

Dane County Contract Cover Sheet

Revised 06/2021

Res 086
Significant

Dept./Division	Multiple		
Vendor Name	Otis Elevator	MUNIS #	5930
Brief Contract Title/Description	Elevator Preventative Maintenance and Repairs - Group 2		
Contract Term	August 1, 2021 - December 31, 2022		
Contract Amount	\$101,898.00 + repairs as needed		

Contract # Admin will assign	14409
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Pete Patten	Name	Tim Callahan
Phone #	608-267-3523	Phone #	608-807-7026
Email	patten.peter@countyofdane.com	Email	timothy.callahan@otis.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 121052
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Multi	Org:		Obj:		Proj:	
	Year	2021	Org:		Obj:		Proj:	
			Org:		Obj:		Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res # 086
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2021

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by: Dan Lowndes - Risk Management	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Patten (Purchasing), Peter	Digitally signed by Patten (Purchasing), Peter Date: 2021.07.14 12:17:13 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 7/14/21	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, July 14, 2021 2:03 PM
To: Hicklin, Charles; Krohn, Margaret; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14409
Attachments: 14409.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles		
	Krohn, Margaret		Approve: 7/15/2021 7:54 AM
	Gault, David	Read: 7/14/2021 2:04 PM	Approve: 7/14/2021 2:05 PM
	Patten (Purchasing), Peter		Approve: 7/14/2021 2:56 PM
	Lowndes, Daniel	Read: 7/14/2021 2:06 PM	Approve: 7/14/2021 2:06 PM
	Stavn, Stephanie	Read: 7/14/2021 3:49 PM	
	Oby, Joe		

Contract #14409
Department: Multiple
Vendor: Otis Elevator
Contract Description: Elevator Preventative Maintenance & Repairs – Group 2 (Res 086)
Contract Term: 8/1/21 – 12/31/22
Contract Amount: \$101,898.00 + repairs as needed

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Thanks much,
Michelle

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

**2021 RES-086
AWARD OF CONTRACT FOR ELEVATOR & ESCALATOR SERVICES
GROUP 2**

The county has elevators and escalators at various facilities. To identify a service provider for Group 2 of these devices, the Purchasing Division issued RFP #121052. These facilities include: the Dane County Courthouse and the Airport.

Otis Elevator is the recommended vendor. The annual contract amount for an initial amount of \$101,898 plus costs of needed repairs. The initial term of the contract is from August 1, 2021 through December 31, 2022 with three one-year term extensions available upon mutual agreement by County and Otis Elevator.

THEREFORE BE IT RESOLVED that the County Board approves the award of a contract for elevator service to Otis Elevator, and the County Executive and County Clerk are authorized to execute the contract.

DANE COUNTY CONTRACT # 14409

Revised 06/2021



Department: Multiple
Provider: Otis Elevator Company
Expiration Date: December 31, 2022
Maximum Cost: \$101,898 + repairs

Registered Agent (if applicable): N/A
Registered Agent Address: N/A

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Otis Elevator Company (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 210 Martin Luther King Jr. Blvd., Room 425, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of Elevator Preventative Maintenance and repairs; and

WHEREAS PROVIDER, whose address is 3202 Progress Road, Madison, WI 53716, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. **TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. **SERVICES:**

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be

deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
- G. PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. inability of PROVIDER to perform the work provided for herein.

- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE & INDEMNIFICATION:

- A. PROVIDER shall indemnify and hold harmless COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses to the extent such Damage is solely caused by PROVIDER's negligence, willful misconduct, or material breach of the Contract, but not to the extent caused by others. PROVIDER's duty to indemnify does not include a duty to defend during the pendency of any claim or action as both parties shall defend themselves during the pendency of any claim or action.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products

and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- E. In no event will either party hold the other responsible for consequential damages of any kind.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading,

demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC)

that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and

whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

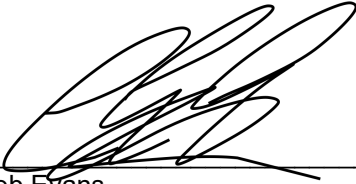
XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.



FOR PROVIDER:

15 July 2021

Caleb Evans
Branch Manager

Date Signed

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date Signed

Scott McDonell
Dane County Clerk

Date Signed

* [print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Services

- 1.0 GENERAL
 - 1.1 Contract Term, Renewal, and Termination
 - 1.2 Qualifications
 - 1.3 Personnel
 - 1.4 Security Procedures
 - 1.5 Notification & Procedures
 - 1.6 Management Audits
 - 1.7 Semiannual Performance Review
 - 1.8 Written Reports and Record Management Systems
 - 1.9 Notice to Repair or Replace
 - 1.10 Maintenance Documentation
 - 1.11 Required On-Site Documentation
 - 1.12 Required On-Site Maintenance Records
 - 1.13 Controllers, Wiring, and Wiring Diagrams
 - 1.14 Accident Reporting
 - 1.15 Diagnostic Equipment/Product Manuals
 - 1.16 Hazardous Materials
 - 1.17 Safety
 - 1.18 Waste Disposal
 - 1.19 Security Procedures and Clearance
- 2.0 TECHNICAL – GENERAL
 - 2.1 Minimum Requirements
 - 2.2 Acceptance
 - 2.3 Omissions
 - 2.4 Other Equipment or Services
 - 2.5 Minimum Inspection Frequency
- 3.0 TECHNICAL – MAINTENANCE SERVICES
 - 3.1 Maintenance Control Program
 - 3.2 General
 - 3.3 Code Requirements
 - 3.4 Examination
 - 3.5 Lubrication
 - 3.6 Adjustment
 - 3.7 Cleaning
 - 3.8 Painting
 - 3.9 Parts Replacement
 - 3.10 Repairs & Supplementary Repairs
 - 3.11 Periodic Tests
 - 3.12 Periodic Inspections
- 4.0 TECHNICAL – PERFORMANCE
 - 4.1 Sole Authority
 - 4.2 Performance Evaluation Criteria
 - 4.3 Performance Standards
- 5.0 EXCLUDED WORK
 - 5.1 Definitions
- 6.0 WORKING HOURS & ELEVATOR/ESCALATOR MAINTENANCE TASKS
 - 6.1 Working Hours
 - 6.2 General
 - 6.3 Elevator Maintenance Tasks
 - 6.4 Escalator Maintenance Tasks

1.0 GENERAL

1.1 Contract Term, Renewal and Termination

- A. The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for until December 31, 2022, with options by mutual agreement of the County and PROVIDER, to renew for three (3) additional one year terms.

These are not automatic extensions. PROVIDER performance may be taken into consideration in the decision by the contracting agencies and the Purchasing Division to either continue this contract into each of the three (3) optional renewal years or to terminate and re-bid this contract.

Term 1	August 1, 2021 – December 31, 2022
Term 2	January 1, 2023 – December 31, 2023 (Renewal Option)
Term 3	January 1, 2024 – December 31, 2024 (Renewal Option)
Term 4	January 1, 2025 – December 31, 2025 (Renewal Option)

- B. COUNTY may terminate the Contract with written notice if the Authorized Representative determines the level of service if, if recurring service problems exist, or if the PROVIDER materially fails to perform any of the obligations under this Agreement or Elevator Code. COUNTY shall be the sole judge of compliance.
- C. COUNTY may also terminate the Contract with written notice should Periodic Tests required by the SPS 318 Elevator Code and the Technical Specification be past the due date, or for failure to promptly correct elevator inspection violations resulting from the Periodic (annual) elevator inspections by the Compliance Date.

1.2 Qualifications

- A. PROVIDER bears complete responsibility for their employees obtaining the elevator mechanic credential, and shall also maintain the required WI Elevator PROVIDER' license in good standing.
- B. PROVIDER shall maintain a local service office within 15 miles of the City of Madison and demonstrate the ability to consistently meet the callback response times required in the Special Conditions.
- C. PROVIDER shall have a sufficient quantity of competent elevator mechanics on call in order to respond to callback service requests within one hour of receipt of call and to respond to simultaneous requests for service (callbacks) at three buildings.

1.3 Personnel

- A. All elevator maintenance and repair work shall be performed by qualified personnel supervised by PROVIDER. Subcontracting or assignment of maintenance responsibilities is not permitted without the advance authorization of the COUNTY representative.
- B. Such personnel must have been trained in the construction, maintenance, repair, inspection, or testing of the equipment on which they will be working. PROVIDER agrees to provide sufficient workers, equipment and materials for prompt and diligent execution of the work. The PROVIDER work force shall be equipped with the skills, tools and equipment, supplies, ongoing training to maintain and improve skills, and sufficiently equipped to properly troubleshoot and repair the elevators, all at no additional cost to the County.
- C. Apprentices and Temporary Mechanics (hereafter TM) can be assigned maintenance and repair work only with advance notification to COUNTY. The use of an Apprentice or Helper shall be under the direct supervision of a qualified elevator mechanic.
- D. If the assigned personnel do not meet the qualifications and/or do not perform satisfactorily then COUNTY can make reasonable requests to the PROVIDER to remove and assign qualified replacement personnel.

- E. PROVIDER shall provide personnel that use reasonable care in the performance of Elevator Maintenance Service. PROVIDER shall make reasonable efforts to ensure that personnel will work in harmony with County management and others.

