

Purchase Order Number 12644

This Number Must Appear on all
Invoices, Packing Lists, and PackagesADAMS COUNTY
PURCHASE ORDERPage 1 of 1
Order Date: 06/23/15
Requested Date: 12/31/15
Cost Center: 4308

Vendor Address	Vendor and Shipping Information	Ship To Information
THYSSENKRUPP ELEVATOR CORP PO BOX 933004 ATLANTA GA 31193 3004 <i>attn: George Hess</i> VENDOR NUMBER: 41127	Phone: <i>303.210.9192</i> FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY FRONT RANGE AIRPORT 5200 FRONT RANGE PARKWAY WATKINS CO 80137-7131

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	1	Elevator maintenance-ATCT Purchase Order being issued for Contractor to provide Quarterly Elevator Maintenance Services and Emergency Elevator Services for Adams County Government Front Range Airport- Traffic Control Tower located at 5000 North Devonshire Street, Walkins, Colorado 80137. All services per Service Agreement #RFP 2015-114. Coordinate all services with Bob Lewan, Operations Manager at 303.261.9103.		EA	0.0000	2,700.00	4308.7825	00006574

Original

Term	Tax Rate	Sales Tax	Total Order
Net 30 Days	*NA*	0.00	2,700.00

ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
COLORADO TAX EXEMPT #98-03569Invoice to:
Adams County A/P
4430 S. Adams County Pkwy.
Suite C4000A
Brighton, CO 80601-8212
720-523-6050Inquiries to:
Adams County Purchasing Department
4430 S. Adams County Parkway,
Suite C4000A
Brighton, CO 80601-8212
720-523-6050*Heidi Ellis*

219519ELLIS, HEIDI M

ADAMS COUNTY AUTHORIZED SIGNATURE

BLUE COPY

SERVICE PURCHASE ORDER TERMS AND CONDITIONS

- 1. 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.
- 2. TERM:** The term of this Agreement shall be for no more than one year from the date of this purchase order unless other wise noted on the first page of this document.
- 3. 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.
- 4. NONDISCRIMINATION:** 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.
- 5. 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.
- 6. INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 6.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 6.1.1. Each Occurrence \$1,000,000
 - 6.1.2. General Aggregate \$2,000,000
 - 6.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 6.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
 - 6.2.2. Personal Injury Protection Per Colorado Statutes
 - 6.3. Workers' Compensation Insurance: Per Colorado Statutes
 - 6.4. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional 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:
 - 6.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 6.4.2. 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.
 - 6.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
 - 6.5. 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.
 - 6.6. 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.
 - 6.7. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.
- 7. TERMINATION:**
- 7.1. 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.
 - 7.2. 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.

8. MUTUAL UNDERSTANDINGS:

8.1. 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 the 17th Judicial District, Colorado.

8.2. 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, and that no violation of such provisions are present. 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) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."

8.3. OSHA: 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.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. 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.

8.8. 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 a facsimile was received.

8.9. 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.

8.10. 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.

9. CHANGE ORDERS OR EXTENSIONS:

9.1. 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. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

9.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

10. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

10.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

10.2. 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.

10.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

10.4. 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.

10.5. 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.

10.6. 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.

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10.7. If 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 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 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

10.8. 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).

10.9. 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.

11. **Quality:** Seller warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At Buyer's option, and without prejudice to any other rights Buyer may have, Seller shall remedy any defective goods or reimburse Buyer for its costs for remedying or replacing defective goods.

12. **Appropriation Clause:** The payment of Buyer's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the Buyer may terminate this Order. Buyer's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against Buyer.

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Service Agent
RFP 2015.114



PROPOSAL FORM ELEVATOR MAINTENANCE

Location	Cost Initial Inspection and Testing	Cost Monthly Maintenance
Adams County Government Center 4430 South Adams County Parkway Brighton, CO 80601	Ø	\$ 1275.00
Adams County Public Works Building 4955 East 74 th Avenue Commerce City, CO 80022	Ø	\$ 125.00
Adams County Human Services Building 7190 Colorado Boulevard Commerce City, CO 80022	Ø	\$ 875.00
Adams County Children and Family Center 7401 North Broadway Denver, CO 80221	Ø	\$ 250.00
Adams County Justice Center 1100 Judicial Drive Brighton, CO 80601	Ø	\$ 2575.00
Adams County District Attorney's Building 1000 Judicial Drive Brighton, CO 80601	Ø	\$ 250.00
Adams County Service Center 4201 East 74 th Avenue Commerce City, CO 80221	Ø	\$ 125.00
Adams County Detention Facility 150 North 19 th Avenue Brighton Co 80601	Ø	\$ 675.00
Adams County Western Service Center 12200 Pecos Street Westminster, CO 80234	Ø	\$ 250.00
Adams County Parks and Community Resources 9755 Henderson Road Brighton, CO 80601	Ø	\$ 125.00
Front Range Airport Air Traffic Control Tower 5000 North Devonshire Street Watkins, CO 80137	Ø	\$ 300.00

