

Miami-Dade County

Procedural Guide for Elevator Maintenance and Contract Compliance



March 2019

**Internal Services Department
Office of Elevator Safety**

201 West Flagler Street
Miami, FL 33130

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Objective

The objective of this document is to provide guidance for a standard approach to elevator maintenance, repair, and contract management across all County departments. The contracts to which this document applies are listed in the Appendix.

For the purposes of this Guide, the term “Elevator” refers not only to elevators but to any other moving walkway, chair lift, escalator, or other unit covered by the subject contracts – each is otherwise known as a “conveyance” as defined in County Code.

Roles and Responsibilities

The following outlines the roles and responsibilities that different entities across the County are required to effectively maintain.

- User Departments – those County departments which have at least one elevator unit covered under a subject contract.
- Internal Services Department - Office of Elevator Safety (OES)
- Internal Services Department - Strategic Procurement Division (SPD)
- Contractor – the elevator vendor to whom a contract is awarded
- Elevator Working Group – a working group of County representatives appointed by the Internal Services Department which convenes as needed to resolve common issues across multiple County departments.

USER DEPARTMENT - Multiple Roles within a User Department

- 1) **Facility Manager** or designee, such as a Console Security Specialist, Security Guard, who is responsible for the functionality of elevators in their respective facilities; scheduling maintenance as required by the contract and contacting the elevator Contractors when repairs are needed; approves payment of invoices based on compliance with contract terms; notifies tenants when elevators are down.
 - a) Schedules required elevator inspections with Contractor, including the Office of Elevator Safety as needed for non-routine issues or concerns;
 - b) Oversees preventive maintenance by Contractor using the standard *Elevator Preventive Maintenance Log* (Attachment #4) or equivalent to document maintenance and failures;
 - c) Contacts Contractor when repair services are needed, and tracking response time based on requirements of the respective contract;
 - d) Completes the *Elevator Repair/Service Log* (Attachment #5) based on response time and effectiveness of the repair;
 - e) Maintains required *Elevator Preventive Maintenance Log* (Attachment #4) and *Elevator Repair/Service Log* (Attachment #5) as needed for billing disputes and non-performance issues;
 - f) Reviews and approves invoices based on compliance with the contract and referenced logs.

- 2) **Project Manager** - a County Representative who is responsible for overseeing all of their department's elevator contracts to ensure elevator Contractors are in compliance and performing in accordance with elevator contract terms and conditions; communicates as the **primary point of contact** for the department.
- a) Approves invoices provided by Facility Manager based on compliance with the contract, referenced logs, and takes deductions to the invoice as described later in this guide;
 - b) Provides written warnings to Contractor as needed after verifying that contractually required terms and conditions have not been met, using the standard *Elevator Contractor Deficiency Form* (Attachment #9);
 - c) Provides timely communication to the following parties as needed:
 - Elevator Contract Administrator – when ongoing technical issues are not getting resolved, contacts ISD's Office of Elevator Safety for inspection or consultation
 - Strategic Procurement Division – contacts ISD when Contractor has repeated violations of contract terms that require action and contract enforcement, using the standard *Elevator Contractor Deficiency Form* (Attachment #9) and related logs or other communications
 - Contractor – provides timely notification of vendor deficiency or disputed invoices using the *Invoice Dispute Notification Form* (Attachment #7) and/or *Invoice Damage Assessment Notification Form* (Attachment #8)

Internal Services Department Office of Elevator Safety – Contracts Unit

- a) Provides specifications and technical guidance for solicitations;
- b) Provides technical advice to User Departments upon request;
- c) Conducts equipment and preventive maintenance surveys for contract compliance, as needed and as requested by User Department;
- d) Reviews vendor proposals for major repairs and modernization, in collaboration with Strategic Procurement Division;
- e) Develops and updates *Elevator Contract Terms Sheet* (Attachment #6) as a checklist to assist User Departments in assessing contract compliance.

Internal Services Department Office of Elevator Safety – Regulatory Unit

The Internal Services Department's **Office of Elevator Safety - Regulatory Unit** is the Authority Having Jurisdiction (AHJ).

- a) Provides regulatory oversight of public and private elevators countywide, overseeing more than 11,400 active units in total, excluding those under the authority of the Cities of Miami and Miami Beach.
- b) Provides guidance to User Departments on annually required inspections or regulatory issues.

Internal Services Department's Strategic Procurement Division

- a) Managing all aspects of the contract solicitation process, based on the scope of services approved by the ISD Office of Elevator Safety and the User Department. Provides a contract roadmap specific to each awarded contract to all User Departments;
- b) Enforcement of contract terms and conditions based on the Project Manager's written warnings on the *Elevator Contractor Deficiency Form* (Attachment #9);
- c) Completes a Vendor Non-Performance Form and conducts Responsibility Review meetings after receipt of at least 3 Vendor Deficiency Forms and related documentation from the User Department;
- d) Consults with County Attorney on contractual violations due to vendor non-performance;
- e) Provides assistance to Contractor and User Departments with invoicing/payment issues;
- f) Assists the Office of Elevator Safety in training and providing guidance to Facility and Project Managers in User Departments.