1.4 Security Procedures

- A. A photo identification badge shall be issued by the PROVIDER to their employees, and shall be clearly displayed at shirt pocket height while on any COUNTY facility. Badges shall be provided by PROVIDER at PROVIDER's expense.
- B. PROVIDER employees shall comply with all new or existing security procedures, background checks, reasonable sign-in and sign-out procedures, etc.

1.5 Notification & Procedures

- A. Mandatory procedures: PROVIDER employees shall check in with each County representative or other designated contact upon arrival each time on site to be made aware of any reported problems that require immediate action and to schedule equipment out of service. Before leaving the premises, check out to advise of corrective actions taken or any work in progress.
- B. All regular and overtime Elevator Maintenance time shall be documented by a records management system. Billable special repairs and callbacks require that a physical time ticket shall be furnished at the time of each special repair or callback documenting labor hours on site, travel time, and parts used. Regular maintenance shall be documented by either time tickets or an internet-based records management system. The records management system shall be in addition to the required maintenance records in the machine rooms.
- C. PROVIDER shall schedule and coordinate the temporary removal of equipment from service for testing or other procedures 48 hours in advance with the Agency representative or designated representative whenever possible in order to minimize the disruption to normal building operations. Suitable barricades and signage acceptable to COUNTY shall be posted by PROVIDER where requested by the County representative, advising building occupants that a conveyance is out of service.
- D. The CCB, Courthouse, PSB, and Airport generally provide for parking, but is not guaranteed. PROVIDER shall utilize street parking for their vehicles, or the vehicles of their employees at the other locations.
- E. PROVIDER shall coordinate with the building managers at the following locations to determine an agreed upon recurring schedule and time for performing the required regularly occurring preventive maintenance visits.
 - 1. Dane County Courthouse – Elevators 6-7
 - 2. Dane County Airport – Escalators 1-4

1.6 Management Audits

- A. PROVIDER shall perform audits of the elevators by supervisory personnel to ensure compliance with the requirements of the Technical Specification, and share the written audit results with COUNTY.
- B. At least 50% of the elevators shall be audited in the first 12 months, with the remaining 50% in the subsequent 12 months.

1.7 Semiannual Performance Review

- A. The PROVIDER's Maintenance Supervisor and Sales Representative shall meet with the designated COUNTY representatives collectively every six months, or more frequently upon request.
- B. PROVIDER shall present a maintenance records summary report for review and discussion at each meeting. Reports shall include an analysis of callbacks and a summary of hours worked per building for various time periods. Meeting discussion

shall identify performance trends, promote feedback on performance, discuss scheduling pending preventive maintenance tasks, and review any outstanding recommendations or proposals.

- C. The format and content of the report shall be subject to the approval of COUNTY.
- D. Recommendations made by PROVIDER shall be followed up with written proposals where appropriate, and submitted on a timely basis.
- E. It is the PROVIDER's obligation to schedule the semiannual meetings.

1.8 Written Reports and Record Management Systems

- A. PROVIDER shall at any time during the term of this contract, upon the request of COUNTY or Contracting Agency:
 - a. Provide a report of inspections, repairs, callbacks, or replacements made by PROVIDER, itemized as to parts installed or services performed.
 - b. Provide an account of reported incidents or accidents investigated by PROVIDER.
 - c. Provide prompt written recommendations and pricing for elevator repairs or upgrades.
- B. Access to the PROVIDER's records management system, if available, should be setup and provided for County Departments, staff, and Contracting Agency as needed or requested by COUNTY.

1.9 Notice to Repair or Replace

- A. PROVIDER shall comply with the written recommendations of COUNTY, as well as periodic inspection reports by the Madison Fire Department or other Elevator Inspector licensed by the Wisconsin Department of Safety and Professional Services (DSPS).
- B. However, PROVIDER is not required to install new attachments on the equipment where they did not previously exist, without compensation.

1.10 Maintenance Documentation

- A. All regular and overtime Elevator Maintenance shall be documented by a records management system.
- B. Billable special repairs and callbacks require a physical time ticket documenting labor hours on site, travel time, and parts used, and shall be furnished at the time of each special repair or callback.
- C. Regular maintenance shall be documented by either time tickets or an internet-based records management system. The records management system shall be in addition to the required maintenance records in the machine rooms. Access shall be provided to COUNTY Purchasing, COUNTY representatives, and COUNTY's Consultants.

1.11 Required On-Site Documentation

Compliance with ASME A17.1-2016 Req. 8.6.1.2.2 On-Site Documentation is the sole responsibility of the Elevator Service Provider. Failure to comply with requirements defined in this specification and ASME A17.1-2016 as determined solely by COUNTY, shall be construed as failure to perform services required by this Agreement.

- A. On-site Documentation shall be written and permanently kept on-site and available to the specified personnel. On-site maintenance records shall be updated prior to the conclusion of any and all visits for repairs, maintenance, inspection, callbacks or testing.
- B. Procedures for inspections and tests not described in ASME A17.2 and unique procedures or methods required for elevator personnel.
- C. Written checkout procedures per Req. 8.6.1.2.2(c).

- D. It is stipulated that all on-site documentation shall become the property of COUNTY. The expiration or termination of the maintenance agreement does not allow the Elevator Service Provider to remove any on-site records.

1.12 Required On-Site Maintenance Records

- A. Compliance with ASME A17.1-2016 Req. 8.6.1.4.1 On-Site Maintenance Records is the sole responsibility of the Elevator Service Provider. Records shall be kept on-site for immediate viewing by elevator personnel in hard copy or in electronic format including the requirements of 8.6.1.4.1 as clarified by this specification. If in electronic format, Elevator Service Provider shall have any equipment required available for immediate viewing of electronic records in each machine room without password restricted access. Instruction for immediate viewing shall be posted on the controller.
- B. Maintenance Control Program Records shall document compliance with the maintenance tasks listed in the MCP, other tests, examinations and adjustments, and the specified scheduled intervals based on 8.6.1.2.1(e) shall be identified, published, and met.
 - a. A unique maintenance checklist subject to approval by COUNTY shall be kept in each machine room or control room.
 - b. Maintenance records shall be kept up to date, retained, and archived in the elevator machine room or control room, and made readily available to COUNTY and elevator inspectors or consultants at all times without charge.
 - c. Maintenance records in each machine or control room shall include the following activities at a minimum:
 - (a) Description of maintenance task performed, mechanic name and dates;
 - (b) Description and dates of examinations, tests, adjustments, repairs, and replacements;
 - (c) Description and dates of callbacks or reports that are reported to elevator personnel by any means, including corrective action taken.
 - (d) A minimum quarterly record of elevator telephone, alarm operation, emergency lighting, and door restrictor testing shall be included on the maintenance checklist. (Interval shall be at each inspection, if less than a scheduled quarterly frequency).
 - (e) Copies of all test reports
 - (f) Copies of the periodic (annual) inspection reports and re-inspection reports
- C. Repair and Replacement Records. The record of repair and replacement records shall be included in the on-site maintenance record.
- D. Callback Records: PROVIDER is required to keep all maintenance records in the machine room or control room for each elevator, reported trouble, dates, time, and corrective action(s) taken that are reported by any means to elevator personnel.
- E. Maintenance records shall be kept up to date, retained, and archived in the elevator machine room or control room, and made readily available to COUNTY and elevator inspectors or consultants at all times without charge. All maintenance records shall be the property of COUNTY. The expiration or termination of the maintenance agreement does not allow PROVIDER to remove any maintenance records.
- F. Record of Hydraulic Oil. A written record shall be kept accessible in the machine room of all hydraulic elevators, documenting the quantity of hydraulic fluid added to the system and emptied from leakage collection containers and pans.
 - a. Elevator Service Provider shall be solely responsible for compliance with the provisions of ASME A17.1-2016 Requirement 8.6.5.7, and SPS 318,1708 (2)(g) and recording oil level on a quarterly basis at a minimum, or at every servicing if

the contract interval is less than quarterly. Copies shall be made available to COUNTY without charge, as requested.

- b. When hydraulic fluid loss cannot be accounted for, subsequent testing required by Elevator Code shall be conducted without additional cost to COUNTY for elevators on Complete Maintenance.

- G. Each Periodic Test with specific Code reference shall be documented by a metal test tag on the controller and copies of all City of Madison Fire Department or WI DSPS test reports.

1.13 Controllers, Wiring, and Wiring Diagrams

- A. Up-to-date wiring diagrams detailing circuits of all electrical protective devices and critical operating circuits (ASME A17.1-2016 Req 8.6.1.2.2(a)) shall be available in the machinery space, machine room, control space, or control room.

- B. COUNTY will initially provide a set of elevator wiring diagrams, and PROVIDER shall copy or replace as their condition warrants without charge.

- C. All new electrical changes or modifications shall be incorporated onto the wiring diagrams, and following the modifications PROVIDER shall provide a second set of wiring diagrams containing all changes or modifications to COUNTY without charge.

- D. All wiring diagrams for each conveyance are to be considered the property of the Owner and shall not be removed from the premises.

1.14 Accident Reporting

- A. PROVIDER shall cooperate with COUNTY in complying with the accident reporting requirements of SPS 318.1013 Accident Reporting.

- B. It is understood and stipulated that PROVIDER upon becoming aware that an injury has occurred, will immediately remove the conveyance from service. PROVIDER shall also remove the conveyance from service if, in their opinion, the elevator becomes unsafe to operate.

- C. Next notify the designated COUNTY representative, upon becoming aware that an accident has occurred or that an unsafe condition exists.

