

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 4th day of August 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Advanced Exercise, located at 861 SouthPark Drive #100, Littleton, Colorado 80120, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached Advanced Exercise Proposal 028105-R3 and NJPA Award 120215-LFF attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of agreement execution.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of one hundred twenty-seven thousand three hundred fifty-six dollars and eighty-nine cents (\$127,356.89). Pricing from cooperative agreement NJPA 120215-LFF, County terms and conditions supersede.

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the

County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000
8.1.2. General Aggregate: \$2,000,000

8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be

construed to conflict with the obligations of the Contractor concerning indemnification.

- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

- 10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

- 11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 11.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually

performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

- 12.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. **OSHA:** The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 12.5. **Assignability:** Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 12.6. **Waiver:** Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Fleet and Facilities Maintenance
Contact: Sean Braden
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6003
E-mail: Sbraden@adcogov.org

Department: Adams County Purchasing
Contact: Shawn Hartmann
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6279
E-mail: Shartmann@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Advanced Exercise
Contact: Laura Emrich
Address: 861 SouthPark Drive #100
City, State, Zip: Littleton, Colorado 80120
Phone: 970.445.0153
E-mail: Kprice@advancedexercise.com

12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

- 12.10. **Severability:** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. **Authorization:** Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. **Confidentiality:** All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. **Amendments or Change Orders:** The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. **Extensions:** The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

[Signature] _____ Date 8/15/17 _____
Chair

Advanced Exercise

[Signature] _____ Date 8-4-17 _____
Signature

Gregg Spicker _____ Title Pres _____
Printed Name

Attest:

Stan Martin, Clerk and Recorder *[Signature]* _____
Deputy Clerk

Approved as to Form: *[Signature]* _____
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Arapahoe _____)

STATE OF Colorado _____)SS.

Signed and sworn to before me this 4th day of August, 2017,

by Kimberly Price _____

[Signature] _____
Notary Public

KIMBERLY PRICE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164003312
MY COMMISSION EXPIRES 01-26-2020

My commission expires on: 1/26/2020 _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

ADVANCED EXERCISE _____ 8-4-17 _____
Company Name Date

[Signature] _____
Signature

GREGG SPIEKER _____
Name (Print or Type)

Pres. _____
Title

Note: Registration for the E-Verify Program can be completed at:
<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

NJPA AWARDED CONTRACT



NJPA VENDOR CONTRACT SUMMARY – LIFE FITNESS/HAMMER STRENGTH

DATE February 10, 2016	RFP # 120215
AWARDED CONTRACT NUMBER 120215-LFF	NJPA RFP TITLE & CATEGORY Exercise, Fitness, and Rehabilitation Equipment with Related Accessories, Services, Installation, and Supplies
CONTRACT PERIOD February 10, 2016- January 19, 2020	PRICING MODEL Line item pricing
DESCRIPTION Life Fitness's NJPA contract is the one stop solution to all your fitness and strength equipment needs at the best available prices. Life Fitness provides members with a turnkey solution which includes financing, trade-ins, facility design & equipment placement, full installation, service plans, and dealer options.	
VENDOR NAME AND ADDRESS Life Fitness 5100 North River Road Schiller Park, IL 60176	VENDOR CONTACT Tim Moran Tim.Moran@lifefitness.com 847-922-0344

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS Section 2.4 "Contract" as used herein shall mean cumulative documentation consisting of the RFP, and entire Bidder's Response, and fully executed "Acceptance and Award". <u>Request for Proposal (RFP)</u> <u>Contract Acceptance & Award</u>	RELATED CONTRACT DOCUMENTATION <u>Proposal Evaluation</u> <u>Affidavit of Advertisement</u> <u>Proposal Opening Witness Page</u>
DOCUMENTATION OF CONTRACT MAINTENANCE	ADDITIONAL INFORMATION:

NJPA INFORMATION

NJPA CONTACT Tom Morgan	TITLE NJPA Contract Manager
PHONE 218-895-4119	EMAIL Tom.Morgan@Njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	WEBSITE www.njpacoop.org



advanced exercise

advancedexercise.com | 861 SouthPark Drive #190, Littleton, CO 80120 | 800.520.1112

