

OTIS

8/17/11
BRS

DATE: 08/17/2011

TO:

City of Oakland
Mr. Walter Butler
455 7th Street
Oakland, CA 94605

EQUIPMENT LOCATION:

Hall of Justice
455 7th Street
Oakland, CA 94607

MACHINE NUMBER(S):

35811, 35802, 35803, 35801,
35809, 35804, 35812, 35808,
35810

PROPOSAL NUMBER:

NUM110816194804

FROM:

Otis Elevator Company
250 E Grand Avenue
Suite 87
South San Francisco, CA 94080

Vanessa Coker
Phone: (650) 616-3962
Fax: (650) 616-3979

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

Work necessary to comply with the State of California Preliminary Order dated June 15, 2011 with a compliance date of August 28, 2011 (Notice to Show Cause date).

**Please be advised that the State of California Inspection Authority is strictly enforcing compliance dates for the resolution of inspection report items. We recommend immediate approval of this "proposed" work, in order to minimize the possibility of a red-tag shutdown of your Elevator.

State Elevator #35811

Item 1: We will clean the car top.

Item 2: We will clean the machine room floor.

Item 3: We will affix required sign.

Item 4: Perform a five (5) year Full Load Test on the existing hydraulic Elevator as required by the State Elevator Safety Orders, Section 3071(f).

Such tests impose upon the equipment much greater stresses than those growing out of normal operation. Therefore, it is agreed that in making inspection or tests of the equipment, you assume any and all liability for injury to persons or loss or damage to property because of the action or failure of any devices, except for our negligent acts or omissions. If repairs are necessary to obtain proper operation of the equipment to meet the requirements of the test, such work shall be considered as an extra to this proposal.

Item 5: We will attach the required tag to the elevator pumping unit at no additional charge.

Otis will perform work necessary to decommission the four stop basement traction elevator located at 455 7th Street, Oakland. This work involves landing the car and counterweight, pulling the hoist cable and bolting the doors at each landing. We will also disconnect and remove the EMT and wiring from the main line disconnect to the elevator controller.

Price: \$3,272.00

State Elevator #35810 - Hydraulic

Otis will perform work necessary to decommission the two stop hydraulic elevator located at 455 7th Street, Oakland. This work involves landing the car on the buffers, disconnecting the hydraulic oil line, draining the tank and capping the oil lines. We will also disconnect and remove the EMT and wiring from the main line disconnect to the elevator controller.

All oil will be placed in 55 gallon drums and we will coordinate the removal with a waste disposal company. You will need to call the EPA to obtain a temporary number in order to dispose of the oil properly.

Price: \$4,292.00

Item 1: We will remove the oil soaking pads from the pit.

Item 2: We will clean the machine room floor.

Item 3: We will bring the liquid in the storage tank up to the minimum permissible level.

Item 4: Perform a five (5) year Full Load Test on the existing hydraulic Elevator as required by the State Elevator Safety Orders, Section 3071(i).

Such tests impose upon the equipment much greater stresses than those growing out of normal operation. Therefore, it is agreed that in making inspection or tests of the equipment, you assume any and all liability for injury to persons or loss or damage to property because of the action or failure of any devices, except for our negligent acts or omissions. If repairs are necessary to obtain proper operation of the equipment to meet the requirements of the test, such work shall be considered as an extra to this proposal.

Item 5: We will attach the required tag to the elevator pumping unit at no additional charge.

Item 6: We will remove the debris from the pit.

Item 7: We will repair the elevator pit lighting.

Item 8: This item is the customers responsibility.

Item 9: We will remove the oil from the drip pan as required.

Price: \$2,210.00

State Elevator #35804

Item 1: We will affix the emergency ID number as noted.

Item 2: We will test the elevators earthquake device.

Item 3: We will replace the defective elevator phone.

Item 4: We will test the firefighters service in Phase I & II as required. It should be noted that we are only going to perform this test once and will record our findings in the machine room.

Item 5: This item is the customers responsibility.

Price: \$1,568.00

State Elevator #35812 - Dumbwaiter

Otis will perform work necessary to decommission the two stop dumbwaiter located at 455 7th Street, Oakland. This work involves landing the car and counterweight, pulling the hoist cable and bolting the doors closed at each landing. We will also disconnect and remove the EMT and wiring from the main line disconnect to the elevator controller.

Price: \$1,636.00

State Elevator #35808 - Basement Traction

Item 6: We will repair the top of car light.

Item 7: We will remove the debris from the pit.