- D. Offer assistance to COUNTY in providing the immediate telephone accident notification to the City of Madison or State of Wisconsin and submitting a written report within 48 hours.

- E. Prohibit repairs, adjustments, or removal of parts from the premises until the local Code authority grants permission.

1.15 Diagnostic Equipment/Product Manuals

- A. PROVIDER shall provide its maintenance personnel with the appropriate service tools, parts manuals, product information, etc. to enable PROVIDER to proficiently troubleshoot, diagnose, and maintain all equipment listed in Attachment A – Conveyance List.

- B. These tools and documentation provided by PROVIDER shall remain the property of PROVIDER and shall not be construed to obligate the PROVIDER to give, disclose, or in any manner transfer such tools to COUNTY.

- C. PROVIDER shall hold and save COUNTY and all PROVIDER Agencies, officers, agents, and employees harmless from liability due to patent or copyright infringement arising from the use of service tools, or in the performance of the maintenance work in any way.

1.16 Hazardous Materials

- A. PROVIDER shall furnish a Material Safety Data Sheet and proper labeling for each hazardous and non-hazardous chemical used in any COUNTY facility in compliance with OSHA Hazard Communication Standards and good elevator industry practices.
- B. All cleaning fluids, lubricants, and combustible fluids shall be kept to the minimum required for normal use and shall be kept in OSHA approved containers.
- C. Oily rags or wipers may be temporary stored in metal containers furnished by PROVIDER, however they shall not be allowed to accumulate and shall be emptied on a quarterly basis at a minimum.

1.17 Safety

- A. PROVIDER shall be solely responsible for initiating, instituting, enforcing, maintaining, and supervising all safety precautions and programs, which shall be in conformance with good industry standards and practices; and shall take all reasonable precautions for the safety of property, employees, visitors, and the general public.
- B. PROVIDER safety program shall meet or exceed the minimum safety standards of the Elevator Industry Field Employees' Safety Handbook, as written by the National Elevator Industry Safety Committee and available from Elevator World, Inc.
- C. PROVIDER shall be solely responsible for providing all safety training to their employees in compliance with State, Federal, or local requirements including, but not limited to, Lockout/Tag out, Electrical Safety, Mechanical Stored Energy, Hazardous Communication, Blood borne Pathogens, and Accessing Elevator Pits, Car Tops, and Confined Spaces.
- D. COUNTY reserves the right to request and review records documenting evidence of training received, and to require at no cost, that PROVIDER's personnel successfully complete training programs conducted by COUNTY, its affiliates, or agents.
- E. PROVIDER shall perform periodic audits of employees by supervisory personnel to ensure compliance with their safety training and policies.

1.18 Waste Disposal

- A. PROVIDER shall dispose of all waste products used for or generated by the elevators offsite, in full compliance with OSHA and EPA environmental laws, regulations, and guidelines.
- B. Waste products include, but are not limited to, cleaning compounds or fluids, waste cloths or wipers, lubricants, old parts, containers, oil absorbent or oil absorbent pads, waste oil, and other waste or debris.
- C. The disposal of waste products is not permitted in onsite building waste receptacles and dumpsters without prior approval of COUNTY.
- D. Any oil or hazardous waste must be legally disposed of offsite at PROVIDER's own expense. A documented audit trail must be provided to the COUNTY representative upon request for the disposal of hazardous waste and oil.

1.19 Security Procedures and Clearance

- A. Dane County Regional Airport
Prior to the start of work at Dane County Regional Airport, PROVIDER shall designate a "Signatory Authority" Representative authorized to request fingerprinting and the issuance of Airport identification badges for employees. The Signatory Authority Representative and each employee that will be working at the Airport shall undergo a fingerprint-based security assessment, as required by the Transportation Security Administration, and shall attend mandatory badge holder training. If escalators are the only conveyances being serviced, badging is not required. If a PROVIDER technician

will work on Airport elevators at the same time as the escalators, badging would be required.

Appointments for badging must be scheduled with the DCRA Badging Office at 608-661-6444 or badging@msnairport.com.

- B. Courthouse/Sheriff Department
PROVIDER must adhere to all Jail Access policies which may include background check and screening procedures.

Prior to the start of work at Dane County Courthouse, PROVIDER must complete the Jail Access Application. Upon review of the Application and any other screening procedures, security clearance will either be granted or denied to each PROVIDER staff member applying for access.

2.0 TECHNICAL - GENERAL

2.1 Minimum Requirements

- A. "Complete Maintenance" and "Examination and Lubrication" Service shall be in compliance with all requirements, terms, and conditions contained within this contract, which designates the minimum acceptable services.

2.2 Acceptance

- B. PROVIDER acknowledges that it has inspected and is familiar with the elevators, and that it agrees to accept the equipment in its existing condition.
- C. PROVIDER also assumes the sole responsibility for repairs and maintenance of all elevators covered under "Complete Maintenance" Elevator Maintenance Services. A listing of the elevator equipment (hereafter conveyances) is provided in Attachment A – Conveyance List.
- D. The terms PROVIDER, and Elevator Service Provider are interchangeable, and any reference to specification requirements shall be met by PROVIDER.

2.3 Omissions

- A. Any items omitted from the Technical Specification or General and Special Conditions that are reasonably considered to be necessary for the completion of "Complete Maintenance" Service shall be construed to be a part of this section, even if not directly referenced or specified.

2.4 Other Equipment or Services

- A. This Contract may be amended by COUNTY to add or delete elevator equipment (conveyances) due to occupancy, modernization, or for any other reason.
- B. Equipment additions and deletions and the subsequent price adjustments to this Contract shall be documented by addendum.
- C. COUNTY may amend this Contract to include additional services that are provided by PROVIDER on an as-needed basis throughout the term of the Contract, at additional cost to COUNTY.
- D. COUNTY reserves the right to solicit proposals and to hire other providers to perform work on conveyances that is not covered under this Contract, such as, but not limited to, modernization, upgrades, repairs, or non-covered labor or replacement parts. COUNTY also reserves the right to hire other providers for the installation or maintenance of new, modernized, or acquired equipment.

2.5 Minimum Inspection Frequency

- A. The minimum inspection frequency for all conveyances is shown Schedule B. The interval between inspections shall be evenly distributed. For example, if a monthly inspection is made on the 15th of the month, the next inspection should be within approximately one week of the 15th of the subsequent month.

- B. The elevator inspection frequency corresponding to the maintenance pricing is defined below.
 - a. EXAM & LUBE is Examination and Lubrication Service, with no callbacks included
 - b. COMPLETE MAINT is Complete Maintenance Service with 8 hour callbacks included
 - c. BIMONTHLY is Complete Maintenance Service with 8 hour callbacks included
 - d. QUARTERLY is Complete Maintenance Service with 8 hour callbacks included
 - e. SEMIANNUAL is Complete Maintenance Service with 8 hour callbacks included
- C. Failure to fulfill the stated minimum inspection frequency shall be construed as failure to perform the minimum services required by this Technical Specification.

3.0 TECHNICAL – MAINTENANCE SERVICES

3.1 Maintenance Control Program

- A. Maintenance Control Program (MCP) - A written Maintenance Control Program for each unit shall be provided by Elevator Service Provider to maintain each elevator in compliance with ASME A17.1-2016 requirement 8.6 and shall be located in the machine room or control room and viewable on-site by any elevator personnel at all times.
- B. The MCP shall include, but not be limited to, the Code required maintenance tasks, maintenance procedures, and examinations and tests list with the associated requirement (see 8.6.4 through 8.6.11). Where maintenance tasks, maintenance procedures, or examinations or tests have been revised in 8.6, the MCP shall be updated by Elevator Service Provider.
- C. The MCP shall reference On-Site Documentation (see 8.6.1.2.2) and On-Site Maintenance Records (see 8.6.1.4.1) that record the completion of all associated maintenance tasks specified in 8.6.1.4.1(a).
- D. The MCP shall specify examinations, tests, cleaning, lubrication, and adjustments of the conveyances at scheduled intervals and repairing or replacing all worn or defective components shall be identified and documented for each elevator based on:
 - a. Equipment age, condition, and accumulated wear
 - b. Design and inherent quality of the equipment
 - c. Usage
 - d. Environmental conditions
 - e. Improved technology
 - f. The manufacturer's recommendations for any SIL rated devices or circuits
 - g. The manufacturer's recommendations based on any ASME A17.1/CSA B44.7 approved components or functions.
- E. The specified intervals for examinations, tests, cleaning, lubrication, and adjustments of the conveyances shall be determined for all conveyances, whether on Complete Maintenance (CM) or Examination and Lubrication (E&L) service. Providing only a "Basic" level of inspections on Examination and Lubrication service is expressly prohibited.

3.2 General

- A. PROVIDER shall at the prescribed time interval at a minimum: examine, lubricate, perform adjustments, clean, paint, test, all conveyances, and shall repair or replace all worn or defective components due to ordinary wear.

- B. Shutdowns for callbacks and entrapments shall be minimized. Verifiable shutdown frequency shall be maintained at an average of three per unit or less over any 12 month interval.
- C. For conveyances on Complete Maintenance, PROVIDER shall absorb the cost of callbacks during regular working hours, except 5.0 Excluded Work.
- D. All work shall be performed promptly, completely, in a competent manner, free of defects, in conformance with good industry standards and practices, and shall conform to the original manufacturer's specifications.
- E. The PROVIDER shall furnish all trained personnel, tools and equipment; diagnostic and troubleshooting hardware, software, and technical product manuals; elevator software including archiving, updating, and replacement; lubricants, cleaning fluids and cleaning supplies; employee safety equipment and training; supervision, and other items required to perform work, whether or not expressly stated.