CONSULTANT


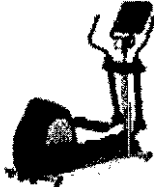

Laura Emrich
lemrich@advancedexercise.com
Phone: 970.445.0153
Fax: 970.797.1717

Date: June 12, 2017
Quote Expires: 45 day(s)
Proposal # 028105-R3

BILL TO
Adams County
4430 S. Adams County Parkway, 4th Floor Suite C4000B
Brighton, Co 80601-8213
Charles DuScha
(720) 523-8076
cduscha@adcogov.org





SHIP TO
Adams County

CARDIO EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
CLST-DOMXX	Life Fitness	Integrity Series Classic Treadmill	<ul style="list-style-type: none"> • 4 H.P. (8 H.P. Peak) AC Motor • 0.5-14 MPH • 0%-15% Elevation • 20" x 60" Running Surface • 28 Workout Programs Including 6 Zone Training Programs • Integrated TV Controls • USB Charging Port • Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry • DX3 Deck Belt System • 83"L x 37"W x 62.25"H • 120V Dedicated 20AMP NEMA5-20R Receptacle 	5,355.00	5	\$26,775.00
						
CLSX-DOMXX	Life Fitness	Integrity Series Classic Elliptical Cross-Trainer	<ul style="list-style-type: none"> • 18" Stride Length • 25 Resistance Levels • 27 Workout Programs Including 5 Zone Training Programs • Amber LED Display • Integrated TV Controls • USB Charging Port • Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry • Self Powered with Optional Power Cord 	3,416.00	3	\$10,248.00
						
CLPM-ALLXX	Life Fitness	Integrity Series PowerMill	<ul style="list-style-type: none"> • Sure Step System™ AC Motor • Broad Speed Range from 12-185 SPM • Largest Step Surface in the Industry • MaxBlox™ Pinch Protectors • 28 Workout Programs Including 6 Zone Training Programs • Integrated TV Controls • USB Charging Port • Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry • 57"L x 32.5"W x 82"H • 9' Ceiling Height will accommodate 95% of Users • 115V 15AMP Receptacle 	6,300.00	2	\$12,600.00
						



advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
CLSR-DOMXX	Life Fitness	Integrity Series Classic Recumbent Lifecycle Bike 	<ul style="list-style-type: none"> • 25 Resistance Levels • 28 Workout Programs • Amber LED Display • Integrated TV Controls • USB Charging Port • Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry • Recumbent Seat with Built-in Grooves • Self Powered with Optional Power Cord 	2,466.80	1	\$2,466.80
CLSC-DOMXX	Life Fitness	Integrity Series Classic Upright Lifecycle Bike 	<ul style="list-style-type: none"> • 25 Resistance Levels • 28 Workout Programs • Amber LED Display • Integrated TV Controls • USB Charging Port • Heart Rate Monitoring: Life Pulse™ Hand Sensors and Polar® Telemetry • Comfort Curve Seat with Built-in Grooves • Self Powered with Optional Power Cord 	2,393.30	1	\$2,393.30
GROUP-ROW	Life Fitness	GX Row 	<ul style="list-style-type: none"> • Fluid Technology Resistance provides smooth motion • 12 Levels of variable resistance • Compact footprint • Easily moved with transport wheels • Stores vertically if needed • Battery operated console for exercise feedback • Adjustable footboard and foot straps • 76.8" L x 31.5" 	1,709.25	1	\$1,709.25
GROUP-LIFECYCLE-02C	Life Fitness	Lifecycle GX Bike with Console 	<ul style="list-style-type: none"> • Dual Magnetic Braking System • Belt Drive • Precision Brake Lever • Backlit Display Monitor • Dual Sided SPD Pedals • Vertical, Fore, Aft Seat and Handlebar Adjustments • Dual Water Bottle Holders • Custom Molded Stretching Platforms • 20 Resistance Levels • 54.8 in L x 23 in. W x 39.5 in. H • Unit Weight: 111 lbs. 	1,446.75	2	\$2,893.50



advanced exercise

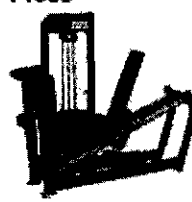
AUDIO VISUAL

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
LFTV-15XA	Life Fitness	16 In. Attachable TV - NTSC/ATSC	<ul style="list-style-type: none"> • 16 In. diagonal screen • Acrylic Protection Panel & Gasket • 1680 X 1080 Resolution • High Definition 1080p! 	835.20	7	\$5,846.40





