and sills.
- D. Contractor's maintenance, repair and callback records will be kept electronically on-line and made available at all times through the World Wide Web and email. Contractor will provide this information monthly online, in email or other printed form.

### 2. SCHEDULED MAINTENANCE

- A. All preventive maintenance performed by the Contractor shall be scheduled by the Contractor, elevator by elevator, prior to commencement of the work and subject to final approval of the .
- B. The preventive maintenance schedule, as prepared by the Contractor, shall show County name, elevator serial numbers, examination frequency, examination hours and be keyed to a preventive maintenance schedule prepared for the specific equipment covered by this specification.
  - i. Examine: The Contractor shall examine the equipment on a regular interval.
    - (a) When, as a result of an examination, corrective action is found to be the responsibility of the Contractor, the Contractor shall proceed immediately to make (or cause to be made) replacements, repairs and corrections. When such work is determined not to be the Contractor's responsibility, a written report, signed by the

Contractor, shall be delivered to the County for further action.

- (i) Items of an emergency nature shall be communicated to the County immediately and followed up in written form.
  - (ii) Examinations of the equipment shall follow the basic procedures recognized by the elevator service industry.
- ii. Clean: The Contractor shall clean all of the elevator equipment as well as car and hoistway door sills and grooves, elevator equipment rooms, pits, and hoistway rail equipment. Cleaning of the equipment shall occur at regular intervals sufficient in frequency to maintain a professional appearance and preserve the life of the equipment.
- iii. Paint: The Contractor shall paint the elevator equipment, including the machine room and pit floors, at intervals frequent enough to maintain a professional appearance, prevent rusting, and preserve the equipment. All paint shall be suitable for the purpose intended and be of a high quality. Application of the paint shall, in all circumstances, comply with applicable local codes and/or current ASME codes.
- iv. Lubricate: The Contractor shall lubricate all moving parts of the equipment. Lubricants shall be applied at intervals recommended by the equipment manufacturer or as dictated through use of the equipment. All lubricants shall be suitable for the purpose intended and shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied.
- v. Adjust: The Contractor shall adjust the equipment. Adjustments shall be made as necessary and when the operation of the equipment varies from its normal or originally designed performance standards, as a result of normal wear and use.s
  - (a) Adjustments shall be made by qualified individuals properly equipped with tools and instruments, employed by the Contractor. Adjustments shall be made at regular intervals frequent enough to maintain the elevator in optimum operating condition.
  - (b) Parts or assemblies which have worn (or otherwise deteriorated) beyond "normal" adjustment limits shall be replaced as provided for under the "Replace" and/or "Repair" section of this specification.
- vi. Replace: The Contractor shall, when required, "replace" items covered under the Contract during the course of scheduled preventive maintenance when in the reasonable opinion of County such replacement will prevent an unscheduled elevator shutdown and/or ensure the continued normal operation of the elevator or which otherwise will extend the useful life of the elevator. All replacements shall be made using original manufacturer's parts or County approved equal.
- vii. Replacement Parts: To assure the maximum use of elevators and a minimum shutdown time for emergency repairs, the Contractor shall be required to have and maintain on the job, in metal cabinets furnished by the Contractor, a supply of spare parts sufficient for normal maintenance and repair of the elevators. These spare parts and lubricants shall be equal to or better than original manufacturer's parts.
  - (a) Motors, armatures, field coils, and any other component part must be delivered within five (5) working days.
  - (b) Refurbished parts or parts that are equal to or better than genuine manufacturer's parts are acceptable and will be permitted, without prior approval.
- viii. Repairs:
  - (a) Repairs which are the responsibility of the Contractor:
    - (i) Repairs shall be made by the Contractor to elevator components covered by the agreement. The Contractor shall make (or cause to be made) all repairs made necessary due to normal wear and use of the elevator system. The Contractor shall be responsible for all cost for labor, materials, expenses, and supplies which occur as a result of the stated repair.