Elevator Working Group

The **Elevator Working Group** is led by the Internal Services Department's Office of Elevator Safety and is comprised of representatives across County User Departments.

- a) Convenes as needed to resolve common issues across multiple County departments;
- b) Conducts regular Communication Meetings with Contractors and respective User Departments in order to provide an ongoing communication forum for the effective management of contracts;
- c) Identifies long-term capital planning elevator needs of User Departments;
- d) Researches alternative elevator contracting methods and best practices;
- e) Makes recommendations to the Internal Services Department Director and Office of the Mayor as requested.

Contractors

The **Contractors** are those elevator vendors who have received a contract award from Miami-Dade County.

- a) Provides repair or preventive maintenance services as outlined in the awarded contract, maintaining compliance with all terms and conditions;
- b) Completes mandatory *Elevator Preventive Maintenance Log* (Attachment #4) or *Elevator Repair/Service Log* (Attachment #5) when performing preventive maintenance or when responding to a repair/service call from a User Department.

What to Do When an Elevator Breaks Down

This information is provided to assist User Departments in receiving the most timely and effective response from the Contractor when an elevator is malfunctioning. The timely response of elevator vendors is critical to the continuity of County operations, and is strictly outlined in all related contracts for repair services. The attached *Elevator Contractors Point of Contact* (Attachment #1), has been created to assist Facility Managers and Project Managers when calling the various contractors and provides a 24 hour emergency number, and local numbers for the supervisor, service manager and the account manager per contractor.

The following outlines the procedure to follow when calling the Contractors. Refer to *Elevator Service Call & Entrapment Call Procedures* (Attachment #2) and *Elevator Issues Checklist* (Attachment #3) for further information and guidance.

- 1. User Department's Facility Manager contacts the respective Contractor immediately.**
 - a. Request a confirmation or reference number for the call;
 - The more information that is provided to the Contractor upfront when the service call is made can improve response time.
 - Specify if the call is being made due to an entrapment.
 - b. Secure the elevator and notify tenants that an elevator is out of service.
- 2. Once a confirmation or reference number of the call is provided by the Contractor, the clock for response time begins. The Facility Manager must use the *Elevator Repair/Service Log* (Attachment #5) to document the call time and outcome.**
 - a. Calls placed during normal business hours (Monday through Friday 7:00 a.m. to 5:00 p.m.) requires a response time of 1 hour.
 - b. Calls placed outside of normal business hours require a response time of 2 hours.
- 3. Contractor arrives and notifies User Department's Facility Manager.**
 - a. The User Department must require that the Contractor complete the *Elevator Repair/Service Log* (Attachment #5).
- 4. Contractor troubleshoots and repairs defect.**
 - a. Minor Repair is defined in contract as a repair that can be performed in two hours by one mechanic.
 - b. Major Repair is defined in contract as a repair that requires more than two hours by one mechanic, an adjuster or a crew of mechanics and a helper. A crew must remain onsite for a major repair no matter how many hours are involved.
- 5. In the event that the Contractor does not respond within the designated time, and after three calls within the same day, the User Department's Project Manager should contact the Office of Elevator Safety and use the confirmation or reference number provided by the Contractor.**

- a. The Office of Elevator Safety will escalate the service call to the Contractor's Supervisor to request that a mechanic be sent immediately to the site, and will continue to stay in touch with the Contractor until they respond.
- 6. For Major Repairs - the User Department may contact the Office of Elevator Safety, if needed, to confirm if the repair time given by the Contractor is reasonable. Major repairs may require a site visit by the Office of Elevator Safety to verify the problem, and to confirm if the repair is billable.**
- a. The Office of Elevator Safety will review the proposal for repair for compliance with the contract's labor rates, external and material mark-ups. Time tickets and material invoices should be provided by the Contractor as verification to be submitted with the invoice for the repair.

Verification of Preventive Maintenance & Repair/Service

Ongoing and regular maintenance on every unit is essential to improve the accessibility of elevators for County operations and ensure the longevity of each unit. Every contract requires a specific number of Preventive Maintenance (PM) visits on every unit, depending on the type of unit and its criticality – refer to the *Elevator Contract Terms Sheet* (Attachment #6). Facility Managers are responsible for ensuring that Contractors complete required Preventive Maintenance activities accordingly.

In an instance where the Contractor wants to perform a PM after the completion of a Repair call, it must be specifically requested by the Contractor and approved by the Facility Manager or representative.

- If approved, the original repair service ticket should be completed and a new one opened by the Contractor for the maintenance.
- If approved, the Facility Manager must complete the *Elevator Preventive Maintenance Log* (Attachment #4) together with the Contractor.

The *Elevator Repair/Service Log* (Attachment #5) has been created to document and differentiate when Preventive Maintenance or Repair/Service takes place. The Contractor must receive approval from the Facility Manager must sign both *Elevator Preventive Maintenance Log* (Attachment #4) and *Elevator Repair/Service Log* (Attachment #5) if attempting to perform Preventive Maintenance when called on a Repair/Service Call.

The Office of Elevator Safety's Contract Section will schedule random inspections of units across the County after a known preventive maintenance activity was conducted. This will help in an effort to verify whether Contractors adequately completed required maintenance activities.