3.3 Code Requirements

- A. All work shall comply with the Elevator Codes in effect, currently the Wisconsin Administrative Code Chapter SPS 318 effective 6/1/2020 and ASME A17.1-2016 and their successor Codes when adopted in Wisconsin during the term of this Contract. Maintenance and testing services shall also comply with the A17.2 - 2014 Guide for Inspection of Elevators, Escalators, and Moving Walks, the ADAAG Americans with Disabilities Act Accessibility Guidelines, and the NFPA 70 National Electrical Code and NFPA 72 National Fire Alarm Code edition in effect at the time of installation or alteration.
- B. Section 8.6 of the ASME A17.1-2016 Safety Code for Elevators and Escalators is designated as the minimum standard for Maintenance, Repair, and Replacement on all elevators, which shall be maintained in accordance with Section 8.6.1 through 8.6.11.
- C. PROVIDER shall apply for any permits necessary for covered work and shall pay those permit and inspection fees, except for the periodic (annual) inspections, which will be paid by COUNTY. Reinspection fees due to deficiencies that are the responsibility of PROVIDER per terms of this MCP shall be paid by PROVIDER.
- D. PROVIDER shall acquire, pay for, and maintain any licenses currently or subsequently required for the company or their employees during the term of this Agreement, and keep them in good standing and effect for the duration of the Elevator Maintenance Services Contract.

3.4 Examination

- A. PROVIDER shall examine all components and systems per intervals established in the MCP for each conveyance. When deficiencies are observed during the examination of the elevators, PROVIDER shall proceed immediately with corrective action except for 5.0 Excluded Work. However it is stipulated that Exam and Lubrication service elevators require Agency authorization in order to proceed with non-covered work.
- B. PROVIDER shall immediately make repairs needed to correct existing malfunctions or potential malfunctions that can be determined by reasonable examination methods, and to be on call to make such repairs if and when malfunction or failure should occur.
- C. PROVIDER shall schedule and coordinate the temporary removal of equipment from service 48 hours in advance with the Agency representative or designated representative whenever possible in order to minimize the disruption to normal building operations. Failure to schedule non-emergency examinations, adjustments, or repair work may result in PROVIDER being denied access to perform such work until properly scheduled and approved by COUNTY.

- D. PROVIDER is encouraged to establish a regular service schedule for the CCB and Courthouse maintenance, such as 2nd and 4th Tuesdays of the month.

3.5 Lubrication

- A. Lubricate equipment at intervals recommended by the elevator manufacturer, or more frequently as dictated by use of the equipment.
- B. All parts of the machinery and equipment requiring lubrication shall be lubricated with lubricants equivalent to the type and grade recommended by the elevator manufacturer.
- C. All excess lubricant shall be cleaned from the equipment. Containers used to catch leakage shall not be allowed to overflow.
- D. All lubricants and cleaning compounds and materials shall be provided by PROVIDER for their use on all conveyances at no additional cost to COUNTY.
- E. Hydraulic fluid is included by PROVIDER for elevators on complete maintenance only.

3.6 Adjustment

- A. Adjustments shall be made to keep the elevators maintained per the manufacturer's specifications and good industry standards for performance.
- B. Trained employees of PROVIDER shall use reasonable care to keep the equipment in proper adjustment and in safe operating condition and to meet elevator code requirements.
- C. PROVIDER shall make or verify adjustments at regular intervals to maintain compliance with Section 4.3 Performance Standards.

3.7 Cleaning

- A. Maintain cars, machine rooms, car tops, hoistways, and equipment in these areas in a consistently clean condition at intervals established in the MCP.
- B. Keep hoistways clean of all accumulated dirt, grease, dust, etc., including counterweight, cable shackles, guide rails, divider beams, ledges, landing sills, fascia, and headers. PROVIDER shall maintain hoistway cleanliness throughout the year.
- C. Pits shall be kept clean of all accumulated dirt, grease, lint, trash, debris, etc., and shall not be used for storage.
- D. Cleaning compounds or fluids, wipers or rags, vacuum cleaners, brooms, mops, etc. shall be provided by PROVIDER for their use as required, at no additional cost to COUNTY.

3.8 Painting – this section applies to Complete Maintenance only

- A. Paint the equipment, including car tops, at intervals frequent enough to maintain a professional appearance, prevent rust, and preserve the equipment.
- B. Care shall be used in the painting of equipment to make certain that it does not interfere with the proper functioning of components.
- C. Floors in machine rooms shall be kept clean and painted.

3.9 Parts Replacement

- A. All parts or components shall be replaced when worn or defective as conditions warrant.
- B. Where a defective part directly affecting the safety of operation is identified, the equipment shall be taken out of service until the defective part has been adjusted, repaired, or replaced.

- C. PROVIDER shall promptly procure replacement parts either the same day, or delivered F.O.B. destination to any covered building within 24 hours. The cost of replacement parts including overnight freight charges as required and installation labor is included in the Complete Maintenance Bid price.
- D. PROVIDER shall immediately notify the designated Agency representative when any parts or components require repair or replacement, and in their judgment are excluded from coverage under this Contract. PROVIDER shall furnish a written price quotation on a prompt and timely basis, as a means of obtaining authorization to procure the required or requested parts. However, all repairs to the elevators must be performed promptly.
- E. COUNTY reserves the right to furnish any replacement parts not covered by the Contract.
- F. PROVIDER shall provide an extensive on-site inventory of common replacement parts specific for the equipment, stored in metal cabinets furnished by PROVIDER in machine rooms or control rooms OR in company vehicles for Complete Maintenance elevators. The selection of parts shall be sufficient for normal maintenance and repair of the equipment in order to provide efficient and proactive maintenance.
- G. Replacement parts shall be made with parts of at least equivalent material, strength, and design.
- H. Where a listed/certified device is replaced, the replacement shall be subject to the applicable engineering or type test as specified in ASME A17.5.
- I. Where a component in a listed/certified device is replaced, the replacement component shall be subject to the requirements of the applicable edition of ASME A17.5 and/or the engineering or type test in ASME A17.1-2016 Req 8.3. Each replacement component shall be plainly marked for identification in accordance with the certifying organization's procedures.

3.10 Repairs & Supplementary Repairs

- A. Care should be taken during operations such as torqueing, drilling, cutting, and welding to ensure that no component of the assembly is damaged or weakened so as to affect the safe operation of the equipment.
- B. Regular and overtime callback service shall proceed without interruption until complete and the elevator has been returned to service, upon the request of the Agency representative.
- C. CM ONLY - Repair work shall be pursued during regular working hours without interruption until complete. However, if overtime is authorized by the Agency representative or other authorized representative, work shall continue until the elevator has been returned to service.
- D. CM ONLY - For authorized repairs outside of normal business hours, PROVIDER may invoice COUNTY for time on site at the difference between the regular time and applicable overtime rates provided on the Cost Proposal.
- E. Should PROVIDER's examinations discover items which require repair and/or replacement and, in their judgment are excluded from coverage, PROVIDER shall immediately show the designated Agency representative or other designated representative such items whenever possible, in order to obtain authorization to proceed.
- F. COUNTY may authorize supplemental repairs at PROVIDER's proposed pricing or may at its discretion authorize such repair work to proceed on a time and material basis using the labor and material markup rates provided on the Cost Proposal.

- G. Supplemental repairs authorized in writing by COUNTY shall proceed without any deposit or prepayment due to PROVIDER. Payment shall be invoiced after completion; however PROVIDER may issue progress billings should the authorized work not be completed after 7 days. In the event of conflicting terms with PROVIDER's written proposals, the terms contained in this Contract shall govern.
- H. The billing rates for supplementary repairs, unless negotiated by PROVIDER and Agency, shall be the applicable regular and overtime rates provided by PROVIDER on the Cost Proposal. PROVIDER's employees shall provide COUNTY with copies of work orders documenting all time and material work and travel time, mileage, and other expenses at the time the work is done.

3.11 Periodic Tests

- A. Periodic tests of electric elevators, hydraulic elevators, vertical platform lifts and escalators shall be performed as required by the ASME A17.1, ASME A18.1 and SPS 318 elevator codes in effect. All associated costs shall be the responsibility of PROVIDER, who shall provide the following periodic tests at a minimum. Code references below are provided from the ASME A17.1-2016 code for convenience.