STRENGTH EQUIPMENT

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
HS-SLP	Hammer Strength	Hammer Select Seated Leg Press	<ul style="list-style-type: none"> • 2" x 4" and 2" x 3" 11 gauge steel tubing • Start Position is adjusted in five 10-degree increments • Rear Weight Stack Shroud • Add On Incremental Weight System • Maintenance-free, chrome steel rails offer smooth motion • User positioning and pressing angles are biomechanically optimized • Machine Weight: 810lb. • Weight Stack: 390lb. • Dimensions: 79"L x 40"W x 71"H • Made in USA 	4,461.75	1	\$4,461.75
HS-SLP-7002	Hammer Strength	Hammer Select Seated Leg Press SE Upgrade	<ul style="list-style-type: none"> • Additional Upgrades to Base Hammer Strength Select • Integrated Incremental Weight System 	260.10	1	\$260.10
HS-SLC	Hammer Strength	Hammer Select Seated Leg Curl	<ul style="list-style-type: none"> • 2" x 4" and 2" x 3" 11 gauge steel tubing • Start Position is adjusted in five 10-degree increments • Lift & Lock Seat Back System • Rear Weight Stack Shroud • Add On Incremental Weight System • Back pad adjusts from seated position for correct alignment • Adj. thigh pad with handles for stabilization • Machine Weight: 515lb. • Weight Stack: 295lb. • Dimensions: 55"L x 34"W x 55"H • Made in USA 	2,868.00	1	\$2,868.00








advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
HS-SLC-7002	Hammer Strength	Hammer Select Seated Leg Curl SE Upgrade	<ul style="list-style-type: none"> • Additional Upgrades to Base Hammer Strength Select • Easy Adjust Ratchet Roller Seat Back • Integrated Incremental Weight System • Easy Adjust Tibia Pad 	520.20	1	\$520.20
HS-LE	Hammer Strength	Hammer Select Leg Extension	 <ul style="list-style-type: none"> • 2" x 4" and 2" x 3" 11 gauge steel tubing • Start Position is adjusted in five 10-degree increments • Lift & Lock Seat Back System • Rear Weight Stack Shroud • Add On Incremental Weight System • Adjustments are accessible from seated position • Machine Weight: 570lb. • Weight Stack: 296lb. • Dimensions: 47"L x 41"W x 64"H • Made in USA 	2,710.50	1	\$2,710.50
HS-LE-7002	Hammer Strength	Hammer Select Leg Extension SE Upgrade	<ul style="list-style-type: none"> • Additional Upgrades to Base Hammer Strength Select • Easy Adjust Ratchet Roller Seat Back • Integrated Incremental Weight System • Easy Adjust Tibia Pad 	520.20	1	\$520.20
HS-ADC	Hammer Strength	Hammer Select Assist Dip / Chin	 <ul style="list-style-type: none"> • 2" x 4" and 2" x 3" 11 gauge steel tubing • Start Position is adjusted in five 10-degree increments • Lift & Lock Seat System • Rear Weight Stack Shroud • Add On Incremental Weight System • Incorporates two different exercises in one machine • Knee pad folds down for unassisted training • Multi-position handles allow for exercise variety • Machine Weight: 655lb. • Weight Stack: 190lb. • Dimensions: 48"L x 46"W x 57"H • Made in USA 	3,104.25	1	\$3,104.25
HS-ADC-7002	Hammer Strength	Hammer Select Assist Chin Dip SE Upgrade	<ul style="list-style-type: none"> • Additional Upgrades to Base Hammer Strength Select • Integrated Incremental Weight System 	260.10	1	\$260.10






advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
HS-CP	Hammer Strength	Hammer Select Chest Press 	<ul style="list-style-type: none"> • 2" x 4" and 2" x 3" 11 gauge steel tubing • Start Position is adjusted in five 10-degree increments • Lift & Lock Seat System • Rear Weight Stack Shroud • Add On Incremental Weight System • Built-in foot bar enhances user stabilization • Machine Weight: 580 lbs • Weight Stack: 295 lbs • Dimensions: 41"L x 57"W x 64"H 	2,620.50	1	\$2,620.50
HS-CP-7002	Hammer Strength	Hammer Select Chest Press SE Upgrade	<ul style="list-style-type: none"> • Additional Upgrades to Base Hammer Strength Select • Easy Adjust Ratchet Roller Seat • Integrated Incremental Weight System 	346.80	1	\$346.80
HS-RW	Hammer Strength	Hammer Select Row 	<ul style="list-style-type: none"> • 2" x 4" and 2" x 3" 11 gauge steel tubing • Start Position is adjusted in five 10-degree increments • Lift & Lock Seat System • Rear Weight Stack Shroud • Add On Incremental Weight System • Overhead pivot creates natural arc of motion • Multiple hand positions provide variety of exercises • Machine Weight: 580lb. • Weight Stack: 295lb. • Dimensions: 52"L x 34"W x 71"H • Made in USA 	2,620.50	1	\$2,620.50
HS-RW-7002	Hammer Strength	Hammer Select Row SE Upgrade	<ul style="list-style-type: none"> • Additional Upgrades to Base Hammer Strength Select • Easy Adjust Ratchet Roller Seat • Integrated Incremental Weight System 	346.80	1	\$346.80
HS-FPD	Hammer Strength	Hammer Select Fixed Pulldown 	<ul style="list-style-type: none"> • 2" x 4" and 2" x 3" 11 gauge steel tubing • Start Position is adjusted in five 10-degree increments • Lift & Lock Seat System • Rear Weight Stack Shroud/Add On Incremental Weight System • Defined path of motion • Angled seat and hand grips for proper exercise position • Machine Weight: 620lb. • Weight Stack: 295lb. • Dimensions: 58"L x 55"W x 73"H • Made in USA 	2,541.75	1	\$2,541.75
HS-FPD-7002	Hammer Strength	Hammer Select Fixed Pulldown SE Upgrade	<ul style="list-style-type: none"> • Additional Upgrades to Base Hammer Strength Select • Easy Adjust Ratchet Roller Seat • Integrated Incremental Weight System 	346.80	1	\$346.80


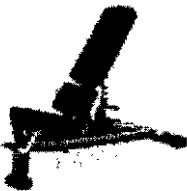




advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
HS-SP	Hammer Strength	Hammer Select Shoulder Press 	<ul style="list-style-type: none"> • 2" x 4" and 2" x 3" 11 gauge steel tubing • Start Position is adjusted in five 10-degree increments • Lift & Lock Seat System • Rear Weight Stack Shroud • Add On Incremental Weight System • Choice of grips includes a neutral position for individual preference and anatomical limitations • Seat position provides range of motion adjustment • Machine Weight: 520lb. • Weight Stack: 200lb. • Dimensions: 60"L x 56"W x 64"H • Made in USA 	2,541.75	1	\$2,541.75
HS-SP-7002	Hammer Strength	Hammer Select Shoulder Press SE Upgrade	<ul style="list-style-type: none"> • Additional Upgrades to Base Hammer Strength Select • Easy Adjust Ratchet Roller Seat • Integrated Incremental Weight System 	346.80	1	\$346.80
HS-ABC	Hammer Strength	Hammer Select Abdominal Crunch 	<ul style="list-style-type: none"> • 2" x 4" and 2" x 3" 11 gauge steel tubing • Start Position is adjusted in five 10-degree increments • Lift & Lock Seat System • Rear Weight Stack Shroud • Add On Incremental Weight System • AbCam System replicates natural abdominal crunch movement • Counterbalanced workarm provides low start resistance • Two foot pegs ensure comfort with no adjustments • Machine Weight: 400lb. • Weight Stack: 200lb. • Dimensions: 62"L x 36"W x 68"H • Made in USA 	2,710.50	1	\$2,710.50
HS-ABC-7002	Hammer Strength	Hammer Select Abdominal Crunch SE Upgrade	<ul style="list-style-type: none"> • Additional Upgrades to Base Hammer Strength Select • Integrated Incremental Weight System 	260.10	1	\$260.10
OSHAA	Life Fitness	Optima Series Dual Hip Abductor/Adductor 	<ul style="list-style-type: none"> • Oval frame 11 gauge tubing with powder coat finish • Contoured cushions with molded foam • Solid steel weights with drop down increment weight • Low profile tower height of 57" • Optional front and rear shrouds • Dual resistance design works inner and outer thighs • Single adjustment controls starting position • Machine Weight: 425lb. • Weight Stack: 142lb. • Dimensions: 66"L x 66"W x 57"H 	2,603.20	1	\$2,603.20






advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
OS-SHROUD	Life Fitness	Optima Series Front and Rear Shroud Option (except OSDAP)	<ul style="list-style-type: none"> • Full Weight Stack Shroud 	191.70	1	\$191.70
CMDAP	Life Fitness	Signature Series Cable Motion Dual Adjustable Pulley	 <ul style="list-style-type: none"> • Oval frame 11-gauge tubing with powder coat finish • 1" solid steel weight plates • Rear weight stack shrouds • 22 adjustment positions per column • 1:4 resistance ratio • 3 position pull up station • Accessory kit & storage included • Machine Weight: 1265lb. • Weight Stack: 2 x 390lb. • Dimensions with pull-up handles: 44"L x 82"W x 95"H • Made in USA 	4,419.20	1	\$4,419.20
SMAB	Life Fitness	Signature Series Multi-Adjustable Bench	 <ul style="list-style-type: none"> • Oval frame 11-gauge tubing with powder coat finish • Contoured cushions with molded foam • Patent-pending single-pin adjustment mechanism • Allows users to simultaneously adjust seat and back pad • Handle and wheels for easy mobility • Adjusts from flat to 70-degrees • Machine Weight: 125lb. • Dimensions: 53"L x 32"W x 45"H 	861.75	2	\$1,723.50
SDR2	Life Fitness	Signature Series Two Tier Dumbbell Rack	 <ul style="list-style-type: none"> • Oval frame 11-gauge tubing with powder coat finish • Accommodates 10 pairs of dumbbells • Integrated labeling system for dumbbell placement • Machine Weight: 275lb. • Dimensions: 90"L x 25"W x 33"H 	771.75	1	\$771.75
OSDBV	Life Fitness	Optima Series Vertical Dumbbell Rack	 <ul style="list-style-type: none"> • Oval frame 11 gauge tubing with powder coat finish • Holds 6 pairs 5lb. to 30lb. dumbbell sizes • Machine Weight: 67lb. • Dimensions: 20"L x 20"W x 45"H 	351.20	1	\$351.20



advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
SADB	Life Fitness	Signature Series Adjustable Decline/Abdominal Crunch	<ul style="list-style-type: none"> • Oval frame 11-gauge tubing with powder coat finish • Contoured cushions with molded foam • Adjustment angles: -10.5, -15.5, -20.5, -25.5 deg • Handle and wheels for easy mobility • Machine Weight: 125lb. • Dimensions: 61"L x 44"W x 32"H 	697.50	1	\$697.50
						
SSM	Life Fitness	Signature Series Smith Machine	<ul style="list-style-type: none"> • Oval frame 11-gauge tubing with powder coat finish • 7-degree bar angle • Fully enclosed linear bearings • Counterbalanced starting weight of 20lb. • Bench Sold Separately • Machine Weight: 580lb. • Dimensions: 49"L x 87"W x 93"H 	3,119.25	1	\$3,119.25
						
SLR	Life Fitness	Signature Series Leg Raise	<ul style="list-style-type: none"> • Oval frame 11-gauge tubing with powder coat finish • Contoured cushions with molded foam • Unique back pad provides optimal stabilization and support • Step up foot platform • Machine Weight: 140lb. • Dimensions: 46"L x 33"W x 54"H 	966.75	1	\$966.75
						




