

ORDINANCE/RESOLUTION REQUEST

**All fields must be completed.*
Incomplete request forms will be returned to sender which may cause a delay in processing.*

Date of Request: 9/29/2015

Please mark one: Bill Request or Resolution Request

1. Has your agency submitted this request in the last 12 months?

Yes No

If yes, please explain:

2. Title: ThyssenKrupp Elevator, Inc., Contract 201415671, Amendment 01.

3. Requesting Agency: Department of Aviation

4. Contact Person:

- Name: Amy Raaz
- Phone: (303) 342-2201
- Email: Amy.Raaz@flydenver.com

5. Contact Person:

- Name: Somer Shindler / Thomas Shaffer
- Phone: (303) 342-4484 / (303) 342-2625
- Email: somer.shindler@flydenver.com / thomas.shaffer@flydenver.com

6. General description of proposed ordinance including contract scope of work if applicable:

- a. Contract Control Number: 201415671
- b. Duration: 3 years
- c. Location: DIA
- d. Affected Council District: 11
- e. Benefits: To provide additional funds to integrate (13) new conveyance units into the airport’s existing conveyance maintenance contract in order to provide continuity of service, seamless integration, and robust maintenance and operation services.
- f. Costs:

<i>Current Contract Amount</i> <i>(A)</i>	<i>Additional Funds</i> <i>(B)</i>	<i>Total Contract Amount</i> <i>(A+B)</i>
\$31,640,400	\$1,725,808	\$33,366,208

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>
9/1/2014 – 8/31/2017	n/a	n/a

- g. Date Goals Assigned: n/a
- h. Goals: 0% assigned. 2.15% voluntary participation.

7. Is there any controversy surrounding this ordinance? Please explain.

No

To be completed by Mayor’s Legislative Team:

SIRE Tracking Number: _____

Date: _____

Key Contract Terms

Type of Contract:

- Professional Services > \$500K Lease Design or Construction for airport improvements > \$5M
 Grant IGA Sale of Real Property Sale of Personal Property

Vendor/Contractor Name: ThyssenKrupp Elevator, Inc.

Contract control number: 201415671

City's contract manager: Matt Conway / Thom Shaffer

Was this contractor selected by competitive process? The contract was bid competitively. The amendment is sole source.

Has this contractor provided these services to the City before? Yes No

Term/Duration of contract/project: 9/1/2014 – 8/31/2017 / 3 years

Is this a new contract? Yes No Is this an Amendment? Yes No If yes, how many? 1

Renewal terms: Three 1-year extensions available

Purpose: To provide additional funds to integrate (13) new conveyance units into the airport's existing conveyance maintenance contract in order to provide continuity of service, seamless integration, and robust maintenance and operation services.

Scope of services to be provided with performance bench marks:

Since the City and County of Denver ("City") and ThyssenKrupp Elevator entered into Contract #201415671, Denver International Airport ("DEN") has expanded its facilities and added additional conveyance units. In order to provide the new equipment with a level of service commensurate to that of the existing agreement, the City has increased the Contract Maximum Liability, Staffing Plan, and Equipment to be Maintained and Serviced. All terms and conditions of Contract #201415671, except those expressly altered in this amendment, shall remain in full force and effect.

The minimum number of staff shall be not less than (16) Full-time Employees (FTEs), comprised of at least (11) certified mechanics and (5) helpers. The City/DEN reserves the right to approve or disapprove the contractor's staffing plan.

Cost/value: \$31,640,400 + \$1,725,808 = \$33,366,208

Source of funds: O&M

To be completed by Mayor's Legislative Team:

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Benefit: To provide additional funds to integrate (13) new conveyance units into the airport's existing conveyance maintenance contract in order to provide continuity of service, seamless integration, and robust maintenance and operation services.

Termination provision for City and for contractor:

TERMINATION

- A. The City has the right to terminate this Agreement, in whole or in part, without cause, on thirty (30) days written notice to the Contractor, and with cause on ten (10) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.
- B. If this Agreement is terminated by the Contractor, or if this Agreement is terminated by the City for cause, the Contractor's compensation in such event shall be limited to (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City, (2) the reasonable value to the City of the work which the Contractor performed prior to the date of the termination notice, but which had not yet been approved for payment, and (3) the cost of any work which the Manager approves in writing which he determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated for the convenience of the City and without the fault of the Contractor, the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing services hereunder prior to the date of the termination.
- C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method it deems expedient, and the Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City.
- D. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.
- E. The Contractor has the right to terminate this contract with cause by giving not less than thirty (30) days prior written notice to the City.

AIRPORT SECURITY

It is a material requirement of this Agreement that Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by Contractor or any of its employees or subcontractors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Agreement for cause.

Is this contract subject to: W/MBE DBE SBE XO101 ACDBE N/A

WBE/MBE/DBE commitments (construction, design, Airport concession contracts): 0% assigned. 2.15% voluntary participation.

To be completed by Mayor's Legislative Team:

SIRE Tracking Number: _____

Date: _____

Who are the subcontractors to this contract? n/a

Location: DEN

Affected Council District: 11

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