Invoice Payments

The timely payment of a valid or proper invoice is an important aspect of maintaining a professional business relationship with County vendors. User Departments are responsible for the timely payment of all invoices, and should know the net payment terms of each contract. All of the contracts covered under this Guide, except for SS1245, require payment within 45 days of receipt of a proper invoice. Contract SS1245 has a 30 day payment term.

The invoice date shall not exceed thirty (30) calendar days from the delivery of the items or the provision of services, unless otherwise noted in the Contract. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items or provision of and acceptance of the services. Failure to submit invoices in the prescribed manner will delay payment.

User Departments using the Imaging & Workflow Automation (IWA) should adhere to that process.

When processing invoices for payment for preventive maintenance or repair, the User Department must verify that services were performed.

For routine invoices included in the contract for preventive maintenance activities, it is imperative that the Department verify that the maintenance was conducted. See below for new requirements to ensure maintenance was conducted.

- The Contractor must provide a copy of the Service Ticket signed by the County on the day the maintenance was provided.
- The County must provide a copy of the completed *Elevator Preventive Maintenance Log* (Attachment #4) that documents when and how the service was completed.

For invoices related to Additional Services that may not be included in the contract, the following is required:

- The Contractor must provide a copy of the Service Ticket signed by the County on the day the service was provided.
- The County must provide a copy of the completed *Elevator Repair/Service Log* (Attachment #5) that documents when and how the service was completed.

Deductions may be taken based on contract enforcement where applicable using either the *Invoice Dispute Notification Form* (Attachment #7) or *Invoice Damage Assessment Notification Form* (Attachment #8), which must be provided to the Contractor.

- a. The User Department should consult with OES if unsure whether repairs are covered under the contract.
- b. Refer to *Elevator Contract Terms Sheet* (Attachment #6) for allowable deductions or damage assessment amounts.

Vendor Non-Performance

Before referring a vendor to the Strategic Procurement Division for a formal responsibility review, the User Department's Project Manager must adequately document the contractor's failure to meet contract terms or conditions in the following manner:

- Document each incident on the *Elevator Contractor Deficiency Form* (Attachment #9);
- Following three written warnings on the *Elevator Contractor Deficiency Form* (Attachment #9) for the same elevator unit, or a pattern of deficiency across multiple units, the User Department will refer the issue to ISD's Strategic Procurement Division;
- The Strategic Procurement Division will complete a Vendor Non-Performance Form upon receipt of sufficient documentation from the User Department.
- The Strategic Procurement Division will notify the Contractor of the Vendor Non-Performance Form and schedule a Responsibility Review meeting with the User Department, the Office of Elevator Safety, and the Contractor to develop a performance improvement plan.

Quarterly Communication Meetings

Ongoing communication among all stakeholders is key to ensure that elevator operations are efficient and effective. ISD's Office of Elevator Safety will coordinate regular Communication Meetings with User Departments and each of the elevator Contractors. The purpose of these meetings is to maintain an open line of communication among all stakeholders to ensure that ongoing issues are addressed on all sides.

Topics of discussion should include, but not be limited to, any Contractor non-performance issues, the status of overdue invoice payments, questions related to contract terms and conditions, clarifications about new or revised procedures, etc.

Attendees shall include, but not be limited to:

- User Departments – Project Managers and Facility Managers
- ISD Office of Elevator Safety
- ISD Strategic Procurement Division
- Finance – as needed
- Console Security Specialists or Security Guards

Mandatory Training for all Facility and Project Managers

Following award of a new contract for elevator maintenance and/or repair, a mandatory training will be scheduled by the Internal Services Department to review the newly awarded contract terms, conditions, and responsibilities of the parties. All User Department Facility and Project Managers must be in attendance.

Subsequently, training will be scheduled on a yearly basis with User Departments, Office of Elevator Safety and ISD's Strategic Procurement Division to discuss the status of all elevator contracts.

Required Forms

The following forms are provided as a requirement for all User Departments to ensure a standard approach to elevator maintenance/repair and contract management:

Elevator Contractors Point of Contact	Attachment #1
Elevator Service & Entrapment Call Procedures	Attachment #2
Elevator Issues Checklist	Attachment #3
Elevator Preventive Maintenance Log	Attachment #4
Elevator Repair/Service Log	Attachment #5
Elevator Contract Terms Sheet	Attachment #6
Invoice Dispute Notification Form	Attachment #7
Invoice Damage Assessment Notification Form	Attachment #8
Elevator Contractor Deficiency Form	Attachment #9

As of the date of this Procedural Guide, this document applies to the following active contracts for elevator maintenance and repair.

1) Contract No: SS1243-3/24-2 Elevator Maintenance Services

ThyssenKrupp. This is an Original Equipment Manufacturer (OEM) Contract.