Electric Elevators:	8.6.4.19 Category 1	8.6.4.20 Category 5
Hydraulic Elevators:	8.6.5.14 Category 1	8.6.5.16 Category 5
Escalators:	8.6.8.15 Category 1	

- B. The Category 1 and Category 5 testing of all conveyances as required by ASME A17.1 2016, ASME A18.1 2017 and SPS 318, whether Complete Maintenance or Exam & Lube, is covered under this agreement.
- C. PROVIDER is responsible for providing suitable test weights where required, without additional cost to COUNTY. PROVIDER shall be held accountable for any damage incurred to building property, including damage to finished surfaces, such as car enclosures and elevator or building flooring resulting from the performance of testing. Such damage shall be repaired to the satisfaction of COUNTY at PROVIDER's expense.
- D. PROVIDER shall provide all test instruments, computers, software, manuals, and other tools or equipment for their own use as required to satisfy code requirements, at no additional cost to COUNTY.
- E. Periodic tests shall be completed proactively by the due date, typically 12 or 60 months from the date of previous testing. Any tests already due at the time of commencement of this Contract shall be performed within 45 days.
- F. Documentation - A metal tag shall be attached to the controller indicating the type of test completed, code references, and the date and company performing the tests in compliance with Elevator Code requirements. Written reports of tests shall be submitted to the Madison Fire Department and to the COUNTY Agency representative. A copy of all test reports shall be maintained in each machine room or control room.
- G. When hydraulic fluid loss cannot be accounted for, subsequent testing required by the Elevator Code shall be conducted without additional cost to COUNTY.

3.12 Periodic Inspections

- A. Fees for the initial periodic (annual) inspections as required by the current ASME A17.1 and SPS 318 elevator safety Codes are the responsibility of COUNTY.
- B. The PROVIDER shall promptly correct deficiencies cited by the Authority Having Jurisdiction (AJH) at the periodic inspections, at the PROVIDER's own expense, except for 5.0 Excluded Work.

- C. Reinspection fees due to deficiencies that are the responsibility of PROVIDER per terms of this Technical Specification shall be paid by PROVIDER.

4.0 TECHNICAL – PERFORMANCE

4.1 Sole Authority

- A. COUNTY shall have the final determination of all performance and performance standards at their sole discretion, and shall have full access to inspect PROVIDER's services at any time.
- B. COUNTY may monitor elevator performance at any time by utilizing employees, inspectors, consultants, insurance carriers, or others at their own expense, to insure that PROVIDER is performing in accordance with the terms of the Technical Specification. However, any inspection so made shall not relieve PROVIDER from any obligation to provide materials and workmanship strictly in compliance with this Contract.
- C. Such employees, inspectors, consultants, or insurance carriers may utilize generally accepted elevator industry maintenance guidelines when evaluating PROVIDER maintenance performance, including, but not limited to those published in the NEII-1 Building Transportation Standards and Guidelines by the National Elevator Industry, Inc.

4.2 Performance Evaluation Criteria

- A. Maintenance benchmarks or minimum performance levels have been established to quantify elevator performance. PROVIDER agrees to maintain the elevators to the following performance standards, as defined in this section. Minimum performance standards are also defined for each elevator in Performance Standards Chart below. It is acknowledged that longer door times may be requested at certain sites by the Agency representative, which will affect the door and floor-to-floor performance times.
- B. Speed –shall not vary from rated speed more than + 5% for traction, \pm 3% for static control equipment, and not more than + 10% for hydraulic installations, regardless of load.
- C. Elevator Performance (floor-to-floor) time – measured from the start of door close until the elevator is stopped level at the next successive floor, in either direction of travel, with the car doors approximately 3/4 open. Performance time is shown for a 12 ft. floor height. For floors that exceed 12 ft. from floor to floor, add the adjustment time shown in the next column in the Performance Standards Chart for each foot of net travel exceeding 12 ft.
- D. Door Open Time – measured from the start of doors opening until the doors are fully open, or nominally, until the doors are approximately 2” from fully open.
- E. Door Closing Time – measured from the start of doors closing until doors are fully closed.
- F. Door Closing Force – measured with the door at rest and between 1/3 and 2/3 closed. See ASME A17.2 Inspector's Guide for procedure. Door closing force shall not exceed 30 lbs.
- G. Floor Stopping Accuracy – The accessibility Code requires that the car sill initially stops within 1/2” of the landing sill vertically. Elevators with microprocessor control equipment shall stop within 3/8”. Stopping and leveling accuracy shall be measured and maintained under various loading conditions.

- H. Ride Quality and Acceleration – PROVIDER shall maintain a comfortable elevator ride with smooth start, acceleration, deceleration, stop, and change in rate of acceleration (jerk). Instruments such as a Maxton SafeTach performance meter may be used to evaluate ride.

- I. Noise – Although NEII performance standards include maximum noise levels in decibels, a subjective evaluation will serve to identify unusual or excessive noise for this MCP. There should be no perceptible hoistway noises audible inside the car enclosure as the elevator moves through the hoistway, within reason.

- J. Door operators and associated equipment shall be adjusted to NEII Performance Standards; however, the design limitations of the existing door operator shall be taken into consideration. PROVIDER shall maintain all door operator equipment and accessories including:
 - a. The doors should open and close smoothly, quietly, and without rumbling or slamming.
 - b. If nudging is furnished, the closing speed during nudging operation must meet Code requirements.
 - c. All installed door reopening devices should be fully functional or shall be renewed. Electronic devices should provide sufficient range to reverse door without physical contact.
 - d. Door closing kinetic energy and closing force must be within Code requirements, including when door reopening devices are rendered inoperative on Phase I Recall Operation.
 - e. Rattles, squeaks, or other noises in the door operation, including linkage, hangars, and closers should be corrected.
 - f. Mechanical pivots and fastenings of drive arms, clutch, or linkage should be free from excessive wear and properly lubricated.
 - g. Car and landing and door panel guides (gibs) not worn or loose. Sill or hangar safety retainers, if so equipped, shall be properly engaged.
 - h. Door or gate hangar sheaves and tracks shall be clean and lubricated. Rollers with flat spots and noisy or worn bearings renewed, and rough tracks shall be made smooth or replaced. Hangar safety retainers shall be maintained and renewed.
 - i. Up thrusts should be adjusted with minimum clearance to track to prevent the doors from jumping the track.
 - j. Hoistway door closers shall automatically return open doors to the fully closed and locked position throughout the door opening. Noisy reel closers shall be replaced.
 - k. Hoistway door interlocks and car gate switch or contact shall be maintained to ensure safe and reliable operation.
 - l. Hoistway door restrictors, where provided, shall be maintained to prevent the opening of car and hoistway doors outside of the landing zone. Door restrictors shall never be disabled.

4.3 Performance Standards – Dane County

Elevators	Equipment Type	Door Opening	Rated Speed (FPM)	Perf Time (sec)	Add Per ft >12 ft	Door Open (sec)	Door Close (sec)
Courthouse #1-4	Geared Traction	3'6" x 7'0" C/O	350	9.1	0.2	2.1	2.4
Courthouse #5	Geared Traction	3'6" x 7'0" 1SP	350	11.1	0.2	3.1	4.0
Courthouse #6-7	Geared Traction	3'6" x 7'0" 1SP	350	11.1	0.2	3.1	4.0
Courthouse #8	Direct Hydraulic	4'0" x 7'0" 2SP	100	17.5	0.6	2.8	3.5
Dane County Airport Escalators	Chained	N/A	N/A	N/A	N/A	N/A	N/A

5.0 EXCLUDED WORK

5.1 Definitions

- A. PROVIDER is not responsible for excluded work shown below. However, PROVIDER must obtain authorization from the designated Agency representative for parts and labor that in their judgment is excluded from coverage under this Contract. For such callbacks and supplemental repairs, PROVIDER's responding mechanic must physically show the affected components to the Agency representative whenever possible, at the time of the incident or callback. Excluded parts and labor shall generally be provided in addition to the Contract price, using the applicable classification and corresponding rate schedule provided on the Cost Proposal.
- a. Adjustments, repairs, or replacements necessitated by vandalism, negligence, or misuse of the equipment by anyone other than PROVIDER, their employees, or agents.
 - b. The repair, refinishing, or replacement of car and hoistway door panels, car door sills, car gates, or hoistway entrance frames and sills. However, PROVIDER shall repair damage to door(s), and car enclosure finishes when caused by improper adjustment or maintenance of the equipment.
 - c. Car enclosure panels and finishes, car ceilings, lamps for car illumination, and car finish flooring.
 - d. Hoistway and machine room enclosures, lighting, heating, ventilation, and sprinklers.
 - e. Mainline and emergency power disconnect switches and associated fuses, and feeders to terminals on each elevator controller. However, it is stipulated that regular time callback service necessitated by the Elevators failing to function properly after Agency's testing of emergency power systems is included on Complete Maintenance at no additional cost to COUNTY.
 - f. Underground hydraulic cylinders and buried hydraulic pressure line piping.
 - g. Fire alarm initiating devices in elevator lobbies, machine rooms, and hoistways. Sprinklers and associated heat detectors and shunt trip power modules.
 - h. Pit or machine room sump pumps and drains.
 - i. Fire extinguishers in machine rooms.
 - j. Telephone service to terminals on elevator controller.
 - k. Obsolescence: If original equipment manufacturer components or parts are no longer available, PROVIDER shall furnish a reasonable substitute for the original equipment manufacturer parts of equal quality, or provide rebuilt components. For the purpose of this Contract, obsolescence shall be defined as the unavailability of required new, substitute, or reconditioned replacement parts, from both the manufacturer and third-party market sources. Where replacement parts for discontinued products are still available for purchase, those associated parts and all labor are included. Should required parts be unavailable and no direct substitute is available (for example changes required for a new AC or DC drive),

then the component may be considered to be obsolete. No other consideration shall be given in regard to obsolescence of parts, components, or systems.