Item 8: We will guard and ground the pit light fixture.

Price: \$2,665.00

State Elevator #35802

Item 1: We will provide and install snag guards for the travelling cable.

Item 2: We will remove the debris from the pit.

Item 3: We will test the elevators earthquake device.

Item 4: The phone in the elevator is operational.

Item 5: We will affix the emergency ID number as required.

Item 6: We will test the firefighters service in Phase I & II as required. It should be noted that we are only going to perform this test once and will record our findings in the machine room.

Price: \$3,204.00

State Elevator #35803

Item 1: We will provide and install snag guards for the travelling cable.

Item 2: We will remove the debris from the pit.

Item 3: We will test the elevators earthquake device.

Item 4: The phone in the elevator is operational.

Item 5: We will affix the emergency ID number as required.

Item 6: We will test the firefighters service in Phase I & II as required. It should be noted that we are only going to perform this test once and will record our findings in the machine room.

Price: \$2,151.00

State Elevator #35801

Item 1: We will remove the debris from the pit.

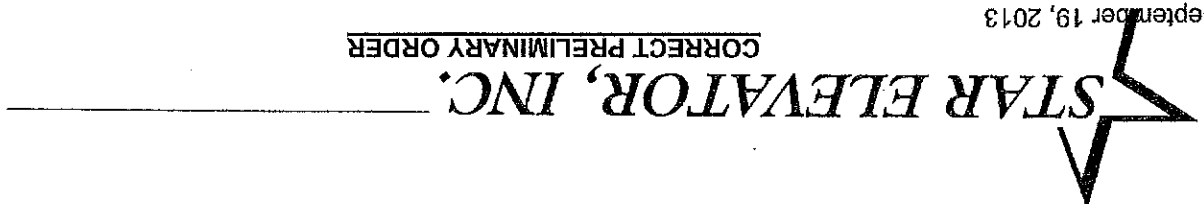
Item 2: We will test the elevators earthquake device.

Price: \$455.00

State Elevator #35809

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of fifty percent (50%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion of the work. If the work is not completed within a thirty day period, the price shall be increased by a percentage of the amount of the work not completed. The percentage shall be determined by the amount of the work not completed. We reserve the right to discontinue our work at any time until payment in full is received. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditional upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workers with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal. Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefor, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditional upon your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control.
- We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals; and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN. WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
- Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.
- Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
- To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
- It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than that required by the applicable governmental safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
- This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modification to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.



September 19, 2013

CORRECT PRELIMINARY ORDER

CUSTOMER
City of Oakland
250 Frank Ogawa Plaza #1329
Oakland, CA 94612

LOCATION
455-7th Street
Oakland, CA
Passenger Elevator
(State No. 35811)

Star Elevator will furnish the labor and material to perform the following work on the passenger elevator located 455-7th Street in Oakland in order to satisfy the requirements of the State Preliminary Order dated 07/11/13 and received by Star Elevator on 07/17/13.

A. New hydraulic pump unit and feedline. Includes items #1-5, 7, 8 & 9. (See Note 2 below)

1. Take elevator out of service.
 2. Raise and secure the elevator to gain access to the elevator pit.
 3. Unbolt and remove the existing controller from the side of the existing hydraulic pump unit and swing out of the way.
 4. Remove the fluid from the hydraulic pump and place the liquid into 55-gallon drums for disposal.
 5. Disconnect the pump unit from the hydraulic feed line.
 6. Unbolt the pump unit and remove from the machine room.
 7. Mount and install a new pump unit in the elevator machine room and securely fasten to the machine room floor on the rubber isolation pads.
 8. Remove the liquid from the elevator pit and place into 55-gallon drum for disposal.
 9. Disconnect and remove the hydraulic feed line from the hydraulic jack assembly in the elevator pit.
 10. Install a new overspeed stop valve and connect it to the existing hydraulic cylinder.
 11. Install a new hydraulic feed line and connect it to the newly installed overspeed stop valve.
 12. Install pipe support brackets and securely fasten to the hydraulic feed line.
 13. Pump hydraulic fluid into the pump unit reservoir and mark the fluid level.
 14. Install brackets, remount and securely fasten the controller adjacent to the new pump unit.
 15. Set-up and test operations of the overspeed stop valve.
- B. Item 2: Supervise and conduct one (1) hydraulic load test on the hydraulic passenger elevator. (See Note 3 below)
1. The test will be performed in accordance with Section 3071 (j) of the State Elevator Safety Orders.
 2. Complete the State hydraulic load test report and submit to the State of California.
- C. Secure a load test tag to the elevator pump unit per Section 3071 (j).
- D. Item 6: The phone in the elevator shall operate as intended.
1. The elevator repair mechanic has determined that the phone line in the elevator is not in working condition.
 2. It is the Customer's responsibility to provide a working dedicated phone line to the elevator machine room.
- E. Item 8: The elevator car top shall be cleaned.
1. Remove the excessive debris and vacuum the elevator car top.
- F. Schedule and assist the State of California with an inspection of the newly installed pump unit and overspeed valve.
- G. Check elevator operations and return car to service.
- H. Clear the Preliminary Order with the State of California.