User Departments and respective project managers:

Aviation – Amaury Martell
Corrections – Emilio Palma
Public Housing – Francisco Trujillo
Internal Services – Jose Diehs
Medical Examiner – Adrian Torres
Police – Edwin Pantoja
Seaport – Sergio Camargo
Water & Sewer:
 Eddy Machado – Douglas, Lejeune, and Distribution
 Frank Lozano – Alexander Orr and Hialeah Water Plants
Parks and Recreation – David Livingstone
Transportation and Public Works – Harjeet Singh
Fire Rescue – Alberto Aleman
Solid Waste:
 3B Facility, 8000 SW 107th Avenue – Alfred Coleman
 West Transfer Station, 2900 SW 72nd Avenue – Carlos Marrero

2) Contract No.: SS4416-15/25-2 Elevator Maintenance Services

Otis Elevator Co. This is an Original Equipment Manufacturer (OEM) Contract.

User Departments and respective project managers:

Internal Services - Jose Diehs
Aviation – Amaury Martell
Transportation and Public Works – Harjeet Singh
Public Housing – Francisco Trujillo
Seaport – Sergio Camargo
Water & Sewer WASD:
 Eddy Machado – Douglas, Lejeune, and Distribution
 Frank Lozano – Alexander Orr and Hialeah Water Plants
Library – Leo Gomez
Fire Rescue – Alberto Aleman
Cultural Affairs – Sixto Tamarit

3) Contract No. SS1245-3/27-2 Elevator and Escalator Maintenance and Repair Services

Schindler Elevator Corp. This is an Original Equipment Manufacturer (OEM) Contract.

User Departments and respective project managers:

Aviation – Amaury Martell
Corrections – Emilio Palma
Internal Services – Jose Diehs
Transportation and Public Works – Harjeet Singh
Seaport – Sergio Camargo
Parks and Recreation – David Livingstone
Water & Sewer:
 Eddy Machado – Douglas, Lejeune, and Distribution
 Frank Lozano – Alexander Orr and Hialeah Water Plants
Cultural Affairs - Sixto Tamarit

- 4) **Contract No. 9103-5/19-4 (ARRA) Elevator Modernization and Maintenance for PHCD only.**
This contract was for modernization and subsequent Preventive maintenance of Public Housing units. Public Housing – Francisco Trujillo

Cost for modernization of equipment during initial 5-year term of the contract was \$ 5,105,000. Current contract amount is \$219,408.

Current term: Option-to-Renew #4 of 5 OTRs 1-year term each. Only one remaining OTR. Replacement contract should be issued under pool RTQ-00687.

Three awarded vendors: Otis Elevator Co and Schindler Elevator (In 2016 ThyssenKrupp was terminated from this contract due to non-performance in maintenance services provided).

- 5) **Contract No. 1233-5/19-4 Elevator Maintenance Services, Modernization ThyssenKrupp Elevator.** This is not an OEM contract. Replacement contract should be issued under pool RTQ-00687.

User Departments and respective Project Managers:

Aviation – Amaury Martell
Internal Services – Jose Diehs
Public Housing – Francisco Trujillo
Police - Edwin Pantoja
Water & Sewer - Eddy Machado
Library – Leo Gomez
Parks and Recreation – David Livingstone
Community Agency and Human Services – Corey Jones
Corrections – Emilio Palma
Seaport – Sergio Camargo
Vizcaya – Martha Akins
Transportation and Public Works – Harjeet Singh

- 6) **ITQ687-1 Installation, Maintenance, and Modernization of Elevators, Eastern Elevator Service Inc. and Oracle Elevator Company**

Contract Amount: \$44,448,000 Current Term: 11/02/2018 – 04/30/2023

Remaining OTR: Not Applicable

User Departments:

Aviation – Amaury Martell
Public Housing – Francisco Trujillo
Internal Services – Jose Diehs
Transportation and Public Works – Harjeet Singh
Seaport – Sergio Camargo

- 7) **RTQ-00687 Pre-Qualification For Installation, Maintenance, And Modernization Of Elevator, Escalator, Moving Walkways, And All Related Equipment. Delaware Elevator of Florida Inc., Eastern Elevator Service Inc., Oracle Elevator Company, Premier Elevator Services Corp., Schindler Elevator Corporation, Suncoast Elevator Solutions Inc., and ThyssenKrupp Elevator Corp.**

Contract Amount: \$44,448,000 Awarded by BCC: April 10, 2018

Current Term: 05/01/2018 – 04/30/2023 Remaining OTR: Not Applicable

Note: This is a pre-qualified pool of vendors under which future spot market competitions may be issued to award contracts for needs when identified.

INTERNAL SERVICES DEPARTMENT

ATTACHMENT #1



ELEVATOR CONTRACTORS POINT OF CONTACT

Schindler Elevator

24 Hour Emergency Service Call:	800 225 3123
Miami Office	800 626 5555
Supervisor: Mike Lord	786 582 1980
Account Manager: April Romeo	954 540 0540
Service Manager: Douglas Kai	954 626 5571

Otis Elevator

24 Hour Emergency Service Call:	800 233 6847
Miami Office	305 816 5740
Supervisor: Chris Ponce	305 389 7291
Account Manager: Andrew Ridley	305 986 1303
Service Manager: Ozzie Rivas	305 360 0412

ThyssenKrupp Elevator

24 Hour Emergency Service Call:	877 230 0303
Miami Office	305 592 7722
Supervisor: Jose Quiles	786 218 0184
Supervisor: Maritza Torres	305 798 6895
Account Manager: Trevor Hemm	786 387 1602
Service Manager: Joel Perez	305 793 0289

