

# Dane County Contract Addendum Cover Sheet

RES 177  
SIGNIFICANT

Revised 06/2021

<b>Contract #</b> Admin will assign	14409 B
<b>Dept./Division</b>	Multiple
<b>Vendor Name</b>	Otis Elevator
<b>Brief Addendum Title/Description</b>	Elevator and Escalator PM and Repair Services Extension (Group 2)
<b>Vendor MUNIS #</b>	5930
<b>Addendum Term</b>	January 1, 2023 - December 31, 2025
<b>Amount (\$)</b>	\$ 227,542.07

Department Contact Information		Vendor Contact Information	
<b>Contact</b>	Pete Patten	<b>Contact</b>	Ricky Barranco
<b>Phone #</b>	608-267-3523	<b>Phone #</b>	224-422-9168
<b>Email</b>	patten.peter@countyofdane.com	<b>Email</b>	richard.barranco@otis.com
<b>Purchasing Officer</b>	Pete Patten		



Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	<b>PO Maintenance Needed PO#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
<input checked="" type="checkbox"/>	<b>No PO Maintenance Needed</b> – <i>this addendum does not change the dollar amount of the contract.</i>				
<input type="checkbox"/>	<b>New PO / Req. Submitted Req#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

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.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
A resolution is required when the total contracted amount first exceeds \$100,000.  Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	Addendum #	Term	Amount	Resolution	
	Original	8/1/21 - 12/31/22	\$ 152,490.00	<input type="checkbox"/> None	Res# 085 - 2021
	14409A	8/1/21 - 12/31/22	\$ 0.00	<input checked="" type="checkbox"/> None	Res#
	14409B	1/1/23 - 12/31/25	\$ 227,542.07	<input type="checkbox"/> None	Res# 2023 RES-177
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
<b>Total Contracted Amount</b>			<b>\$ 380,032.07</b>		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input checked="" type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Charles	Digitally signed by Hicklin, Charles Date: 2023.09.26 09:28:30 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: <u>9/26/23</u>	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, September 26, 2023 9:36 AM  
**To:** Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14409B  
**Attachments:** 14409B.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 9/26/2023 9:43 AM	Approve: 9/26/2023 9:43 AM
	Gault, David	Read: 9/26/2023 10:42 AM	Approve: 9/26/2023 10:43 AM
	Patten (Purchasing), Peter		Approve: 9/26/2023 9:47 AM
	Lowndes, Daniel	Read: 9/28/2023 9:38 AM	Approve: 9/28/2023 9:38 AM
	Stavn, Stephanie	Read: 9/26/2023 10:04 AM	
	Oby, Joe		

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

Contract #14409B  
Department: Multiple  
Vendor: Otis Elevator  
Contract Description: Elevator Preventative Maintenance & Repairs – Group 2 (Res 177)  
Contract Term: 1/1/23 – 12/31/25  
Contract Amount: \$227,542.07 + repairs as needed

### *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 currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

1  
2  
3 **2023 RES-177**

4 **EXTENSION OF CONTRACT FOR ELEVATOR & ESCALATOR SERVICES GROUP 2**

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

8  
9 Otis Elevator was the awarded vendor of RFP# 121052 and had an initial contract in the amount  
10 of \$101,898 plus costs of needed repairs. This extension has a term expiring on December 31,  
11 2025 at a cost of \$227,542.07 plus costs of needed repairs.

12  
13 **NOW, THEREFORE, BE IT RESOLVED** that the County Board approves the contract extension  
14 for elevator and escalator services Group 2 to Otis Elevator, and the County Executive and  
15 County Clerk are authorized to execute the contract.



# DANE COUNTY CONTRACT

## ADDENDUM # 14409 B

Revised 01/2022

**THIS ADDENDUM**, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as "County") and Otis Elevator Company (hereinafter, "Provider").

### WITNESSETH:

**WHEREAS** Provider and County, by a separate document (hereinafter, the "Master Agreement"), Dane County Contract # 14409, have previously entered into a contractual relationship for the purpose of Elevator Preventative Maintenance and repairs, and

**WHEREAS** County and Provider wish to amend the Master Agreement in order to extend the term of the contract.

**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 hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this addendum.
2. The Master Agreement, and any amendment or addendum 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, the Master 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 the Master Agreement, or any subsequent amendment or addendum.
3. The term of the contract is extended through December 31, 2025 which includes Terms 2, 3 and 4 to continue the program for elevator preventative maintenance and repairs, at an additional cost of \$227,542.07 plus any additional repairs that are needed. Schedule B has been revised to include pricing for Terms 2 – 4.

4. Section XXIII, titled “**Required Federal Provisions**” (including the attached Schedule C) is created to read as follows:

The provisions in this section and the attached Schedule C are included as required by federal law:

- A. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Provider agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above binds the Provider and subcontractors from the bid solicitation period through the completion of the contract.

- B. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the “Provider”), agrees as follows:
1. Compliance with Regulations: The Provider (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  2. Nondiscrimination: The Provider, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Provider for work to be performed under a


subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Provider of the Provider's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Provider will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Provider is in the exclusive possession of another who fails or refuses to furnish the information, the Provider will so certify to County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Provider's noncompliance with the non-discrimination provisions of this contract, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Provider under the contract until the Provider complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Provider will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Provider will take action with respect to any subcontract or procurement as County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Provider may request County to enter into any litigation to protect the interests of County. In addition, the Provider may request the United States to enter into the litigation to protect the interests of the United States.