- (b) Repairs, which are the responsibility of the County:
  - (i) Repairs shall be made by the Contractor, when authorized by the County where such repairs are not included in the Contract. The Contractor shall make (or cause to be made) all repairs made necessary for any reason during the term of the Contract. The Contractor shall supply all labor, materials, and supplies at the Contractor's billing rates as stated in this Contract. On completion of all repair work, the Contractor shall submit to the County for payment an invoice detailing the nature of the work performed and related charges.
  - (ii) Prior to any repairs being made by the Contractor, the Contractor shall submit a written cost estimate to the County to obtain formal approval to proceed.

ix. Perform Periodic Tests: The Contractor shall, during regular business hours, perform periodic Safety Tests of the elevator components, including monthly testing of Emergency Fire Service, telephone communications, emergency car light and alarm bell. The periodic tests shall be conducted at the frequency stated in the ASME A17.1 and A17.2 code and follow the procedures set forth in said code. Test results shall be recorded on forms supplied by or acceptable to the County. Certified copies of the completed test forms shall be submitted to the County.

- (a) Periodic inspections as required by city, county, state, federal government and/or insurance agencies or representatives are included in this specification. One (1) and five (5) year tests are included. Prep work and test items that do not make a loud sound or inconvenience users may be performed during normal working hours if scheduled with the building.

x. Callback Service: For the purpose of this specification, a "callback" is a request from the County to the Contractor, requesting the Contractor to go to a specific elevator to correct any elevator problem and/or condition, which in the County's opinion needs attention before the Contractor's next scheduled preventive maintenance visit.

- (a) Additionally, a "callback" is work, which can ordinarily be performed by one person working alone at the job site for a period of time not exceeding two hours.

- (b) Work required in excess of the basic two hours and/or which requires a second person shall be considered "Repair" work and shall be governed by the "Repair" provisions and specifications set forth elsewhere in this specification.

- (c) Callback service during regular working hours:

- (i) The Contractor shall, without additional charge to the County provide callback service during normal working hours (Monday through Friday/7:00 am to 5:00 pm). The Contractor shall respond to a callback within three (3) hours of the time reported to the Contractor. Calls placed to by the County to the Contractor prior to 1:00 pm shall be answered in the same day with no overtime charge to the County, regardless of what time the technician arrives to the building.

- (d) Callback service during overtime working hours:

- (i) The Contractor shall provide 24-hour callback service. Contractor shall bill for the overtime portion only if the call is performed during overtime. The Contractor shall respond to an overtime callback within four (4) hours of the time reported to the Contractor.

- (e) Entrapments: Callbacks for entrapments shall be responded to by Contractor within two hours of the call during normal working hours and three (3) hours after normal working hours. Total travel time to and from the jobsite shall not exceed 3 hours on any call.

- (f) For the purposes of this Contract, the term "respond" shall mean that the appropriate elevator service technician shall be on-site to perform the required task.

### **3. ELEVATOR MAINTENANCE FREQUENCY AND TASKS for DBS, PSB, TSB & Courthouse Buildings on Monthly Maintenance.**

#### **All other elevators on periodic Maintenance**

##### **Frequency 4 weeks:**

- i. Clean and inspect power unit, control, valves, motor and belts.
- ii. Check oil level and record findings on a log posted in machine room. Record findings whether oil is added or not and have mechanic initial.
- iii. Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, electric safety edges. Check door restrictors on each car.
- iv. Clean and inspect hoistway door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoistway switches.
- v. Clean and inspect buffers and jack packing, clean pit, check travel cable loop.
- vi. Check the leveling, alarm bell, stop switch and door closing pressure.

##### **Frequency 8 weeks:**

- i. Clean machine room and adjust controller and selector contacts and relays.
- ii. Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop, inspect cable and retiring cam.

##### **Frequency 12 weeks:**

- i. Inspect leveling and limit switches and check emergency light.
- ii. Inspect power drive (belts and coupling) and pump, clean controls.
- iii. Clean car and hall station contact, check door closing force, check electronic safety edges and adjust. Check car and hoistway hanger rollers and adjust up thrusts.
- iv. Check motor bearings, transformers; rectifiers and timers.

##### **Frequency 26 weeks:**

- i. Check control and main line fuses, voltage readings, motor connections and overloads.
- ii. Check bolster plate and channels, hoistway switches and door closing devices.

##### **Frequency 52 weeks:**

- i. Check drive belt tension and adjust valves.
- ii. Clean hoistway and door guides, adjust and clean chains, sprockets, guide rails and brackets, door hangers, sills and pit.
- iii. Annual pressure test and lubricate motor.