6.0 WORKING HOURS & ELEVATOR/ESCALATOR MAINTENANCE TASKS

6.1 Working Hours

- A. Scheduled elevator maintenance is to be performed during regular working hours of IUEC regular working days, hereby designated as 7:00 A.M. to 3:30 P.M. Monday-Friday.
- B. Callback service during regular working hours is included in Complete Maintenance.
- C. Scheduled escalator maintenance shall also be performed during regular working hours.

6.2 General

- A. If deficiencies are observed during the examination and testing of the elevators, PROVIDER shall proceed immediately with corrective action except for 5.0 Excluded Work.
- B. Complete Maintenance - The following listing of Elevator Maintenance Tasks is required and applies to elevators on Complete Maintenance. It is not intended to be all inclusive, and PROVIDER recognizes that numerous additional services are required per good industry standards and practices, and in order to comply with elevator Code requirements and Section 4.3 of Schedule A – Performance Standards.
- C. The minimum frequency is indicated in parenthesis. Your MCP may designate shorter inspection frequencies for various elevators due to conditions indicated in Section 3.1.
- D. Examination and Lubrication service - For conveyances on Examination and Lubrication service, this section shall not require parts replacement unless otherwise required in Section 3, nor more frequent inspections than the minimum frequency listed on the maintenance pricing page dictates. PROVIDER shall work in the general maintenance tasks and procedures at reasonable intervals considering the minimum inspection frequency listed on the maintenance pricing page.

6.3 Elevator Maintenance Tasks (Minimum CM Frequency in parentheses)

A. General Maintenance Procedures

- a. At the prescribed minimum frequency (time interval), ride each elevator and perform a general safety inspection, checking initial floor stops in both directions of travel, brake operation (if applicable), releveling, door operation, ride quality, and make adjustments as required for consistent and smooth operation. (Each inspection)
- b. At the prescribed minimum frequency (time interval), inspect signal fixtures, including position indicators, call registration pushbuttons, car or hall lanterns, and the operation of all accessibility devices required by ICC/ANSI A117.1, SPS 69, ADAAG 4.10, and ADAAG 4.13. Make adjustments, repairs, replacements or other corrections. (Each inspection)
- c. Firefighters' service operation shall be exercised quarterly on all applicable units and the findings documented in the machine room or control room. (Quarterly)

B. Machine Rooms

Maintain elevator machine rooms, including controllers and drives, machines, motors, motor generators, brakes, suspension ropes, drive and secondary sheaves, sheave liners, selectors and tapes or ropes, and governors.

- a. Proactively examine traction machines for unusual sounds, heat, or improper operation, and make corrections. Maintain, lubricate, and renew bearings, worms, gears, gearboxes and reduction units, coupling pins and bushings, drive sheaves and sheave cable grooves, cable sheave liners, lubricating chains, machine brake,

rope gripper, or other emergency brake. Check oil levels, repair leaks, empty drip pans, lubricate bearings, replace seals and gaskets as required. (Semiannual)

- b. Verify proper oil level in machine. Drain, flush, clean, and replace machine gear case oil at three year intervals or otherwise at manufacturer's recommended intervals if containing synthetic oil. (Annual)
- c. Motors and motor generators shall have resistance periodically measured and recorded. Blow out or otherwise clean to remove carbon dust, and renew or maintain insulation resistance at minimum 2 meg ohms. For readings < .5 meg ohms, armature or other components shall be steam cleaned, baked, and reinsulated. All armatures and windings, field coils and interpoles, bearings, rotating elements, commutators, filters, fans, blowers, brushes, and brush holders shall be cleaned and renewed or rewound as required. Rotating parts shall be properly aligned within the manufacturer's design tolerances. (Semiannual)
- d. Machine brakes shall be inspected, cleaned, lubricated, adjusted, tested, or otherwise renewed. DC brake solenoids shall be disassembled, inspected, cleaned, lubricated, adjusted on an annual basis at a minimum, and documented in the maintenance record. Observe operation frequently for proper stopping accuracy in both up and down directions. Clean, inspect, and renew brake cores, sleeves or core liners, coils, pivot pins, solenoids, brake switch, springs, brake switch, and shoe linings. (Annual) All machine brakes shall be tested to safely lower, stop, and hold the elevator car with a 125% capacity load at the time of each Category 5 test, at a minimum.
- e. Maintain controllers, selectors, and dispatching equipment per equipment manufacturer's specifications, renew worn or defective components. Disassemble, clean, and adjust power contactors and other relays or components, and proactively replace worn, burned, or defective contacts, shunts or leads, arc shields, fuses, relays, coils, springs, cams, resistors, switches, transformers, transducers, condensers, power supplies, amplifiers, dashpots, timing devices, overloads, rectifiers, wiring, printed circuit boards and connectors, other solid state or electronic components, or any other devices as required. Severe arcing shall be corrected. Temporary wiring shall not be used. Renew all controller fans and air filters. Clean controller cabinet, install covers. Replacements for all fuses and controller contacts shall be available in the machine room or company vehicle. (Bimonthly)
- f. Batteries for emergency lighting, emergency lowering, telephone, processors, or other batteries shall be examined and inspected, circuits tested and charger output recorded. Maintain and renew batteries, battery chargers, monitors, and all other components as required. (Quarterly)
- g. Verify the operation of group or supervisory systems and make adjustments as required at intervals to insure all circuits and settings are properly adjusted to minimize control system response time for car and hall calls. (Semiannual)
- h. Machine and control rooms shall be kept clean, floors painted, and trash and debris removed. All covers and labeling shall be in place. Replacement parts shall be provided and organized. (Semiannual)
- i. Callback service and repairs necessary during regular working hours should the elevators fail to function properly after Agency's testing of emergency power systems, is included at no additional cost. (Upon request)
- j. Devices for ascending car overspeed and unintended car movement protection where provided shall be maintained, renewed and periodically tested. (Annual)
- k. Maintain or renew hydraulic power units and components, including control valves and manifolds, O-rings and gaskets, strainers, springs, pumps, motors, V-belts, mufflers and sound isolation couplings, hoses, shutoff valves, pipe or pressure line and fittings, power unit reservoir, etc. for proper operation and to prevent leakage, which shall not be permitted to accumulate. (Semiannual)
- l. PROVIDER shall monitor and maintain the hydraulic fluid level in the power unit reservoir (Quarterly). PROVIDER shall immediately investigate and correct any loss of hydraulic fluid. Loss of hydraulic fluid that cannot be accounted for

shall result in PROVIDER removing the equipment from service and promptly conducting leak down and pressure tests as specified in ASME A17.1-2016, Reg 8.11.3.2 at no additional cost to COUNTY for Complete Maintenance only.

C. Pits

- a. Maintain and renew equipment in elevator pits, including spring and oil buffers, buffer oil, buffer switches, limit and leveling switches, traveling cables and attachments, selector cable and sheaves, compensation and guides, steel tapes, guides and fastenings; and governor tension sheave assembly, etc. (Quarterly)
- b. Bottom of car equipment shall be examined, cleaned, and lubricated where required including platform isolation, load weighing switches, roller or sliding guides, safety and safety switch, pivots, and linkage, and under car light and receptacles, where provided. (Quarterly)
- c. Pits shall be kept clean of all accumulated dirt, grease, lint, trash, debris, etc., and shall not be used for storage. (Quarterly)
- d. Monitor and renew plunger jack packings and seals and means to collect leakage. The jack packing gland or drip ring shall be kept clear of foreign matter. Excessive jack packing leakage shall be corrected and packings or seals, guide bearings, packing glands, pressure line fittings, seals, or gaskets, synchronization ropes or sheaves, and exposed piping, renewed. (Semiannual)
- e. Maintain automatic oil return systems, where provided; keep in working order and renew or replace with closed container not exceeding 5 gallons upon failure. (Semiannual)

D. Cars

- a. Stopping accuracy shall be monitored and maintained at plus or minus 1/4", regardless of load conditions. (Monthly)
- b. Inspect and repair or replace all worn, damaged, or missing signal fixtures and components in car including but not limited to buttons, lenses, arrows, button caps and inserts, Braille, lamps and LED's, lenses, jewels, key switches, key bezels or collars, and audible signals. Button lamps in the same car or hall station shall be of the same color and brightness, and pushbutton and position indicator lamps must illuminate brightly enough to be readily detected by passengers. (Bimonthly)
- c. Regularly test, renew, and keep the elevator communications system in working order, including renewing hands-free elevator telephones, intercoms in car enclosures, alarm buttons, and all associated wiring back to the elevator controllers. Document regular testing on maintenance check chart. (Quarterly)
- d. Maintain car ventilation, handrail fastenings, and emergency lighting. (Quarterly)
- e. Maintain all door operator equipment, door reopening devices, keep car door operation adjusted for optimum performance. Ensure that door closing kinetic energy, door closing speeds, and closing force are maintained within Code requirements including on Firefighters' Operation. (Quarterly)

E. Car Tops, and Hoistways

- a. Maintain cars and hoistways including guide rails, pits, car tops, and equipment in these areas in a consistently clean condition. (Quarterly)
- b. Periodically inspect, maintain, and renew wire rope suspension or governor ropes (SWR's) or coated steel belts (CSB), fastenings, compounding or deflector sheaves, sheave supports, idler sheaves and bearings, governor, sheaves, wire seals, and shaft assemblies; cable guards, shackle non-rotation cables, compensation ropes, chains, or cables.
- c. Clean wire ropes to permit inspection, maintain proper tension and sheave traction, maintain and shorten ropes to provide adequate counterweight runby per good industry practices and elevator code requirements. If one suspension rope or belt is worn beyond the manufacturer's specifications, is fretted, or is damaged to require replacement, the entire set shall be replaced. A legible metal tag shall be attached to one of the wire rope or belt fastenings conforming to ASME A17.1-