Price:

Twenty-Five Thousand One Hundred Seventy-Eight and 86/100 Dollars (\$25,178.86)

Includes applicable sales tax.
Price valid for thirty (30) days.

Notes:



To comply with the Elevator Safety Orders, 3071(i), this form shall be filled out and returned by the compliance date shown on the Preliminary Order. If repairs, adjustments or replacements are needed for code compliance, they are to be completed before returning this form. Submitting an incorrect report may cause another test to be required, witnessed by the Division, with additional fees, L.C. 7314

GROUP 2 FIVE YEAR HYDRAULIC LOAD TEST REPORT

Purpose of Load Test Required per state preliminary orders
Elevator State Number 035811
Date of Test 9-13-2011
Location of Elevator 455 7th Street
City Oakland
Zip 94607

Elevator Rated Load as Shown on Crosshead Data Plate 2300
Rated Speed as Shown on Data Plate (Not greater than 10% of Up Speed as shown below) 80
Elevator Up Speed with Rated Load
Elevator Down Speed with Rated Load 3%

Rated Car Speed Feet per Minute	Buffer Stroke in Inches
100 or less	1 1/2
101 to 150	2 1/2
151 to 200	4

Working Pressure 200
Pit Shut off Valve Rating 400 lps
MR Shut off Valve Rating N/A
OSV Tripping Speed N/A
Relief Valve Sealed? Yes ☒ No ☐ Maximum Centrifugal Pump Pressure N/A
Movement of Elevator with Rated Load in 15 Minutes NONE
(NOTE: Movement greater than 250 inch without proper justification is unacceptable)

Pressure Switch: Yes ☐ No ☒ Operational? ☒
Load Test Data Tag Attached: Yes ☒ No ☐

COCC Performing Test: Olis Elevator Company, CC 03-12731, 03/19/12
COCC Telephone Number 510-874-5115

CCC/M Performing Test
Printed Name Alvin L. Laver
Signature [Signature]
CCC/M Certification Number 173573 11-29-11
Address of Responsible Party [Signature]
Name of Responsible Party [Signature]
City of Responsible Party [Signature]
Phone Number of Responsible Party 94607

THIS PERMIT SHALL BE POSTED ON THE CONVEYANCE

DESCRIPTION:	PASSENGER	Owner's ID	#11	Power	HYDROELECTRIC	Type of Machine	HYDROELECTRIC
PERMISSIBLE:	LOAD	2000	Pounds	13	Persons	Inspector	JP415
LOCATION:	455 7TH ST	Street Address		OAKLAND	City or Town		
INSPECTION:	035811	Conveyance Number		06/08/2011	Date of Inspection	06/08/2012	Date Permit Expires



STATE OF CALIFORNIA
Department of Industrial Relations
Division of Occupational Safety & Health

California law requires that all conveyances shall have a valid permit posted conspicuously on the conveyance. (Labor Code Sections 7300-7324). Please detach your new permit at the dotted line and post on the conveyance. Retain this portion for your records.

Issue Date:	09/23/2011	Owners ID:	#11
Inspection Date:	06/08/2011	Location:	455 7TH ST OAKLAND, CA 94607
Conveyance Number:	035811	Permit Expires:	06/08/2012

CITY OF OAKLAND
 ATTN: GREG JOHNSON
 250 FRANK H OGAWA PLZ STE 1329
 OAKLAND CA 94612-2011

CONVEYANCE PERMIT



DOSH - ERT UNIT
 1515 CLAY ST., SUITE 1306
 OAKLAND, CA 94621
 RETURN SERVICE REQUESTED

PERMIT TO OPERATE A CONVEYANCE

Department of Industrial Relations
 Division of Occupational Safety and Health
 ELEVATOR, RIDE, AND TRAMWAY UNIT
 Bay Area District Office
 1515 Clay Street, Ste. # 1301
 Oakland, CA 94612
 Phone: 510-622-3026 Fax: 510-622-3045
 Email: bayareaelevator@dir.ca.gov