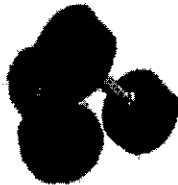
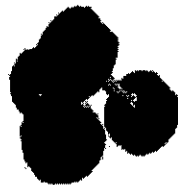
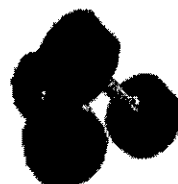
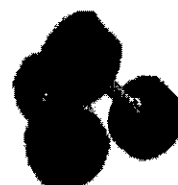
FREE WEIGHTS

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
TSD-005-050R-SET	Troy Barbell	12-Sided Rubber Encased Dumbbells (10 Pair) 5-50lb. Set		1,089.00	1	\$1,089.00



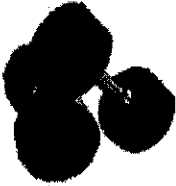
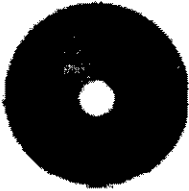
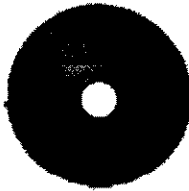
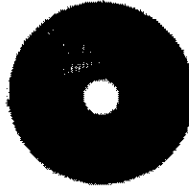



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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
TSD-005R	Troy Barbell	12-Sided Rubber Encased Dumbbells 5lb. (each)		9.90	2	\$19.80
						
TSD-008R	Troy Barbell	12-Sided Rubber Encased Dumbbells 8lb. (each)		15.84	2	\$31.68
						
TSD-010R	Troy Barbell	12-Sided Rubber Encased Dumbbells 10lb. (each)		19.80	2	\$39.60
						
TSD-012R	Troy Barbell	12-Sided Rubber Encased Dumbbells 12lb. (each)		23.76	2	\$47.52
						
TSD-055R	Troy Barbell	12-Sided Rubber Encased Dumbbells 55lb. (each)		108.90	2	\$217.80
						



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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
TSD-060R	Troy Barbell	12-Sided Rubber Encased Dumbbells 60lb. (each)		118.80	2	\$237.60
						
GO-002R	Troy Barbell	Rubber Encased Olympic Plate 2.5lb.		4.50	2	\$9.00
						
GO-005R	Troy Barbell	Rubber Encased Olympic Plate 5lb.		9.00	4	\$36.00
						
GO-010R	Troy Barbell	Rubber Encased Olympic Plate 10lb.		18.00	4	\$72.00
						
GO-025R	Troy Barbell	Rubber Encased Olympic Grip Plate 25lb.		45.00	4	\$180.00
						



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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
GO-045R	Troy Barbell	Rubber Encased Olympic Grip Plate 45lb.		81.00	4	\$324.00

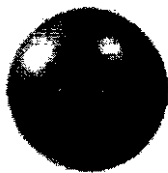


TOZC-1_ZG	Troy Barbell	Olympic Collar 2 in. EZ-on Spring Collar with Rubber Grip		8.63	2	\$17.25
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TRAINING TOOLS

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
80110	Power Systems	VersaBall Pro - 55 cm - Purple Surf	• PVC Stability Ball	33.92	1	\$33.92
80115	Power Systems	VersaBall Pro - 65 cm - Jet Black	• PVC Stability Ball	39.59	1	\$39.59
80127	Power Systems	VersaBall Pro - 75 cm - Silver Frost	• PVC Stability Ball	45.89	1	\$45.89






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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
92465	Power Systems	Premium Stability Ball Rack - 3 Ball		179.10	1	\$179.10
						
80232	Power Systems	High Density Foam Roller - 36 in. (L) x 6 in. (Dia.) - Round	<ul style="list-style-type: none">• Round• High density foam roller• 36" length	17.99	6	\$107.95
						