Oracle Elevator

24 Hour Emergency Service Call:	800 526 6155
Miami Office	954 986 0991
Service Manager: David Valles	786 715 6511
Account Manager: Juliana Monsalve	954 279 8785

Eastern Elevator

24 Hour Emergency Service Call:	954 6614190
Miami Office	877 840 2638
Supervisor: Robert Rauch	954 591 2831

ELEVATOR SERVICE CALL & ENTRAPMENT CALL

PROCEDURES

Service Call Procedure

- Confirm that there is a problem.
- Call the Elevator Contractor to report the problem.
- Have the following information ready:
 - Your building ID number.
 - The building name and address.
 - The number of the elevator.
 - Floor elevator is located.
 - The specific nature of the problem, if known.
 - The name and phone number of the building personnel contacts.

Entrapment Call Procedure

- If the situation is **LIFE THREATENING EMERGENCY OR POTENTIALLY HAZARDOUS - CALL 911.**
- Call the Elevator Contractor IMMEDIATELY. Ask for ETA.
- Only qualified personnel from the elevator company or Fire Department are authorized to open the elevator doors and help rescue the trapped passenger(s).
- Do not attempt to force the doors open to evacuate passengers. They are safest to remain in the elevator.
- Do not permit the passengers to force open the doors.

Important safety points and things to know when calling for service:

- Make sure all restricted access and keyed switches are in their “run” positions.
- Look for doorway obstructions including foreign matter in the door sill grooves or objects that prevent complete door closure. Check that there are no objects blocking the Doors.
- Make sure the building is receiving full electric power.
- **Leveling.** Tripping hazards can result when an elevator doesn’t land evenly with the floor. If you see mis-leveling, put the car out of service and call the elevator service provider.
- **Door operation.** If elevator doors close with excessive force or if the safety edges or light rays appear to be malfunctioning, put the car out of service and call the elevator service provider
- **Abnormal operation or noises.** Although the preceding list covers many common situations, it does not cover everything. If you ever sense an abnormal condition, such as a strange “feel” or sound, let the elevator service company know. If there is any chance the equipment is not operating safely, shut it down until it can be analyzed.

Elevator Issues Checklist

- ☐ Ride the elevator going up and down to check leveling on the floors.
- ☐ Are the doors closing and opening normally? Does not slam or bounce.
- ☐ Examine the interior of the elevator car for damage to the walls, ceiling, and handrails.
- ☐ Verify if the pushbuttons are functioning.
- ☐ Are the Position Indicators working? The displayed character does not disappear.
- ☐ Check the Emergency Alarm.
- ☐ Check the telephone.
- ☐ Check if the floor in each elevator and hoist way are well maintained and free of slipping hazards.
- ☐ Are there any abnormal sounds or vibration from starting point to the destination?
- ☐ Is the elevator area well-lit? (in the cab and in front of entrances)
- ☐ Check that the ventilation fan is working.
- ☐ Are the emergency lights in the elevator working? (Request elevator mechanic to test when on site)
- ☐ Does the elevator have the proper signs? (In case of fire – no smoking)
- ☐ Are the stairways clearly marked for use during a fire or when the elevator is out of service?



ELEVATOR PREVENTIVE MAINTENANCE LOG

LOCATION: _____ **UNIT #:** _____ **STATE SERIAL#:** _____ **VENDOR:** _____

This log is to be maintained in the Building Management office and completed each time a preventive maintenance is performed. This is NOT for recording repairs outside of contractual preventive maintenance activities.

To be completed by Elevator Vendor Technician					To be completed by Facility Mgr. or Rep
Date of Maintenance	Time In	Maintenance Task(s) Performed (Be Specific)	Name & Signature of Service Technician	Time Out	Name & Signature of Facility Mgr. or Rep

ELEVATOR REPAIR/SERVICE LOG

LOCATION: _____ **UNIT #:** _____ **STATE SERIAL#:** _____ **VENDOR:** _____

This log is to be maintained in the Building Management office and completed each time a repair outside of contractual preventive maintenance is performed. This is NOT for recording preventive maintenance activities. This includes elevators, escalators, moving walks, wheelchair lifts and dumbwaiters.

To be completed by Facility Manager or Representative			To be completed by Elevator Contractor Technician		
Date/Time In & Out	Description of Problem & Confirmation Number	Name & Signature of Facility Mgr. or Rep.	Describe Repair Solution (Service Tech - Be Specific)	Name & Signature of Service Technician	Date/Time Back In Service

CONTRACT TERMS SHEET

Emergency Services:

The successful bidder shall provide twenty-four (24) hour service, seven (7) days a week emergency services to the County under this contract.

During regular working hours (**Monday - Friday 8:00 AM to 5:00 PM; ITQ 687 2.12 is 7:00 AM to 5:00 PM**), emergency service response time shall be within one (1) hour after telephonic, verbal, or electronic notification by the County.

During other than regular working hours, the emergency response time shall be within two (2) hours after notification by the County.