December 13, 2013

City of Oakland
 Attn: Walter Butler
 250 Frank Ogawa Plaza, Ste. 1329
 Oakland, CA 94612

DISPOSITION OF TAG ORDER	
SERVED IN PERSON ON	DATE 01/09/14
SERVED BY CERTIFIED MAIL ON	DATE
TAG ORDER SERVED & POLICEMAN SEALED ON	DATE 01/09/14
☒ FURTHER LEGAL ACTION INDICATED ☐ EXTENSION RECOMMENDED (SEE S-200) ☐ EMPLOYER COMPLIANCE ☐ ORDER SERVED	
ENGINEER <u>Jon Petri JPHS</u> DATE 01/09/14	

Upon an inspection and/or investigation on May 13, 2013, the Division has determined that Passenger Elevator, State Number 35811, located at 455 7th St., Oakland, is not in compliance with Title 8, Elevator Safety Orders, and is being operated without a valid permit.

NOTICE OF HEARING
 NOTICE IS HEREBY GIVEN THAT IF YOU SO REQUEST YOU WILL BE PROVIDED A HEARING OF THIS ORDER PROHIBITING USE ON THE VALIDITY OF THIS ORDER. IN THE EVENT THIS ORDER PROHIBITING USE HAS NOT BEEN REVOKED OR VACATED PRIOR THERETO, YOU ARE HEREBY NOTIFIED THAT YOU WILL BE PROVIDED A HEARING BY THE CHIEF OF THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH OR HIS DESIGNEE.

Hearing Requested: _____
 Date of Hearing at 10 a.m.: _____
 Location of Hearing: _____

DECLARATION OF SERVICE

AUTHORIZATION
 CHIEF OF THE DIVISION
 OCCUPATIONAL SAFETY & HEALTH
 Declaration of Service
 Copy left with: Arnel Garcia
 Order served by: Jon Petri - JPHS
 Date: 01/09/14
 David Henderson, Acting Senior Safety Engineer

NOTICE (Red Tags) prohibiting use were attached and shall not be removed except as authorized by the Division. The Labor Code prohibits use except with the Division's knowledge and permission. Contact the local elevator, ride and tramway unit office prior to removing tag or attempting repairs.

Standard, Order or Code Requirements & Description of Hazard Violated*

Inspector: J. Petri

Continued on next page

Address: 455 7th St., Oakland

REQUIREMENTS FOR Passenger Elevator NO. 35811 - CONTINUED

1. The machine room floor shall be kept clean and free from oil, grease, water, and dirt. § 3000(h) ; 3050(b)(4)

2. A metal, fiber or plastic tag shall be securely attached to the elevator pumping unit in the machine room, with lettering not less than 1/4 inch high on a contrasting background, indicating the Elevator State Number, the Elevator Company that conducted the load test and the Date of the load test. § 3071(j)

3. The liquid shall be removed from the pit and the pit shall be maintained in a dry condition. § 3016(e) ; 3053

4. The oil shall be removed from the elevator pit and the source of the oil shall be determined. All necessary repairs shall be made to correct the leakage of oil into the elevator pit. § 3016(e) ; 3053

5. The telephone in the elevator shall be made to operate as intended. § 3041(a) ; 3071(i)
6. The cause of the leaking oil the valves or piping or fittings shall be determined and corrected and drip pans cleaned. Title 8, 3068.

7. The liquid in the storage tank shall be brought up to the minimum permissible level. § 3069(a)

8. The car tops of the elevator shall be cleaned and kept free of oil or grease. Articles and materials not necessary for the maintenance or operation of the elevator shall not be stored or carried on the elevator car top. § 3000.0(h) : [REF. ASME 17.1 1206.2c ; 1206.5 (1996)]

It is further ordered that the aforesaid shall be corrected and you are admonished to prohibit the use and operation of the affected unsafe device until said conditions have been rectified; and the Legal Bureau and/or any employee of the Division are hereby authorized to attach notice of said prohibition to said unsafe device and to institute any civil or criminal proceedings in the Courts which may be necessary to adequately enforce this order.