83602	Power Systems	Premium Club Mat - 56 in. (L) x 23 in. (W) x 5/8 in. (Thick) - Tranquility Blue		34.20	7	\$239.40
92552	Power Systems	Wall-Mounted Mat Rack		89.99	1	\$89.99
83405		Power Systems Yoga Strap- 6 ft Purple		7.16	20	\$143.10
83430	Power Systems	Power Systems Yoga Strap - 8 ft. - Blue	<ul style="list-style-type: none">• Buckle adjustment• 1 lb.	9.35	10	\$93.51
						
83350		Power Systems Yoga block, 9in x 6in x 3in purple		9.87	15	\$148.06



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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
83380	Power Systems	Power Systems Yoga Block - 9in x 6in x 4in. - Blue	<ul style="list-style-type: none"> • Lightweight • Durable foam blocks • 9"x6"x4" 	12.05	15	\$180.75
						
83327		Premium Yoga Mat Power Systems 66in x 24in x 1/4 ocean blue		24.30	15	\$364.50
83333		Premium Yoga Mat Power Systems-66in x 24in x 1/4 mystic purple		24.30	15	\$364.50
35098	Advanced Exercise	PST speed ropes 8ft (red)		3.74	1	\$3.74
35099	Advanced Exercise	PST speed rope 9ft (blue)		4.49	2	\$8.98
35100	Advanced Exercise	PST speed rope 10ft (black)		4.49	1	\$4.49
27280		PST med ball tree kit, elite, grey, 12,15,18,20,25lbs		438.29	2	\$876.58
99974		PST versa loops kit, includes 8 resistances		19.79	1	\$19.79
79930	Advanced Exercise	PST Body Ball exercise chart, laminated, 24in x 36in		20.39	1	\$20.39
69988		PST Exercise & Muscle Chart, laminated, 24in x 36in		24.99	1	\$24.99
07-70593	Spr	Fitbag - 10lb		25.48	1	\$25.48





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Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
07-70584	Spri	Fitbag - 20lb		38.23	1	\$38.23



 **BRACKETS, STANDS & CABLES**

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
AK71-00071-0000	Life Fitness	Integrity Series PowerMill TV Bracket	<ul style="list-style-type: none"> • Attachable TV Bracket • Fits with Integrity Series PowerMill 	145.00	1	\$145.00
AK71-00064-0001	Life Fitness	Integrity Series Arctic Silver CLST, 97T TV Bracket	<ul style="list-style-type: none"> • Attachable TV Bracket • Fits with Integrity Series Arctic Silver CLST and 97T 	145.00	3	\$435.00
AK71-00065-0001	Life Fitness	Integrity Series Arctic Silver CLSX TV Bracket	<ul style="list-style-type: none"> • Attachable TV Bracket • Fits with Integrity Series Arctic Silver CLSX 	145.00	1	\$145.00
AK71-00067-0001	Life Fitness	Integrity Series Arctic Silver CLSC, CLSR TV Bracket	<ul style="list-style-type: none"> • Attachable TV Bracket • Fits with Integrity Series Arctic Silver CLSC and CLSR 	142.00	2	\$284.00



Comments:
NJPA contract # 120215-LFF

Subtotal: **\$116,546.89**

all Life Fitness & Hammer Strength products platinum frame, black upholstery

Freight: **2,460.00**
 Delivery and install: **9,350.00**
 Taxes As Applicable
 Total: **\$127,356.89**



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Terms & Conditions

Purchase order

Terms: 60% deposit required prior to ordering, balance due on delivery. All other terms and credit lines are subject to credit approval. Invoice will be due end payable, based on the original requested installation date, unless notified in writing 60 days prior of the requested installation date. We accept cash, checks, money orders, and wire transfers of funds. A late payment fee will be assessed at a rate of 1.5% (18% annual) per month on any unpaid balance remaining 30 days after the due date. Special Orders: A 100% prepayment is required for all customized products including but not limited to custom colors, sports flooring and products with logos such as plates, dumbbells and platforms.

Return Policy: Any returns require approval in writing by Advanced Exercise Project Management. A minimum 25% restocking fee, plus freight, will be incurred for all non-custom products returned. Customized products are nonreturnable. All products with color choices are defined as custom products.