3.9(3.8)(2.17)

CONTRACT ENFORCEMENT:

These liquidated damages may be deducted from the monthly contract amount due, up to and including the full monthly contract price of this affected equipment, for failure to perform in accordance with the contract. The deduction may be based upon the following schedule.

CONTRACT VENDOR NON-PERFORMANCE	DEDUCTIONS PER CONTRACT	
	CONTRACT NOS. 1233, 9103, SS1243, SS1245 & SS4416	ITQ - 687
Late response to service calls	10% of elevator monthly maintenance rate	\$25/hour up to \$250/day per occurrence per day
No response to service calls	*25% of elevator monthly maintenance rate	\$250/day, per occurrence
Unit out of service for more than 48 hours, unless approved by Project Manager	*100%/diem per unit of elevator monthly maintenance rate (100%/unit -1233 & 9103)	\$250/day, per occurrence
Non-performance (review **note below)	*10% of elevator monthly maintenance rate	\$1,000 per occurrence
Failure to perform Category 1 & 5 tests as scheduled without 24 hour notice	Published Office of Elevator Safety private inspection fee schedule costs	Published Office of Elevator Safety private inspection fee schedule costs
Failure to complete all scheduled monthly maintenance tasks (hours) in entirety (MCP or contract minimums for labor hours or examination frequencies)	Minimum preventative labor hours percentage of elevator monthly maintenance rate (example - one hour provided of 4 hour minimum = 25% of monthly rate)	\$100/hour for MCP designated hours to perform monthly tasks
Shut down due to lack of parts & manpower	*100%/diem per unit of elevator monthly maintenance rate	\$500 per occurrence
Scheduled maintenance service delay per MCP (review ***Damages for Delay notation below)		\$100/diem
Other non-performance items	*10% of elevator monthly maintenance rate	\$1,000 per occurrence

INTERNAL SERVICES DEPARTMENT

ATTACHMENT #6



*Inasmuch as it is the desire of the County to avoid such deductions, and to encourage the contractor's compliance with the contract, there will be a limit to the amount of times noncompliance with the contract will be tolerated. The contract administrator may double the amount of deduction after the third repeat offense thereafter within the same contract period.

**Non-performance will be inclusive of, but not limited to, similar failure of equipment more than three (3) times, for a total down time of five (5) hours for elevators, and ten (10) hours for escalators, excluding response time, during a calendar year. Failure to take corrective action on statutory inspection reports by the inspectors and sending mandatory compliance reports as stipulated in the "Elevator Inspection Report and Order Requiring Correction" shall be construed to be non-performance. Failure to provide documentation may also be deemed as non-performance.

***Damages for Delay are assessed as follows:

Time is of the essence in this Contract. The Awarded Bidder is firmly obligated to complete scheduled monthly maintenance services, in accordance with the approved Maintenance Control Program. Inasmuch as the damage and loss to the County that result from the failure of the Awarded Bidder to meet such date(s) will include items of loss or damage, which are not susceptible to accurate estimation, the damages for delay in the case of such failure on the part of the Awarded Bidder shall be liquidated in the amount of \$100.00. The amount for Liquidated Damages shall apply for each calendar day of unexcused delay in meeting each date for the monthly maintenance of equipment, for each individual item covered by the contract.

3.11(3.10)(3.6) **MINIMUM PREVENTIVE MAINTENANCE SCHEDULE:**

NOTE: TO ESTABLISH A GUIDELINE, THE FOLLOWING EXAMINATION FREQUENCY AND LABOR ALLOWANCE SHALL BE OBSERVED, AS MINIMUMS REQUIRED (OR MORE FREQUENTLY AS RECOMMENDED BY MANUFACTURER), EXCEPT AS OTHERWISE NOTED.

PREVENTATIVE MAINTENANCE FREQUENCY – Contracts 1233, 9103, ss1243, ss1245, ss4416				
TYPE OF EQUIPMENT	ISD/General	Jackson HS	DTPW	MIA
Hydraulic Elevators & Dumbwaiters	Monthly	Bi-weekly, Freight - Weekly	Bi-weekly	Weekly
Geared Traction Elevators	*Bi-weekly (once every two weeks)	Weekly	Weekly	Weekly
Gearless Traction Elevators	Weekly	Weekly	Weekly	Weekly
Escalators & Moving Walks	Weekly	Weekly	Weekly	Weekly

PREVENTIVE MAINTENANCE FREQUENCY – ITQ-687				
TYPE OF EQUIPMENT	General	Jackson HS	DTPW	MIA
Hydraulic Elevators & Dumbwaiters	Monthly	Bi-weekly	Bi-weekly	Monthly
Geared Traction Elevators	Bi-weekly	Weekly	Weekly	Bi-weekly
Gearless Traction Elevators	Weekly	Weekly	Weekly	Weekly
Escalators & Moving Walks	Weekly	Weekly	Weekly	Weekly