DIVISION OF OCCUPATIONAL SAFETY AND HEALTH

for Debra Tudor
Principal Engineer
Elevator Unit

/lw



Bay Area District Office
1515 Clay Street, Suite 1306
Oakland, CA 94612

RETURN SERVICE REQUESTED

ELEVATOR UNIT INVOICE

CITY OF OAKLAND
250 FRANK H. OGAWA PLAZA, STE. 1329
OAKLAND, CA 946122010

Conveyance 455 7TH ST
Location: OAKLAND, CA 94607

Date: 10/03/2013

Total Due: \$ 675

Invoice Nbr	Inspect Date	Conveyance Nbr	Owner ID	Inspector	Inspect Fee
S 1132440 OA		035811	#11		\$ 675

Comments:

THIS INVOICE IS FOR AN ORDER PROHIBITING USE BASED ON NON-COMPLIANCE FOR THE INSPECTION HELD ON MAY 13, 2013. CONTINUED LACK OF COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN THE PRELIMINARY ORDER WILL CAUSE THE CONVEYANCE TO BE SHUT DOWN. ST# 035811

100% PENALTY FOR INVOICES NOT PAID WITHIN 60 DAYS. LABOR CODE SECTION 7314.
RETAIN THIS PORTION FOR YOUR RECORDS

PLEASE DETACH REMITTANCE PORTION AND RETURN WITH PAYMENT

ELEVATOR INVOICE REMITTANCE

Conveyance 455 7TH ST
Location: OAKLAND, CA 94607

Billed to: CITY OF OAKLAND

ATTN: GREGORY JOHNSON

250 FRANK H. OGAWA PLAZA, STE. 1329

OAKLAND, CA 946122010

If you would like to pay via electronic fund transfer or credit card, please go to:
<http://www.dir.ca.gov/dosh/> and have this invoice on-hand

Or, if you wish to pay by check:

RETURN THIS PORTION WITH PAYMENT TO:

Department of Industrial Relations (Accounting), PO Box 420603, San Francisco, CA 94142-0603

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH

* Reference Numbers indicate Labor Code or California Administration Code Sections

Inspection Complete

Yes

ON

Additional Requirements written

Yes

ON

Standard, Order or Code Section Violated *	Requirements and Description of Hazard

Notices of this order prohibiting use (**Red tags**) shall not be removed except as authorized by the Division. The Labor Code prohibits use except with the Division's knowledge and permission. Contact the local Elevator, Ride and Tramway Unit office prior to removing tag or attempting repairs.

Notice (*Red Tags*) prohibiting use were attached:

ON ☐ Yes ☒

Date _____

Order served by

Copy left with

DECLARATION OF SERVICE

AUTHORIZATION

Authorized Representative of the Division of Occupational
Safety and Health

CHIEF OF THE
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH

Arvel Garcia

Time: 00:30

500 # 32 000

Location of Hearing: _____

Date of Hearing at 10

Hearing Requested: ☐ Yes ☐ No

NOTICE IS HEREBY GIVEN THAT IF YOU SO REQUEST YOU WILL BE PROVIDED A HEARING OF THIS ORDER PROHIBITING USE ON THE VALIDITY OF THE ORDER IN THE EVENT THIS ORDER PROHIBITING USE HAS NOT BEEN REVOKED OR VACATED PRIOR THERETO. YOU ARE HEREBY NOTIFIED THAT YOU WILL BE PROVIDED A HEARING BY THE CHIEF OF THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH OR HIS/HER DESIGNEE.

NOTICE OF HEARING

THEREFORE USE IS PROHIBITED (California Labor Code): ☒ 7305, ☐ 7345, ☐ 7909

7345, 7909

number _____

Upon an inspection and/or investigation on -

located at -

the Division has determined that

TO:

ORDER PROHIBITING USE

ELEVATOR, RIDE AND TRAMWAY UNIT

DIVISION OF OCCUPATIONAL SAFETY AND HEALTH

DEPARTMENT OF INDUSTRIAL RELATIONS

STATE OF CALIFORNIA



Garcia, Arnel

From: Dream Ride Elevator [dreamrideeng1@aol.com]

Sent: Tuesday, January 14, 2014 9:55 AM

To: DLHenderson@dir.ca.gov

Cc: kurt@dreamrideelevator.com; Garcia, Arnel

Subject: Re: 455 7th Street Oakland - State #035811

Dave,

DRE has sold a new pump unit to the City of Oakland for the above referenced elevator. Once the repair is complete DRE will conduct a new load test and notify the state of the findings. Please give me a call at (707) 333-3126 with any questions.