PO#
12644 →

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PURCHASE OF SERVICE AGREEMENT 2015.114

THIS AGREEMENT ("Agreement") is made this 10th day of April 2015, 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 ThyssenKrupp Elevator, located at 7367 S. Revere Pkwy, Unit 2-A, Centennial, CO 80112, 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 RFP 2015.114 and the Contractor's response to the RFP 2015.114 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 this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to four, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

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 a monthly cost of six thousand seven hundred dollars (\$6,825) with a not to exceed cost of eighty-one thousand nine hundred dollars per year (\$81,900).

- 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.

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

County Manager

Todd Leopold
Todd Leopold

4/9/15
Date

ThyssenKrupp Elevator

[Signature]
Signature

3.25.15
Date

Rhonda Emerson
Printed Name

Branch Manager
Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

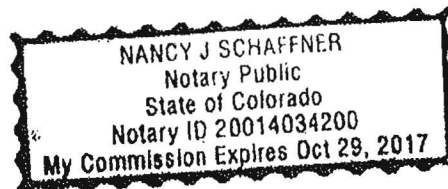
COUNTY OF Denver

STATE OF Colorado)SS.

Signed and sworn to before me this 25 day of March, 2015,

by Nancy J. Schaffner

Nancy J. Schaffner
Notary Public



My commission expires on: 10.29.2017

Adams County Open Requisitions

Date Printed: 6/22/2015

Dept # 4308: Airport ATCT

Req No.	Line No.	Trans Date	Description	Extended Price	Status	Requested By
6574	OU	1.00	06/04/2015 Elevator maintenance	2,700.00	Approved	LEWAN, ROBERT W
Total Open Lines for Dept						4308: 1

SVC Agmt # 2015.114

9 months @ 300 per month

PO# 12644 op 0043

FILE COPY

Heidi Ellis

From: Hess, George [george.hess@thyssenkrupp.com]
Sent: Tuesday, June 23, 2015 8:32 AM
To: Heidi Ellis
Subject: RE: Fully Executed PO#12644 for Quarterly Elevator Maintenance for Adams County Front Range Airport

OK thank you

George Hess
Business Development Manager
ThyssenKrupp Elevator Americas
7367 S. Revere Pkwy., Unit 2-A
Centennial, CO 80112
Cell: (303) 210-9192
Phone: (720) 274-3507
Fax: (866) 223-1667
george.hess@thyssenkrupp.com

www.thyssenkruppelevator.com
[Facebook](#) · [Blog](#) · [Twitter](#) · [LinkedIn](#) · [Google+](#) · [YouTube](#)
[Subscribe to our e-newsletter](#)

From: Heidi Ellis [<mailto:HEllis@adcogov.org>]
Sent: Tuesday, June 23, 2015 8:29 AM
To: Hess, George
Subject: Fully Executed PO#12644 for Quarterly Elevator Maintenance for Adams County Front Range Airport

Good morning George:

Attached is a copy of the fully executed PO for the above subject project. Please include the PO number on all submitted invoices for this project. **Forward all invoices to the attention of Bob Lewan at Front Range Airport for proper payment.** Please call me if you have any questions regarding this email or the attachment.

Heidi Ellis, PHM



Purchasing Agent II
Finance Department/Purchasing Division
4430 South Adams County Parkway, Suite C4000A
Brighton, Colorado 80601
720.523.6053 (O) | hellis@adcogov.org
adcogov.org

FILE COPY

PO#12644

Heidi Ellis

From: Heidi Ellis
Sent: Tuesday, June 23, 2015 8:32 AM
To: Bob Lewan
Cc: Jeri Coin
Subject: FW: Fully Executed PO#12644 for Quarterly Elevator Maintenance for Adams County Front Range Airport
Attachments: Fully Executed PO#12644- Quarterly Elevator Maintenance (Front Range Airport).pdf

Good morning Bob,

The below email and above fully executed Purchase Order was emailed to **Thyssenkrupp Elevator Corp**, to the attention of George Hess this morning. Please review and file with your records for future invoice payments. Please call me with any questions you might have regarding this email or the attachment. Thanks.

Heidi Ellis, PHM



Purchasing Agent II
Finance Department/Purchasing Division
4430 South Adams County Parkway, Suite C4000A
Brighton, Colorado 80601
720.523.6053 (O) | hellis@adcogov.org
adcogov.org

From: Heidi Ellis
Sent: Tuesday, June 23, 2015 8:29 AM
To: 'george.hess@thyssenkrupp.com'
Subject: Fully Executed PO#12644 for Quarterly Elevator Maintenance for Adams County Front Range Airport

Good morning George:

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Heidi Ellis, PHM



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