INTERNAL SERVICES DEPARTMENT

ATTACHMENT #6



MAINTENANCE & REPAIR ALLOWANCE – Contracts 1233, 9103, ss1243, ss1245, ss4416						
MINIMUM LABOR ALLOWANCE PER UNIT (TYPE)	MAINTENANCE			REPAIR		
TYPE OF EQUIPMENT	ISD/General, DTPW & MIA	ITQ-00687/ Jackson HS	ITQ-00687/ MIA	ISD/General, MIA & DTPW	ITQ-00687/ Jackson HS	ITQ-00687/ MIA
Hydraulic Elevators & Dumbwaiters	1 man-hour/month	2 man-hour/month	1 man-hour/month	¾ man-hour/month	1 man-hour/month	1 man-hour/month
Hydraulic Freight Elevators	1 man-hour/month	2 man-hour/month	1 man-hour/month	¾ man-hour/month	2 man-hour/month	1 man-hour/month
Geared Traction Elevators	2 man-hour/month	4 man-hour/month	2 man-hour/month	2 man-hour/month	4 man-hour/month	2 man-hour/month
Gearless Traction Elevators	4 man-hour/month	4 man-hour/month	2 man-hour/month	4 man-hour/month	4 man-hour/month	2 man-hour/month
Escalators & Moving Walks	3 man-hour/month (ss1243, ss4416) 4 man-hour/month (1233,1245,9103)	4 man-hour/month	4 man-hour/month	4 man-hour/month	4 man-hour/month	4 man-hour/month

3.13(3.12)(2.11) ADDITIONAL WORK NOT SPECIFIED:

The County agrees to pay the Contractor at the current established purchase price for all materials and cost of regular and over time labor as may be needed for items of work described below, except as otherwise noted. Such work shall only be performed when authorized by the Project Manager;

- A. Maintenance of: cabs, including wall panels, floor, finish of handrails; cab and hoist way door panels, frames, sills; steel guide rail replacement; heat and smoke sensors; power feeder switches, their wiring and fusing; hydraulic cylinder and piping, if located underground; removal and/or refinishing of balustrades and trim moldings of escalators.

3.15(3.11)(3.14) RECORDS MANAGEMENT:

- A. SERVICE RECEIPTS: aka Service Tickets

The contractor shall submit monthly (with their invoice) to the Project Manager, a copy of the mechanic's service receipt indicating the date, time and nature of service performed. These service receipts shall be signed by a responsible County employee at the time the work is performed. In the event the mechanic cannot get the signature of a responsible County employee to give credit for the extra time expended in an emergency call response and/or repairs, they will leave a copy of the service receipt in the machine room and/or complete log book provided by the County, and so advise the project manager as soon as possible.

INTERNAL SERVICES DEPARTMENT

ATTACHMENT #6



3.17(3.13)(3.16) PARTS (SPARE):

Note: Miami-Dade County shall not be charged for replacement parts that are no longer production items or are otherwise deemed obsolete.

- D. 1. Facilities that are classified as "Critical" must be restored to service in the shortest possible time. If a part or component fails for which the contractor does not have an on-hand (local-stock) replacement, the contractor shall immediately have a spare-lending replacement or permanent replacement shipped via the most expedient method (air-express or similar) by no later than the following working day.

3.19(3.18)(2.11) WORKING HOURS:

- A. The mechanic shall report to the Project Manager or designated representative upon arrival and departure from the County facilities.
- B. This contract includes emergency, minor adjustments, and call-back service during regular working hours and other than regular working hours, at no additional charge.
- C. If the County requests the contractor to perform overtime repairs covered in the contract, the current established regular time rate shall be absorbed by the contractor. The County will compensate for overtime hours at the current established overtime rate less the regular rate.
- D. If the County requests the performance of regular or overtime call-back service to make adjustment or repair work for which the contract does not provide, the contractor will be compensated for the time required to perform the work plus travel time at the current established regular or overtime rate.

**INVOICE DISPUTE NOTIFICATION**

CURRENT DATE: _____

INVOICE # : _____

CONTRACT #: _____

INVOICE DATE: _____

CONTRACTOR: _____

INVOICE AMOUNT: _____

BUILDING NAME: _____

DISPUTED AMOUNT: _____

DATE of SERVICE: _____

NET PAYABLE: _____

DATE INVOICE RECEIVED: _____

SERVICE LOCATION: _____

Our office has reviewed the above referenced invoice. This is to advise that approval for payment on that invoice is withheld for the following reason(s):

- ☐ 1. Invoice not itemized as to hours worked, labor rate, material costs, etc.
- ☐ 2. Labor rate is not in accordance with last price bid, or specifications.
- ☐ 3. Explanation of work performed insufficient.
- ☐ 4. Provide backup documentation; time ticket(s), material requisition, material receipts, etc., relating to entire invoice.
- ☐ 5. Work performed is included in maintenance contract and is not billable. Please issue a credit invoice.
- ☐ 6. Amount shown for taxes is withheld. Miami-Dade County is tax exempt.
- ☐ 7. Other. _____

Comments:

Please remit the revised invoice within ten (10) working days, to the person below.

Thank you for your cooperation.

Submitted by: _____

Department: _____

Address: _____

Contact Phone: _____

NOTE: The revised invoice should reflect the original invoice number and that it is a revision to the original to avoid duplication. In the event a response is not received in 10 working days, payment for the undisputed amount will be forwarded for processing.

