

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A SERVICE AND REPAIR ORDER AGREEMENT

WHEREAS, the City of Camdenton desires to provide a safe environment for all citizens and employees when entering the City Hall/Police Facility; and,

WHEREAS, while the current elevator was installed eighteen (18) years ago and has been serviced and maintained per specifications, there are parts that are worn and obsolete; and,

WHEREAS, it is in our best interest to upgrade the controller board to extend the life of the elevator as well as the safety of its passengers.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CAMDENTON, MISSOURI, AS FOLLOWS:

Section 1. That the Mayor and City Clerk are hereby authorized to execute a Service and Repair Order Agreement with **Otis Elevator Company** for upgrades to the elevator located within the City Hall/Police Facility. A copy of the contract is attached hereto and made a part thereof, identified as Exhibit A.

Section 2. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read the first time this 19 day of September 2023

Read the second time and passed and approved this 19 day of September 2023


John D. McNabb, Mayor

ATTEST:


Renée Kingston, MMC/MPCC
Assistant City Administrator/City Clerk



Otis Service and Repair Order

8/29/2023

CUSTOMER NAME
Camdenton City Hall
437 W. US Hwy 54
Camdenton, MO 65020

OTIS ELEVATOR COMPANY
1976 Congressional Dr
St. Louis, MO 65101

OTIS CONTACT
Joshua Schroeder
Phone:
Email:
Joshua.Schroeder@otis.com

PROJECT LOCATION
CAMDENTON CITY HALL
437 W US HWY 54
CAMDENTON, MO 65020

PROPOSAL NUMBER
QTE-001726866

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
447266	ONLY ELV

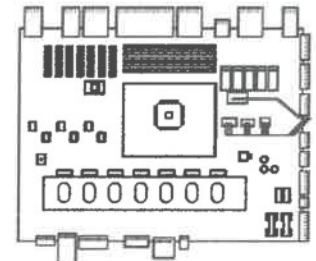
SCOPE OF WORK

OTIS HYDROENHANCE™ UPGRADE

Otis will supply and install our HydroEnhance™ upgrade to replace your current existing obsolete 211 control board. This upgrade will assist in improving reliability and extending the system life of your elevator.

The upgrade kit includes:

- Engineered Adapter & Mounting Kit
- Otis HydroEnhance™ Processor Board
- Unit-Specific Software Engineering



This processor upgrade enables real time monitoring when combined with Otis One™.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

A representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above.

PRICE

\$19,800.00

Nineteen thousand eight hundred dollars

This price is based on a one hundred percent (100%) downpayment in the amount of \$19,800.00

Payment terms:

- The base proposal price is contingent upon receiving a downpayment of one hundred percent (100%) of the base contract amount.
- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

Accepted in Duplicate

Camdenton City Hall

Otis Elevator Company

Date: September 19, 2023

Date: _____

Signed: John D. McNabb

Signed: _____

Print Name: John D. McNabb

Print Name: Leslie Kittredge

Title: Mayor

Title: Sr Mgr, Gen Mgmt

Email: mayor@camdentoncity.com

Email: leslie.kittredge@otis.com

Company Name: Camdenton City Hall

Principal, Owner or Authorized Representative of Principal or Owner

Agent _____
(Name of Principal or Owner)

OTIS SERVICE AND REPAIR ORDER

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance or our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from

- the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
11. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
 13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
 14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
 15. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
 16. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Otis 211 – HydroEnhance™ Upgrade

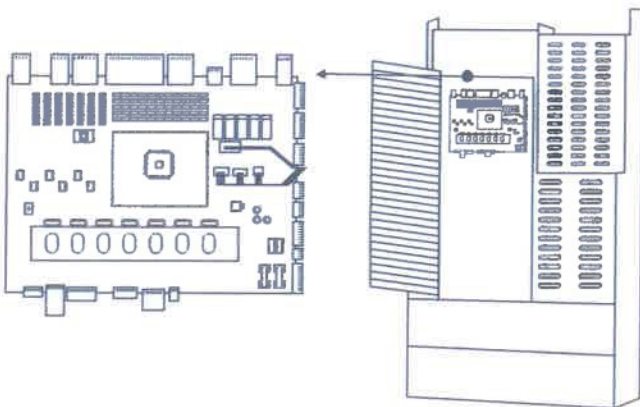


HYDROENHANCE UPGRADE

Your Otis 211 hydraulic elevator is recognized for its reliability and robustness; however, it hasn't been in production for many years.

Stock replacements are no longer available for your 211 control board and Otis has created a proactive solution to extend the life of your 211.

Otis has adapted our current new construction technology and can bring it to your 211 elevator system through a HydroEnhance Upgrade.



BENEFITS:

- + Extend current system life
- + Added Code compliance and compatibility with real-time IoT monitoring Otis ONE™
- + Proactive replacement with limited interruption for your building
- + Physically fits in existing controller cabinet, no building modifications
- + Increases reliability without a full modernization



UPGRADE KIT INCLUDES:

- + Engineered Adapter and Mount Kit
- + Otis HydroAccel Processor Board
- + Unit-Specific Software Engineering

FW: Camdenton City Hall - Elevator Obsolescence

Schroeder, Joshua <Joshua.Schroeder@otis.com>

Fri 9/1/2023 9:00 AM

To: Renee Kingston <rkingston@camdentoncity.com>

Cc: Tate, Darcell <Darcell.Tate@otis.com>

 2 attachments (2 MB)

Camdenton City Hall - HydroEnhance - 8.29.23.pdf; HydroEnhance Factsheet.pdf;

You don't often get email from joshua.schroeder@otis.com. [Learn why this is important](#)

Hello Renee,

Please see below information.

Thanks,

Josh Schroeder

Repair Specialist

Otis Elevator – St. Louis

Phone: (314) 343-8243

Email: joshua.schroeder@otis.com

OTIS | Made to move you

From: Schroeder, Joshua

Sent: Friday, September 1, 2023 8:41 AM

To: 'brendac@camdentoncity.com' <brendac@camdentoncity.com>

Cc: Tate, Darcell <Darcell.Tate@otis.com>

Subject: Camdenton City Hall - Elevator Obsolescence

Hello Brenda,

I would like to make you aware of the obsolescence of your 211 elevator. Obsolescence in this case means Otis no longer provides replacement parts to repair the controller board in your elevator. But, we have provided the option to install a new control board with our HydroEnhance Upgrade.

The installation date of your unit was 18 years ago. We have generally denoted that elevators 20 years or older are full modernization candidates (more recently at 15 years). The cost of a modernization is much higher than a HydroEnhance upgrade which is made to prolong the life of your elevator and delay the need to spend up to \$200,000 on a full modernization.

We have provided this upgrade to extend the life of your 211 unit, as we recognize that this is one of the most reliable elevators to have ever been produced. However, we have recently seen some of these 211 controllers fail; including several here in the St. Louis region.

At Otis we want to provide you this notice as obsolescence is not covered within maintenance agreements. So, it is important to make sure our 211 customers, such as yourself, are aware of this.

Especially if your building relies upon your elevator for ADA purposes or business, this upgrade will be a proactive approach to mitigate future downtime for repair which can take up to a month.

Feel free to ask me any questions you may have about your unit and let me know if you would like to set-up a meeting. I have attached a factsheet and work proposal for your reference.

Respectfully,

Josh Schroeder

Repair Specialist

Otis Elevator - St. Louis

Phone: (314) 343-8243

Email: joshua.schroeder@otis.com

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