Bolt-Down Requirements: Life Fitness recommends that all strength training equipment be secured to the floor in order to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness requires that certain strength training equipment (specifically the Synergy 360-90, T, XS, XM, HD-Elite Half Rack/Short Base, Athletic Series Rigs, Athletic Series Racks with Wing option and other products to be used for body weight strap training) be secured to the floor. In the case of Synergy 360S, T, XS, XM and the Elite HD Half Rack Short Base, the customer acknowledges:

- Customer has determined the proper placement of the equipment to be secured. Customer Initial _____
- Customer has identified and informed Advanced Exercise of the location of any utility, service lines, including but not limited to post tension cables. It is the customer's responsibility to identify the locations of any cables or lines prior to installation. Customer Initial _____
- Customer has confirmed that the subfloor consists of no less than 2.5 inches of concrete. Customer Initial _____
- Customer has obtained any and all consents to the drilling of holes in the flooring and subflooring. Customer Initial _____

If your order includes any of the equipment requiring bolting to the floor, initials are required above and an additional signed waiver will be required to place the order. Additional products may require bolting to the floor, wall or ceiling. Bolting is not included on these products unless otherwise noted on the quotation. Customer is responsible for bolting these products to meet the manufacturer's requirements. This includes TRX, Core Energy, Boxing mounts and other products that require bolting to the facility structure.

Wall & Ceiling Attached Items: The installation of any items such as TRX Multi Mounts, X Mounts, Wall Mat Racks, etc. that require bolting to walls or ceilings are not included in the proposal unless otherwise noted.

Flooring Installation: Refer to the product specifications to ensure that the sub-floor meets the material installation requirements. Freight offloading, inside delivery, adhesive, moisture tests, moisture reducers, base boards, sub-floor prep, sub-floor cleaning, transition strips and existing floor removal and disposal are not included unless otherwise noted on the quotation.

Storage: We reserve the right to assess storage fees not to exceed 1.5% per month, or fraction thereof and request payment in full on the related customer's invoice, when a customer's original requested delivery date is delayed by circumstances beyond our control.

Taxes: We collect sales or use taxes only in jurisdictions where we are licensed to do so. Customer agrees to accept sole liability and responsibility to pay for any and all uncollected sales or use tax liabilities, related penalties and interest that arise as a result of the purchase of products and/or services from our company.

Security: Until all products are paid in full, customer hereby grants to, and Advanced Exercise shall retain, a security interest in and lien on all products sold to the customer.

I accept the terms and conditions of this quote.

Signature: *Charles B. DuScha*
 Name: Charles DuScha
 Date: 6/13/17
 Customer Requested Install Date: 9-1-17

Shawn Hartmann

From: Kim Price [KPrice@advancedexercise.com]
Sent: Tuesday, August 01, 2017 11:20 AM
To: Shawn Hartmann; Laura Emrich
Cc: Katie McGarvey; Bruce Schlagel
Subject: RE: Adams County order - needs review asap

Gregg approved the quote with your revisions.

Thank you,

Kim Price | Accounts Payable Specialist
O: 303.996.0048 x 1016
KPrice@advancedexercise.com



From: Shawn Hartmann [<mailto:SHartmann@adcogov.org>]
Sent: Tuesday, August 01, 2017 11:13 AM
To: Kim Price; Laura Emrich
Cc: Katie McGarvey; Bruce Schlagel
Subject: RE: Adams County order - needs review asap

What about the T&C's that we redlined on the quote?

Thanks



Shawn Hartmann
Contract Specialist II, *Finance Department*
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, Suite C4000A
Brighton, CO 80601-8212
direct: 720.523.6279 | main: 720.523.6050
shartmann@adcogov.org | adcogov.org

From: Kim Price [<mailto:KPrice@advancedexercise.com>]
Sent: Monday, July 31, 2017 3:25 PM
To: Laura Emrich
Cc: Shawn Hartmann; Katie McGarvey; Bruce Schlagel
Subject: RE: Adams County order - needs review asap

Hello,

Attached is completed, I am still awaiting insurance COI's and will forward them asap.

Thank you,

Kim Price | Accounts Payable Specialist
O: 303.996.0048 x 1016
KPrice@advancedexercise.com