Invoice Damage Assessment Notification

CURRENT DATE: _____ SERVICE LOCATION: _____
CONTRACT #: _____ INVOICE #: _____
CONTRACTOR: _____ INVOICE DATE: _____
BUILDING NAME: _____ INVOICE AMOUNT: _____
DATE of SERVICE: _____ DISPUTED AMOUNT: _____
DATE INVOICE RECEIVED: _____ NET PAYABLE: _____

INSTRUCTIONS (MIAMI-DADE COUNTY STAFF):

Please complete the section(s) that corresponds to the contract number for the invoice(s) that you are assessing damages to. Send this form, alongside the subject invoice, to both the finance department and the contractor.

CONTRACTS NO. SS1243-3/24 & SS4416-3/25

LATE RESPONSE TO A SERVICE CALL, 10% PER OCCURRENCE. _____

NO RESPONSE. 25% PER OCCURRENCE, PER DAY. _____

NON PERFORMANCE. 10% PER ITEM. _____

SHUT DOWN DUE TO LACK OF PARTS. 100% PER DIEM/UNIT. _____

INCORRECT INVOICE SURCHARGE, 10% OF INVOICE. _____

CONTRACTS NO. 1233-5/19 & 9103-5/19

LATE RESPONSE TO A SERVICE CALL, 10% PER OCCURRENCE. _____

NO RESPONSE. 25% PER OCCURRENCE, PER DAY. _____

NON PERFORMANCE. 10% PER ITEM. _____

SHUT DOWN DUE TO LACK OF PARTS. 100% PER UNIT. _____

INCORRECT INVOICE SURCHARGE, 10% OF INVOICE. _____

Invoice Damage Assessment Notification

CONTRACT NO. SS1245-3/27

LATE RESPONSE TO A SERVICE CALL, 10% PER OCCURRENCE. _____

NO RESPONSE. 25% PER OCCURRENCE, PER DAY. _____

NON PERFORMANCE. 20% PER ITEM, PER DAY. _____

SHUT DOWN DUE TO LACK OF PARTS. 100% PER DIEM/UNIT. _____

INCORRECT INVOICE SURCHARGE, 10% OF INVOICE. _____

CONTRACT NO. ITQ-687-1

LATE RESPONSE TO A SERVICE CALL. \$25/HR. UP TO \$250/DAY, PER OCCURRENCE, PER DAY.

NO RESPONSE TO SERVICE CALL. \$250/DAY, PER OCCURRENCE.

UNIT OUT OF SERVICE FOR MORE THAN 48 HOURS, WITHOUT PROJECT MANAGER APPROVAL.
\$250/DAY, PER OCCURRENCE.

NON PERFORMANCE, PURSUANT TO SECTION 2.17 OF THE CONTRACT. \$1,000 PER
OCCURRENCE.

FAILURE TO PERFORM CATEGORY 1 AND 5 TESTS AS SCHEUDLED WITHOUT 24 HOUR NOTICE.
REFER TO OES PRIVATE INSPECTION FEE SCHEDULE.

FAILURE TO COMPLETE ALL SCHEDULED MAINTENANCE TASKS IN ENTIRETY (MCP).
\$100/HOUR FOR MCP DESIGNATED HOURS TO PERFORM TASKS.

SHUTDOWN DUE TO LACK OF PARTS OR MANPOWER. \$500 PER OCCURRENCE.

MEAN TIME BETWEEN FAILURES >5%, PER PARAGRAPH 3.13 OF THE CONTRACT. \$5,000 PER
OCCURRENCE.

ELEVATOR CONTRACTOR DEFICIENCY FORM

DATE: _____

BUILDING NAME: _____

SITE LOCATION: _____

ELEVATOR/ ESCALATOR #: _____

STATE SERIAL #: _____ DC #: _____

CONTRACTOR: _____

CONTRACT #: _____

SERVICE REQUEST PLACED ON: _____

RESPONSE TIME TO SERVICE REQUEST _____

CONTRACT VENDOR PERFORMANCE DEFICIENCY		CHECK APPLICABLE BOX(ES)	COMMENTS – BE SPECIFIC
1	Late Response to Service Call		
2	No Response to Service Call		
3	Unit out of service for more than 48 hours, unless approved by Project Manager		
4	Shut Down due to Lack of Parts or Manpower		
5	Failure to perform Category 1 and 5 tests as scheduled without 24 hour notice		
6	Failure to complete all scheduled monthly maintenance task hours in entirety (MCP or contract minimums labor hours or examination frequencies)		
7	Scheduled maintenance service delay per MCP		
8	Other -		

This form should be completed by a Department's Facility Manager and submitted by the Department's Elevator Project Manager to the Contractor to document performance failures. As described in the Procedural Guide for Elevator Maintenance and Contract Compliance, this form should be provided to the Internal Services Department's Strategic Procurement Division (SPD) following three (3) written warnings for the same elevator unit, a pattern of deficiency across multiple units, or a single instance that creates a substantial operational disruption for the County. **Include all related Service Call Logs, email communications, or other relevant documentation** for SPD to determine Vendor Non-Performance.

 Completed by: _____
 Facility Manager

 Department

 Submitted by: _____
 Project Manager

 Department

Date: _____