- iv. Filter hydraulic oil.
- v. Annual valve control adjustment and check logic.
- vi. Adjust and balance all doors, replace door guides as needed

**Frequency 36 months:**

- i. Perform full load seismic rupture test on all cars that have seismic rupture valves. All valves that are currently overdue shall be tested within 3 months of contract commencement.



**Exhibit B  
Fee Schedule**



**Contract #:** 41689438  
**Building Name:** Clackamas County  
**KONE Branch #:** Portland; 050  
**KONE Contact:** Carly Lake; carly.lake@Kone.com  
**Effective Date:** July 1, 2024- June 30, 2029

The maintenance price will increase per the current Omnia Contract standard escalation of 3.25% annually. The annual cost of maintenance for 2024 will be \$27,551.34. The monthly cost will be \$4,591.91. The 5-year contract value will be \$235,150.47.

Below is the monthly maintenance cost broken out by elevator for 2024. I have also included an escalation calendar for the next five years. Annual escalation will apply per the Omnia agreement and current contract per the escalation at 3.25%.

Contract	Equipment	Equipment ID	Site Name	Monthly Maintenance Cost 2024
41689438	20306535	#1 PASSENGER ELEVATOR	CLACKAMAS COUNTY SUNNYBROOK	\$ 142.49
41689438	20306536	#2 PASSENGER ELEVATOR	CLACKAMAS COUNTY SUNNYBROOK	\$ 142.49
41689438	20306537	PASSENGER ELEVATOR	CLACKAMAS COUNTY SHERIFFS NORTH	\$ 142.49
41689438	45327878	PASSENGER ELEVATOR	CLACKAMAS COUNTY PAMPLIN BLDG	\$ 142.49
41689438	20307265	PASSENGER ELEVATOR	CLACKAMAS COUNTY STOKES BLDG	\$ 142.49
41689438	43805098	PASSENGER ELEVATOR	CLACKAMAS COUNTY COURTHOUSE	\$ 308.72
41689438	43805247	EVIDENCE PASS ELEV	CLACKAMAS COUNTY EVIDENCE	\$ 142.49
41689438	20015340	PASSENGER ELEVATOR	CLACKAMAS COUNTY CENTRAL UTILITY	\$ 142.49
41689438	20215392	#1 PASSENGER ELEVATOR	CLACKAMAS COUNTY PUBLIC SERVICE	\$ 373.00
41689438	20215393	#2 PASSENGER ELEVATOR	CLACKAMAS COUNTY PUBLIC SERVICE	\$ 373.00
41689438	20215394	#3 PASSENGER ELEVATOR	CLACKAMAS COUNTY PUBLIC SERVICE	\$ 373.00
41689438	20306527	WHEELCHAIR LIFT	CLACKAMAS COUNTY HOLMAN	\$ 42.68
41689438	20306528	WHEELCHAIR LIFT	CLACKAMAS COUNTY C-COM BLDG	\$ 42.67
41689438	20306529	PASSENGER ELEVATOR	CLACKAMAS COUNTY COURTHOUSE	\$ 308.72
41689438	20306530	WHEELCHAIR LIFT	CLACKAMAS COUNTY COURTHOUSE	\$ 42.67
41689438	20306531	#1 PASSENGER ELEVATOR	CLACKAMAS COUNTY DEVELOPMENT	\$ 373.00
41689438	20306532	#2 PASSENGER ELEVATOR	CLACKAMAS COUNTY DEVELOPMENT	\$ 373.00
41689438	20306533	#3 PASSENGER ELEVATOR	CLACKAMAS COUNTY DEVELOPMENT	\$ 373.00
41689438	20306534	#4 PASSENGER ELEVATOR	CLACKAMAS COUNTY DEVELOPMENT	\$ 373.00
41689438	45491095	PASSENGER ELEVATOR	CLACKAMAS COUNTY TRANSPORTATION	\$ 238.00
2024 Monthly Total \$				\$ 4,591.89

<b>Escalation Calendar</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Annual Escalation of 3.25%	NA	\$ 1,790.83	\$ 1,849.03	\$ 1,909.13	\$ 985.58
Annual Contract Value	\$ 27,551.34	\$ 56,893.51	\$ 58,742.54	\$ 60,651.67	\$ 31,311.41