Thank you,

Kurt Nelson

Vice President

Dream Ride Elevator

P: 707 745-1380

F: 707 745-1310

-----Original Message-----

From: Henderson, Dave@DIR <DLHenderson@dir.ca.gov>

To: 'Dream Ride Elevator' <dreamrideeng1@aol.com>

Cc: 'kurt@dreamrideelevator.com' <kurt@dreamrideelevator.com>

Sent: Thu, Jan 2, 2014 3:23 pm

Subject: RE: 455 7th Street Oakland - State #035811

Kurt

There is no 2008 load test on file. The last valid load test was performed in 2003.

A load test report was submitted in 2011 by OTIS. It should have been rejected for the same reason,

Relief valve set too high.

I am unsure why an Order Prohibiting Use was not issued at that time.

I also note that the Down Lowering Speed (full load) as noted in your report (12/17/13) is too high, max is 37.5 fpm (125% of rated speed).

Adjusting the Down Lowering Speed would bring the Overspeed valve into compliance, 110% - 140% of lowering speed.

David Henderson

Acting Senior Safety Engineer

Elevator Unit, Oakland

From: Dream Ride Elevator [mailto:dreamrideeng1@aol.com]

Sent: Tuesday, December 31, 2013 7:48 AM

To: Henderson, Dave@DIR

Cc: kurt@dreamrideelevator.com

Subject: 455 7th Street Oakland - State #035811

Dave,

Dream Ride Elevator would like to request a copy of the last five year hydraulic load test conducted for this elevator (2008). Please contact me at (707) 333-3126 to discuss this further.

Thank you,

2/26/2014

Kurt Nelson
Vice President
Dream Ride Elevator
P: 707 745-1380
F: 707 745-1310

Garcia, Arnel

From: Ivan Werblow [ivan@dreamrideelevator.com]
Sent: Tuesday, February 18, 2014 9:10 AM

To: Garcia, Arnel
Subject: Repair

Hello Arnel,

I apologize for the delay. We have had some trouble locating a small 3 phase motor for the pump unit. We have located one from a supplier in Illinois. It is on the way. It is the key component needed to complete the repair. It is unique because it is only 5hp and is submersible. We are working on it diligently. As soon as the motor hits the floor, I will give you a date. You are first in line, be assured.

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Thank You,

Ivan Werblow, President

Dream Ride Elevator



Department of Industrial Relations
Division of Occupational Safety and Health
ELEVATOR, RIDE, AND TRAMWAY UNIT
Bay Area District Office
1616 Clay Street, Suite 1306
Oakland, CA 94612
PH: (510) 622-3026 FX: (510) 622-3045

STATE OF CALIFORNIA DIVISION OF OCCUPATIONAL SAFETY AND HEALTH	
CONVEYANCE LOCATION	
Address: 455 7th Street	City: Oakland
Inspection Date: May 13, 2013	Zip: 94612
State No: 035811 (Page 1 of 2)	
Only one conveyance per form	
REQUIREMENT(S) COMPLETED	

Please list requirement number and resolution to requirement:

Req. # 1. Machine Room Floor	Solution: The machine room floor was cleaned. It will be kept free from oil, grease, water and dirt.	Cert: F90916
Req. # 2. Load Test	Solution: A load test conforming to the applicable requirements was conducted. The completed form is attached.	Cert: F90916
Req. # 3. Test Tag	Solution: A test tag conforming to the applicable requirements was attached to the elevator pumping unit.	Cert: F90916
Req. # 4. Liquid In Pit	Solution: The liquid was removed from the pit. The pit will be maintained in a dry condition.	Cert: F90916
Req. # 5. Oil In Pit	Solution: The oil was removed from the elevator pit. The source of the oil was determined and the necessary repairs were made to correct the leakage of oil into the elevator pit.	Cert: F90916
Req. # 6. Elevator Phone	Solution: The telephone in the elevator was made to operate as intended.	Cert: F90916
Req. # 7. Liquid Level	Solution: The liquid in the storage tank was brought up to the minimum permissible level.	Cert: F90916
SIGNATURES		
I hereby certify that the statement I have given herein is true and complete to the best of my knowledge. A false statement will be cause for voiding this notice of compliance and may cause reinstatement of accumulating fines from the original date of notification.		
Signature: <i>Paul Werblow</i>	Date: December 24, 2013	
(Printed Name) Paul Werblow	Phone Number: (707) 745-1380	

CC: Arnel Garcia
City of Oakland
E-mail: agarcia2@oaklandnet.com