



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: October 6, 2020

Title: Operation and Administration of the Titan Missile Museum

Introduction/Background:

The management contract, CTN-ED-12*599, of the Titan Missile Museum requires Pima County Board Approval for repairs over \$100,000. Estimated repair of the elevator in the historic Silo was over this amount so BOS approval is needed.

Discussion:

Titan Missile Museum will continue to operate as a museum for the residents and visitors of Pima County. Repairs to the elevator were completed when the Museum was closed due to Covid-19.

Conclusion:

CTN-ED-12*599 will expire April 30, 2021. Titan Missile Museum requested approval for repairs. After term date will require a new contract.

Recommendation:

Attractions and Tourism recommends Board approval of the elevator repairs which exceed \$100,000.00.

Fiscal Impact:

Elevator repairs are completed and paid for by the Arizona Aerospace Foundation.

Board of Supervisor District:

☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ All

Department: Attractions & Tourism Telephone: 520.724.7355

Contact: Diane Frisch Telephone: 520.724.7355

Department Director Signature/Date: *Diane E. Frisch* 09/16/2020

Deputy County Administrator Signature/Date: *Paul* 9/16/2020

County Administrator Signature/Date: *C. DeHertog* 9/16/20



MEMORANDUM

Date: September 14, 2020

To: C.H. Huckelberry
County Administrator

Fm: Diane Frisch 
Director, Attractions & Tourism

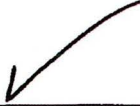
Via: Jan Leshner 
Deputy County Administrator

Re: Titan Missile Museum Maintenance Project over \$100,000


Per their Operating Agreement, the Titan Missile Museum is required to obtain approval of the Pima County Board of Supervisors for needed repairs of more than \$100,000 at the Titan Missile Museum. During their closure due to Covid 19, management has undertaken the repair of the interior historic Silo elevators at a cost of approximately \$150K. Repairs and materials included:

- Dismantle of existing Machine for removal from machine room and building
- New Overhead traction machined with disc brake
- New elevator motor
- New Elevator encoder
- New gear box
- New sheave assembly
- New gear box
- New ropes (steel cables)
- New rope Retainer Kit
- Final adjustment of the elevator and return to service.

The Attractions and Tourism Department recommends approval of the repairs.


Approved

Not Approved


9/15/20

Repair Work Order



TITAN MISSILE MUSEUM

Purchaser: Arizona Aerospace Foundation
Address: 1580 W Duval Mine Rd
Sahuarita, AZ 85614-4907

Location: TITAN MISSILE MUSEUM
Address: 1580 W Duval Mine Rd
Sahuarita, AZ 85614-4907

Purchaser authorizes thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of One Hundred Forty Six Thousand Two Hundred Forty One Dollars (\$146,241.00) inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
SIL0-2/ST#3911	New Elevator Machine	Obsolete or Modernization

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 520 6223244 .

We appreciate your consideration.

Regards,

Tomas Salazar
thyssenkrupp Elevator Corporation
1991 E Ajo Way Ste 155
Tucson AZ 85713
tomas.salazar@thyssenkrupp.com | +1 520 6223244

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein.
Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Elevator Machine

We will provide labor and material to remove the existing elevator machine. The existing machine is obsolete and no longer available; therefore, we propose to install a new elevator machine. Our proposal includes all necessary engineering to accommodate the new machine within the existing elevator system.

- Secure elevator in hoistway with proper lock out/tag out procedures
- Hoist elevator cab in hoistway using proper hoisting & rigging procedures
- Remove existing machine
- Dismantle existing machine for removal from machine room and building
- Install new elevator machine
- New elevator machine will include the following:
 - New overhead traction machine with disc brake
 - New elevator motor
 - New elevator encoder
 - New gear box
 - New sheave assembly
 - New ropes (steel cables)
 - New rope retainer kit
- Test & adjust elevator and return to service

(End Scope of Work)

Repair Work Order



Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work. thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.

Repair Work Order



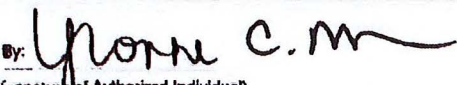
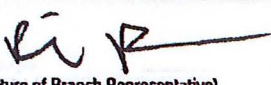
Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by thyssenkrupp Elevator. Unless otherwise stated, the Purchaser agrees to pay as follows: 50% upon signed acceptance of this Work Order and \$73,120.50 upon completion of the work described in this Work Order.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of thyssenkrupp Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized thyssenkrupp Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Arizona Aerospace Foundation (Purchaser)		thyssenkrupp Elevator Corporation Management Approval	
By: 	By: 		
(Signature of Authorized Individual) Yvonne Morris	(Signature of Branch Representative)		
YVONNE C. MORRIS	Richard Rebollo		
(Print or Type Name)	Branch Manager		
Director, Titan Missile Museum			
(Print or Type Title)			
2/25/20	2-27-2020		
(Date of Acceptance)	(Date of Execution)		

Please contact _____ to schedule work at the following phone number _____



Attn: Yvonne Morris
Arizona Aerospace Foundation
1580 W Duval Mine Rd
Sahuarita AZ, 85614-4907

Date	Terms	Reference ID	Customer Reference # / PO
February 24, 2020	Immediate	ACIA-1044EI5	
Total Contract Price:			\$146,241.00
Down Payment:			(50%) \$73,120.50

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1 520 6223244. To make a payment by phone, please call 678-424-5640 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing thyssenkrupp Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: Arizona Aerospace Foundation
Location Name: TITAN MISSILE MUSEUM
Customer Number: 53527
Quote Number: 2020-2-810758
Reference ID: ACIA-1044EI5
Remittance Amount: \$73,120

Remit To:

thyssenkrupp Elevator
Corporation
3100 Interstate North Cir SE
Ste 500
Atlanta, GA 30339-2227

1991 E. Ajo Way
Suite 135
Tucson, AZ
85713
Att: TOMAS
SOLAZAR