2016 2.20.2.2. Lubricate suspension ropes and check equalization at least annually, keep governor ropes free of lubricants. Where suspension ropes are replaced, check drive sheave cable grooves for shape and equal depth. Regroove or replace sheaves and sheave liners as required to promote the long service life of new wire ropes. (Annual)

- d. Clean machinery spaces and equipment located therein, check operation of sheaves and ropes, lubricate sheave bearings as required, verify operation of emergency stop switch, lighting, and receptacles. (Semiannual)
- e. Keep hoistways clean of all accumulated dirt, grease, dust, etc., including counterweight, cable shackles, divider beams, ledges, landing sills, fascia, and headers. PROVIDER shall maintain hoistway cleanliness throughout the year. Keep the car and counterweight guide rails clean of lint and lubricant free, or where sliding type guide shoes are used, properly lubricated without excess lubricant. Adjust compensation fastenings and guides. (Quarterly)
- f. Clean top of car, check, adjust, and renew all devices, including roller or slide guides, switches, top of car lights and receptacles, inspection station, selectors and tape readers, fans and blowers, cab stabilizers, etc. Maintain emergency car exits in closed position, locked from the car top. Car tops shall be kept free of oil, dirt, and rubbish, and shall not be used for storing lubricants, spare parts, tools, or other items. (Quarterly)
- g. Maintain and renew all landing and car door or gate components to ensure both the safe operation and the smooth and quiet door performance. Maintain the clearances between door panels, door frames, hoistway enclosure, and sills. Maintain and renew car and/or hoistway door restrictors and safety retainers and secondary retainers. Clean, lubricate, adjust, and where required, renew all components for door operators, car and hoistway door hangars, car door clutch, interlocks, closers, relating cables, drive arms and linkages, belts, chains, brushes, cams, switches, sprockets, rollers, upthrusts, gibs, hangars and hangar tracks, hoistway door astragals, non-vision wings, door reopening devices, and car gate switches. (Quarterly)

F. Outside Hoistway

- a. Inspect lobby call stations and repair or replace all worn, damaged, or missing components including, but not limited to buttons, button caps and inserts, lamps and LED's, jewels, key switches, and key bezels or collars. Lamps in the same hall stations at a landing shall be of the same color and brightness. (Bimonthly)
- b. Renew devices in lobby position indicators including lenses, digital display and drivers. (Quarterly)
- c. Devices in Lobby Status Panels or informational displays located in lobby or Fire Command Center are to be checked for normal operation and all components and wiring repaired or replaced as necessary to restore proper operation. (Semiannual)
- d. Hoistway access switches, where provided, shall be maintained. (Semiannual)

6.3 Elevator Maintenance Tasks (Minimum CM Frequency in parentheses)

A. General Maintenance Procedures

At the minimum monthly inspection frequency (time interval) prescribed on the maintenance pricing page, an exterior inspection of the escalator shall be made. Maintenance shall include, but not be limited to, the maintenance tasks listed.

Exterior inspection shall include riding each escalator and performing a general safety inspection, listening for unusual noises, observing ride characteristics, step-skirt clearances, skirt panels, balustrades, decking, trim, and fasteners, handrails and handrail operation, comb plates, and lighting. Adjustments shall be made as required for consistent and smooth operation of the escalators.

Maintenance tasks shall be scheduled and coordinated with only one (1) pair of escalators being taken out of service each month. Escalator pairs are identified as North and South.

Completed maintenance tasks shall be logged in the on-site maintenance records at the completion of each visit as required by this Agreement and State and local codes.

- B.** The following tasks, inspections and tests shall be made as often as needed, but on an interval no less than indicated. Corrective repairs shall be made where deficiencies are identified.
- a. Landing floor plates shall be flush with the floor and properly secured in place. (Monthly)
 - b. Combplates shall properly engage with step treads. Broken teeth and missing fasteners shall be replaced. Where two adjacent teeth are missing, the escalator shall be removed from operation until the necessary repairs are completed. (Monthly)
 - c. Inspect steps for broken step treads or risers, tracking, and alignment with comb plates. (Monthly)
 - d. Verify operation of stop switches, access cover audible signals, and keyed start switches. (Monthly)
 - e. Ensure that handrail entry devices are in place and properly adjusted. (Monthly)
 - f. Inspect handrails for wear or cracks, especially at splices. Renew handrails and associated components as required. (Bimonthly)
 - g. Check demarcation and comb plate lighting, which shall remain on whenever the escalator is in service. Renew where required. (Bimonthly)
 - h. Inspect caution signs, missing or damaged signs shall be replaced. (Quarterly)
 - i. Inspect skirt panels, damaged skirt panels shall be replaced or repaired. (Quarterly)
 - j. Balustrade panels and decking shall be flush with no sharp edges or excessive gaps and moldings shall be flush with no loose or missing fasteners. Replace damaged balustrades. (Quarterly)
 - k. Keep escalators properly lubricated at all times, wipe up oil from steps or floor plates. (Quarterly)
 - l. Inspect controller, including all relays, printed circuit boards and connections, and other components. (Quarterly)
 - m. Inspect step rollers and bearings, step chains, axle bushings, and renew worn or noisy equipment for quiet and smooth operation. (Quarterly)
 - n. Tighten loose ceiling intersection guards, those damaged or missing shall be renewed by Owner. (Quarterly)
 - o. Inspect, adjust, lubricate, and where required, promptly renew or rebuild machine drives and gear reducers, drive chains, sprockets, sprocket teeth, and gears. Tension and renew sprocket bearings, newel bearings, drive chains, and belts. Check for proper lubrication. (Quarterly)
 - p. Remove balustrade panels to inspect handrail roller and guide assemblies, adjust spring tension, check drive chains and belts, pulley, and fastenings. (Semi-annually)
 - q. Test all skirt obstruction switches for proper operation. (Semi-Annually)
 - r. Check machine and motor operation. Clean motor and gear case, lubricate motor bearings. Change gear case oil at frequency consistent with

manufacturer's specifications and replace leaking seals. Inspect overspeed governor, where provided. (Semi-annually)

- s. Combplate impact devices shall be tested to verify proper operation. (Annually)
- t. Verify handrail speed, tension, speed monitoring device stall alarm and switch. (Annually)
- u. The interiors of escalators and their components shall be cleaned to prevent an accumulation of oil, grease, lint, dirt, or refuse. An examination with partial step removal to determine if cleaning is necessary shall be required at least once a year. Accumulation of lubricants, lint, dirt, debris, etc shall be removed and pits and drip pans kept clean. Install suitable barricade and flooring protection at each landing prior to performing maintenance. (Annually)
- v. Inspect main drive shaft brake, maintain torque within manufacturer's specifications, and adjust as needed. Verify brake stopping distance. (Annually)
- w. Measure step-skirt and loaded gap clearances, make adjustments as required to maintain compliance with Elevator Code. (Annually)
- x. Test function of missing step device and step up thrust device. (Annually)
- y. Measure and record voltage to escalator controller. (Annually)
- z. Perform all required annual tests, then complete and distribute Periodic Escalator Test report, provide tag in lower wellway marked with company performing test and date of test. Testing shall include Step/skirt Performance Index and Loaded Gap. All adjustments for compliance with Category One Periodic Tests shall be made as part of this Agreement. (Annually).

SCHEDULE B

Pricing Structure and Payment

Invoices/Payment:

PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

Billing Procedures

- A. Pricing shall include all labor, traveling time, transportation and travel expenses, replacement parts or other materials, delivery charges, mileage, cartage, parking, supplies, supervision, tools and equipment, and any other costs to furnish Elevator Maintenance Services.
- B. All invoices shall comply with the pricing and markups established by this COUNTY contract.
- C. An invoice shall be issued and emailed to the Dane County invoice email address found on the Bill To section of the Dane County purchase order issued for each location. The invoicing format shall be subject to change at any time as subsequently requested by Dane County.
- D. Maintenance shall be billed on a quarterly basis as indicated below:
 - a. March 31st (for maintenance performed and completed January 1 – March 31)
 - b. June 30th (for maintenance performed and completed April 1 – June 30)
 - c. September 30th (for maintenance performed and completed July 1 – September 30)
 - d. December 31st (for maintenance performed and completed October 1 – December 31)
- E. All invoices must be itemized and contain the following information:
 - a. PROVIDER's name
 - b. Remit to address
 - c. Dane County Purchase Order number
 - d. Service location, including street address, building or department name
 - e. The building Elevator Number, DSPS State Registration Tag Number, and Regulated Object ID number on which the work was performed
 - f. Time period of the services invoiced
 - g. Inspection frequency as required by the contract
 - h. Description of service provided
 - i. Price per the contract, itemized so that the service and cost can be readily identified as being a part of this Contract
 - j. A copy of all time tickets as proof that maintenance services have been provided – attached to each invoice for each location.
- F. All invoices for Other services, including callbacks or repairs must specify the following:
 - a. Date of service, time of arrival and departure
 - b. A complete description of the services provided
 - c. A complete breakdown of number of labor hours
 - d. The applicable hourly labor rate(s)
 - e. Individual parts prices and manufacturer's part number
 - f. Copy of invoice(s) for replacement parts and materials
 - g. Copy of invoice(s) for equipment rental charges and markup (if applicable)
 - h. Copy of sub PROVIDER's invoice (if applicable). Note: no markup allowed
 - i. Name of County's representative that authorized the service
- G. Only properly submitted invoices will be processed for payment. Any invoice failing to comply with these provisions may be returned for correction and reissue.

