

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: 6/4/2014

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:** Denver International Airport requests contract execution of contract 201415671-00 with ThyssenKrupp Elevator who shall be responsible for maintenance, repair, and operation services for all conveyance equipment.

3. **Requesting Agency:** Department of Aviation

4. **Contact Person:** (With actual knowledge of proposed ordinance/resolution.)

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

5. **Contact Person:** (With actual knowledge of proposed ordinance/resolution who will present the item at Mayor Council and who will be available for first and second reading, if necessary.)

- **Name:** Dave LaPorte
- **Phone:** (303) 342-2269
- **Email:** dave.laporte@flydenver.com

6. **General description of proposed ordinance including contract scope of work if applicable:** The Contractor shall provide all of the labor, personnel, material, replacement parts and components, tools, equipment, lubricants and supplies needed to perform full and complete preventive maintenance, service, repair, inspection and testing of every type and description on the City’s elevators, escalators, power walks and associated systems and equipment to assure that they shall operate in a safe and reliable condition at all times, regardless of any pre-existing conditions.

***Please complete the following fields: (Incomplete fields may result in a delay in processing. If a field is not applicable, please enter N/A for that field.)*

- a. **Contract Control Number:** 201415671
- b. **Duration:** 3 years
- c. **Location:** Denver International Airport
- d. **Affected Council District:** 11
- e. **Benefits:** Ensure the maintenance and repair of conveyance equipment at Denver International Airport
- f. **Costs:** Not to exceed 31,640,400.00

<i>Current Contract Amount</i>	<i>Additional Funds</i>	<i>Total Contract Amount</i>
<i>(A)</i>	<i>(B)</i>	<i>(A+B)</i>
31,640,400.00	n/a	31,640,400.00

<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:** Since this project was approved before Executive Order 101, the contract Scope of Services did not fall under the definition of DSBO’s CEI (Construction Empowerment Initiative) Ordinance. Professional Services for design, construction or reconstruction are subject to the goals ordinance. Anything outside of these services, including

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professional services not related to construction is reviewed on a case-by-case basis. Professional Services not related to construction usually do not have assigned goals. Nonetheless, ThyssenKrupp Elevator was highly encouraged to leverage M/WBE commitments and have pledged a minimum of 2.15% participation.

7. **Is there any controversy surrounding this ordinance?** (*Groups or individuals who may have concerns about it?*) **Please explain.** No

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Key Contract Terms

Vendor/Contractor Name: ThyssenKrupp Elevator

Contract control number: 201415671

City's contract manager: Matt Conway

Was this contractor selected by competitive process? Was it the low bid? This contract was procured through a competitive process and met the requirements of Executive Order 8B. ThyssenKrupp was not the lowest bidder; however the evaluation committee gave them the highest technical score, thereby offsetting the difference in price. With that said, during negotiations the City and ThyssenKrupp were able to agree on contract price lower than any bid received.

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

Renewal terms: 3 1-yr renewal options

Purpose: Contractor will provide maintenance, repair, and operation services for the conveyance systems at Denver International Airport.

Scope of services to be provided with performance bench marks: The Contractor shall provide all of the labor, personnel, material, replacement parts and components, tools, equipment, lubricants and supplies needed to perform full and complete preventive maintenance, service, repair, inspection and testing of every type and description on the City's elevators, escalators, power walks and associated systems and equipment to assure that they shall operate in a safe and reliable condition at all times, regardless of any pre-existing conditions. The Contractor's performance will be evaluated through Contract Performance Objectives A through J.

Cost/value: \$31,640,400.00

Source of funds: O&M

Benefit: Contractor will ensure the maintenance, repair, and operation services of conveyance equipment per the service agreement

Termination provision for City and for contractor:

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

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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.

WBE/MBE/DBE commitments (construction, design, Airport concession contracts): 2.15%
Who are the subcontractors to this contract? None

Location: Denver International Airport

Affected Council District: 11

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