- C. Provisions of 29 CFR part 201. This Agreement and any contracts and subcontracts entered into under authority of this Agreement shall incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Provider has full responsibility to monitor compliance with 29 CFR part 201. Provider must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- D. Requirements of 29 CFR Part 1910. This Agreement and any contracts and subcontracts entered into under authority of this Agreement shall incorporate by reference the requirements of 29 CFR Part 1910, the Occupational Safety and Health Act of 1970, with the same force and effect as if given in full text. Provider and any subcontractors performing work under this Agreement shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to an employee. Provider shall comply with, and monitor the compliance of its subcontractors with, the Occupational Safety and Health Act of 1970, and shall address any claims or disputes that pertain to such Act directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**IN WITNESS WHEREOF**, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

**FOR PROVIDER:**

  
\_\_\_\_\_  
Ricky Barranco  
General Manager – Madison, WI

9/12/2023  
\_\_\_\_\_  
Date

\* \* \*

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi  
Dane County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

\_\_\_\_\_  
Date



# SCHEDULE B

## Pricing Structure and Payment

Facilities Management	ROID	MANUF	SERVICE TYPE	MIN. FREQUENCY	Term 2 Jan-Dec 2023	Term 3 Jan-Dec 2024	Term 4 Jan-Dec 2025
Courthouse #1	994666	Kone	COMPLETE MAINT	MONTHLY (12)	\$391.55	\$402.71	\$414.19
Courthouse #2	994667	Kone	COMPLETE MAINT	MONTHLY (12)	\$391.55	\$402.71	\$414.19
Courthouse #3	994668	Kone	COMPLETE MAINT	MONTHLY (12)	\$391.55	\$402.71	\$414.19
Courthouse #4	994669	Kone	COMPLETE MAINT	MONTHLY (12)	\$391.55	\$402.71	\$414.19
Courthouse #5	1003063	Kone	COMPLETE MAINT	MONTHLY (12)	\$391.55	\$402.71	\$414.19
Courthouse #6 C/D	1003064	Kone	COMPLETE MAINT	MONTHLY (12)	\$391.55	\$402.71	\$414.19
Courthouse #7 A/B	1003065	Kone	COMPLETE MAINT	MONTHLY (12)	\$391.55	\$402.71	\$414.19
Courthouse #8	972435	Kone	COMPLETE MAINT	MONTHLY (12)	\$206.03	\$211.90	\$217.94
Courthouse #9	1029254	Garaventa	EXAM & LUBE	SEMIANNUAL (2)	\$64.58	\$66.42	\$68.31
<b>Facilities Management Monthly Total</b>					<b>\$3,011.45</b>	<b>\$3,097.28</b>	<b>\$3,185.55</b>
<b>Q1 Invoice Total</b>					<b>\$9,034.35</b>	<b>\$9,291.83</b>	<b>\$9,556.65</b>
<b>Q2 Invoice Total</b>					<b>\$9,034.35</b>	<b>\$9,291.83</b>	<b>\$9,556.65</b>
<b>Q3 Invoice Total</b>					<b>\$9,034.35</b>	<b>\$9,291.83</b>	<b>\$9,556.65</b>
<b>Q4 Invoice Total</b>					<b>\$9,034.35</b>	<b>\$9,291.83</b>	<b>\$9,556.65</b>
<b>Term Total</b>					<b>\$36,137.40</b>	<b>\$37,167.32</b>	<b>\$38,226.58</b>
<b>Term 2, 3, 4 Total</b>					<b>\$111,531.30</b>		

Dane County Regional Airport	ROID	MANUF	SERVICE TYPE	MIN. FREQUENCY	Term 2 Jan-Dec 2023	Term 3 Jan-Dec 2024	Term 4 Jan-Dec 2025
#1 - Up N	1058284	Kone	COMPLETE MAINT	MONTHLY (12)	\$783.10	\$805.42	\$828.37
#2 - Dn N	1058284	Kone	COMPLETE MAINT	MONTHLY (12)	\$783.10	\$805.42	\$828.37
#3 - Up S	980861	Kone	COMPLETE MAINT	MONTHLY (12)	\$783.10	\$805.42	\$828.37
#4 - Dn S	980860	Kone	COMPLETE MAINT	MONTHLY (12)	\$783.10	\$805.42	\$828.37
<b>Airport Monthly Total</b>					<b>\$3,132.40</b>	<b>\$3,221.67</b>	<b>\$3,313.49</b>
<b>Q1 Invoice Total</b>					<b>\$9,397.20</b>	<b>\$9,665.02</b>	<b>\$9,940.47</b>
<b>Q2 Invoice Total</b>					<b>\$9,397.20</b>	<b>\$9,665.02</b>	<b>\$9,940.47</b>
<b>Q3 Invoice Total</b>					<b>\$9,397.20</b>	<b>\$9,665.02</b>	<b>\$9,940.47</b>
<b>Q4 Invoice Total</b>					<b>\$9,397.20</b>	<b>\$9,665.02</b>	<b>\$9,940.47</b>
<b>Term Total</b>					<b>\$37,588.80</b>	<b>\$38,660.08</b>	<b>\$39,761.89</b>
<b>Term 2, 3, 4 Total</b>					<b>\$116,010.77</b>		

Repair Rates	Term 1 Jan-Dec 2022		Term 2 Jan-Dec 2023		Term 3 Jan-Dec 2024		Term 4 Jan-Dec 2025	
	Single	Team	Single	Team	Single	Team	Single	Team
Regular Time	\$200.00	\$360.00	\$205.00	\$369.00	\$210.84	\$379.52	\$216.85	\$390.33
Overtime	\$340.00	\$720.00	\$349.69	\$740.52	\$359.66	\$761.62	\$435.18	\$783.33
Sundays/Holidays	\$400.00	\$720.00	\$411.40	\$740.52	\$423.12	\$761.62	\$435.18	\$783.33

## **SCHEDULE C**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the “Provider”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).