- H. COUNTY expressly reserves the right to reduce the maintenance premium for any upcoming quarter in proportion to the number of maintenance visits missed in the previous quarter.
- I. COUNTY shall not be responsible for paying any general charges, including but not limited to 'sundries', 'miscellaneous parts charge' or transportation, fuel, or other fees or surcharges.
- J. An electronic copy of the PROVIDER's time ticket shall be provided within 48 hours of each special, callback or repair service to match up with the subsequent invoice.
- K. Overtime is generally not included and any billable overtime must be expressly authorized in advance by the designated COUNTY representative. It is agreed that charges for unauthorized overtime will not be considered legitimate and may not be paid.
- L. PROVIDER shall provide an electronic report on approximately the first of each month of all callbacks taking place the prior month. Report may be delivered to the designated COUNTY representative by email or fax. Printouts shall contain detailed callback information, repairs, testing, and entrapments. If PROVIDER has callback reports available via an internet records management system, PROVIDER shall set up the quarterly reporting upon request.
- M. The elevator inspection frequency corresponding to the maintenance pricing is defined below:
 - a. EXAM & LUBE is Examination and Lubrication Service, with no callbacks included
 - b. COMPLETE MAINT is Complete Maintenance Service with 8 hour callbacks included
 - c. BIMONTHLY is Complete Maintenance Service with 8 hour callbacks included
 - d. QUARTERLY is Complete Maintenance Service with 8 hour callbacks included
 - e. SEMIANNUAL is Complete Maintenance Service with 8 hour callbacks included
- N. If COUNTY elects to bill quarterly in advance for maintenance services, a 1% discount will be applied. COUNTY reserves the right to choose between billing quarterly in advance or billing quarterly in arrears at any point in time during the term of this contract.

Term 1 SUMMARY TOTALS August 1, 2021 – December 31, 2022	
NOTE: The initial quarterly invoices shall be pro-rated to account for 2 months only	
All Departments - Monthly Total	\$5,994.00
All Departments - Quarterly Total	\$17,982.00
All Departments - Term Total (August 1, 2021 - December 31, 2022)	\$101.898.00

Term 1 REPAIR RATES August 1, 2021 – December 31, 2022		
Term 1 REPAIR RATES	Single	Team
Regular Time	200.00	360.00
Overtime	340.00	720.00
Sundays/Holidays	400.00	720.00

FUTURE PRICING Upon mutual agreement by County and Provider to extend to next Term	
Term	% Increase
2	2.50%
3	2.85%
4	2.85%

Facilities Management	ROID	MANUF	SERVICE TYPE	MIN. FREQUENCY	Term 1
Courthouse #1	994666	Kone	COMPLETE MAINT	MONTHLY (12)	\$382.00
Courthouse #2	994667	Kone	COMPLETE MAINT	MONTHLY (12)	\$382.00
Courthouse #3	994668	Kone	COMPLETE MAINT	MONTHLY (12)	\$382.00
Courthouse #4	994669	Kone	COMPLETE MAINT	MONTHLY (12)	\$382.00
Courthouse #5	1003063	Kone	COMPLETE MAINT	MONTHLY (12)	\$382.00
Courthouse #6 C/D	1003064	Kone	COMPLETE MAINT	MONTHLY (12)	\$382.00
Courthouse #7 A/B	1003065	Kone	COMPLETE MAINT	MONTHLY (12)	\$382.00
Courthouse #8	972435	Kone	COMPLETE MAINT	MONTHLY (12)	\$201.00
Courthouse #9	1029254	Garaventa	EXAM & LUBE	SEMIANNUAL (2)	\$63.00
Facilities Management Monthly Total					\$2,938.00
Facilities Management Quarterly Invoice Total					\$8,814.00

Dane County Regional Airport	ROID	MANUF	SERVICE TYPE	MIN. FREQUENCY	Term 1
#1 - Up N	1058284	Kone	COMPLETE MAINT	MONTHLY (12)	\$764.00
#2 - Dn N	1058284	Kone	COMPLETE MAINT	MONTHLY (12)	\$764.00
#3 - Up S	980861	Kone	COMPLETE MAINT	MONTHLY (12)	\$764.00
#4 - Dn S	980860	Kone	COMPLETE MAINT	MONTHLY (12)	\$764.00
Airport Monthly Total					\$3,056.00
Airport Quarterly Invoice Total					\$9,168.00

ATTACHMENT A – CONVEYANCE LIST

DEPARTMENT	LOCATION	TYPE	ROID	MANUF	DRIVE TYPE	INST DATE	MODERN YR	CAPACITY	SPEED	LAND	OPEN	OPENING SIZE	OPEN TYPE	CONTROL MFG	CONTROL MODEL
Facilities Management	Courthouse #1	Passenger	994666	Kone	Geared Traction	4/11/2003	N/A	3,500	350	10	10	3'6" x 7'0"	Center opening	Kone	KCM831 LCE
Facilities Management	Courthouse #2	Passenger	994667	Kone	Geared Traction	4/11/2003	N/A	3,500	350	10	10	3'6" x 7'0"	Center opening	Kone	KCM831 LCE
Facilities Management	Courthouse #3	Passenger	994668	Kone	Geared Traction	4/11/2003	N/A	3,500	350	10	10	3'6" x 7'0"	Center opening	Kone	KCM831 LCE
Facilities Management	Courthouse #4	Passenger	994669	Kone	Geared Traction	4/11/2003	N/A	3,500	350	10	10	3'6" x 7'0"	Center opening	Kone	KCM831 LCE
Facilities Management	Courthouse #5	Passenger	1003063	Kone	Geared Traction	4/11/2003	N/A	3,000	350	10	10	3'8" x 7'0"	Two speed side	Kone	KCM831 LCE
Facilities Management	Courthouse #6 C/D	Passenger	1003064	Kone	Geared Traction	4/11/2003	N/A	3,000	350	7	7	3'6" x 7'0"	Single speed side	Kone	KCM831 LCE
Facilities Management	Courthouse #7 A/B	Passenger	1003065	Kone	Geared Traction	4/11/2003	N/A	3,000	350	8	7	3'6" x 7'0"	Single speed side	Kone	KCM831 LCE
Facilities Management	Courthouse #8	Passenger	972435	Kone	Direct Hydraulic	4/11/2003	N/A	4,000	100	2	2	4'0" x 7'0"	Two speed side	Kone	KCM831 LCE
Facilities Management	Courthouse #9	Vert Plat Lift	1029254	Garaventa	Chained Hydr	4/23/2003	N/A	750	17	2	2			Garaventa	
Dane County Regional Airport	#1 - Up N	Escalator	1058284	Kone	Chain	5/4/2005	N/A	10,700	100	2	2			Kone	
Dane County Regional Airport	#2 - Dn N	Escalator	1058284	Kone	Chain	5/4/2005	N/A	10,700	100	2	2			Kone	
Dane County Regional Airport	#3 - Up S	Escalator	980861	Kone	Chain	3/3/2004	N/A	10,700	100	2	2			Kone	
Dane County Regional Airport	#4 - Dn S	Escalator	980860	Kone	Chain	3/3/2004	N/A	10,700	100	2	2			Kone	

ATTACHMENT B – CONVEYANCE SITE CONTACT & ADDRESSES

Department	Site Contact	Elevator Location/Name	Address	City	State	Zip	TYPE	ROID	MANUF
Facilities Management	Mike Collins 608-266-4350	Courthouse #1	215 S Hamilton Street	Madison	WI	53703	Passenger	994666	Kone
Facilities Management		Courthouse #2	215 S Hamilton Street	Madison	WI	53703	Passenger	994667	Kone
Facilities Management		Courthouse #3	215 S Hamilton Street	Madison	WI	53703	Passenger	994668	Kone
Facilities Management		Courthouse #4	215 S Hamilton Street	Madison	WI	53703	Passenger	994669	Kone
Facilities Management		Courthouse #5	215 S Hamilton Street	Madison	WI	53703	Passenger	1003063	Kone
Facilities Management		Courthouse #6 C/D	215 S Hamilton Street	Madison	WI	53703	Passenger	1003064	Kone
Facilities Management		Courthouse #7 A/B	215 S Hamilton Street	Madison	WI	53703	Passenger	1003065	Kone
Facilities Management		Courthouse #8	215 S Hamilton Street	Madison	WI	53703	Passenger	972435	Kone
Facilities Management		Courthouse #9	215 S Hamilton Street	Madison	WI	53703	Vert Plat Lift	1029254	Garaventa
Dane County Regional Airport	Bill LeGore 608-246-3389	#1 - Up N	4000 International Lane	Madison	WI	53704	Escalator	1058284	Kone
Dane County Regional Airport		#2 - Dn N	4000 International Lane	Madison	WI	53704	Escalator	1058284	Kone
Dane County Regional Airport		#3 - Up S	4000 International Lane	Madison	WI	53704	Escalator	980861	Kone
Dane County Regional Airport		#4 - Dn S	4000 International Lane	Madison	WI	53704	Escalator	980860	Kone