

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS WITH ALLRISE ELEVATOR COMPANY FOR THE MODERNIZATION AND MAINTENANCE OF THE CITY HALL ELEVATOR IN A TOTAL AMOUNT NOT EXCEED \$99,877.50.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Contract with Allrise Elevator Company for maintenance, under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Contract with Allrise Elevator Company for modernization, under substantially the same or similar terms and conditions as set forth in Exhibit "B".

Section 3. Total expenditures or liability authorized under this Ordinance shall not exceed Ninety-Nine Thousand, Eight Hundred Seventy-Seven Dollars and Fifty Cents. (\$99,877.50)

Section 4. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 5. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: August 19, 2021 READ SECOND TIME: September 2, 2021

I hereby certify that the above Ordinance No. 21.54 was duly passed on September 2, 2021, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 5 Nays: 0 Abstain: 0 Absent: 0

This Ordinance is hereby transmitted to the Mayor for his signature.

9/2/2021
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 21.54.

9/2/2021
Date

John Olivarri
John Olivarri, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk



Allrise Elevator Company, Inc.
 200 Clearview Drive
 St. Charles, MO 63303

"Exhibit A"

July 2, 2021

COMPLETE ELEVATOR SERVICE AND MAINTENANCE AGREEMENT
 (Summary Page)

ALLRISE ELEVATOR COMPANY, INC. ("Allrise") offers to provide elevator/escalator repairs and/or services in accordance with this Summary Page and the General Terms and Conditions and any riders attached hereto.

1. CUSTOMER:

City of Osage Beach
 1000 City Parkway
 Osage Beach, MO 65065

BUILDING LOCATION:

Osage Beach City Hall
 1000 City Parkway
 Osage Beach, MO 65065

2. COVERED ELEVATOR (S) AND/OR ESCALATOR (S):

STATE ID	MAKE	TYPE	OPERATION	STOPS	CAPACITY
11787	Smartrise	Passenger	Hydraulic	2	2500

3. This service shall commence at the end of the warranty period dated _____ and shall continue for a period of one (1) year with an option of one (1) year renewals. Either party may terminate this contract either at the end of the first one (1) year or at the end of any subsequent one (1) year periods by giving the other party ninety (90) days prior written notice. In addition to and notwithstanding the above, either party may terminate this agreement with no further notice in the event that (i) the other party breaches any material term of this Agreement and fails to remedy such breach within thirty (30) days after written notice thereof is provided by the non-breaching party to the breaching party or (ii) the other party breaches the same material term of this Agreement twice within any ninety (90) consecutive day period regardless of whether such breaches are remedied within the applicable cure periods. Upon the termination of this Agreement, all obligations of the parties hereunder shall terminate, except for rights to payments, causes of action resulting from any default occurring prior to such termination, and the provisions of this Agreement applicable after such termination, which shall survive without limitation.

The Summary Page, together with the Elevator Service Agreement and any riders attached hereto, constitute the entire agreement and understanding between the parties and no prior agreements or representations, whether written or verbal, shall be of any force or effect unless specifically set forth herein. No amendment hereto shall be effective unless in writing and signed by the party to be charged therewith.

ACCEPTED:

CUSTOMER:

By: [Signature]
 Title: Mayor
 Date: Sept 14, 2021

ALLRISE ELEVATOR COMPANY, INC.

By: [Signature]
 Title: President
 Date: 9/8/2021



Allrise Elevator Company, Inc.
200 Clearview Drive
St. Charles, MO 63303

Complete Elevator Service and Maintenance Agreement

Terms and Conditions

1. Allrise will periodically inspect, examine and service the covered elevators and/or escalator(s) described on the Summary Page to which this Agreement is attached (hereinafter the "Elevators"). Services will include quarterly examinations, adjustments and lubrication as deemed appropriate by Allrise. If necessary, as determined by Allrise in its sole yet reasonable discretion, Allrise will also repair or replace the following described elevator equipment pursuant to the terms and conditions hereof, except as otherwise specifically excluded herein:

- a.) Traveling conductor cable.
- b.) Governor including bearings, contacts, jaws and governor cable.
- c.) Pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger packing, exposed piping, hydraulic fluid tanks.
- d.) Controller, leveling devices and cams, all relays, magnet frames, solid state components, boards, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.
- e.) Selectors and related selector mechanical and electrical components.
- f.) Car and hall button stations, hall and car position indicators and signal fixtures including contacts, buttons, indicator bulbs and sockets.
- g.) Hoistway door interlocks, hoistway door hangers, bottom door guides, auxiliary door closing devices and hoistway switches.
- h.) Automatic power operated door operator, car door hanger, car door contact, door protective device, car guide rails, car guide shoes, gibs or rollers, and car ventilation fans.

Allrise will also perform an annual no-load safety test and a five-year full load safety test on traction elevators and/or in the case of hydraulic elevators an annual safety test as required by the city or state governing authorities. The services to be provided by Allrise as provided in this Section 1 (but limited as otherwise provided herein) will be referred to as the "Designated Services".

2. Allrise shall not be responsible or obligated to provide any service or materials except as specifically set forth herein. Without limiting the generality of the foregoing, Allrise shall not install new attachments on the elevator whether or not recommended or directed by insurance companies or by governmental authorities, nor to make any replacements with parts of a different design. Allrise shall not be required to make renewals or repairs necessitated by reason of obsolete equipment, negligence or misuse of the equipment, manufacturing or design defects in workmanship or materials, or by reason of any other cause beyond our control except ordinary wear and tear. Without limiting the generality of the foregoing, the following items of the elevator equipment are specifically excluded from this agreement and Allrise shall have no responsibility or obligation with respect thereto:

Any obsolete equipment, car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffuses, light tubes and bulbs, handrails, mirrors and flooring materials); hoistway enclosure; hoistway gates, doors, frames, and sills; cylinders, plungers, buried piping, and hydraulic fluid lost due to underground leaking; telephones.

3. Generally, Allrise will provide all Designated Services to be performed hereunder during Allrise's regular working hours and at no additional charge. When notified by Customer of interruptions or malfunctions of the elevator(s) between Allrise's periodic examinations, Allrise will dispatch a service person to investigate the problem and to repair, adjust, lubricate and replace equipment as deemed necessary and appropriate to restore service. Allrise will be available for emergency service 24 hours a day, seven (7) days a week. Any Designated Services to be performed hereunder outside of Allrise's regular working hours will be at an additional charge.

4. Customer shall be solely responsible for supervising the use of the elevators. Customer shall provide whatever attendant personnel, warning signs, and other controls and cautions that may be required or desirable for safe operation of the elevators. Although Allrise may



Allrise Elevator Company, Inc.
200 Clearview Drive
St. Charles, MO 63303

do so, Allrise shall have no duty to warn Customer or those likely to use the elevators of any potentially unsafe conditions existing with the elevators or to perform safety examinations with respect to the elevators, except for those safety examinations specifically provided for in this agreement.

Customer agrees to immediately discontinue operation of the elevators upon discovery of any malfunction, interruption and/or irregularity in operations or appearance of the elevators and to notify Allrise immediately. Operation of the elevators shall not resume until necessary adjustment, lubrication, repairs, renewal and/or replacement has been completed by Allrise. Customer agrees to monitor the elevators through competent personnel to detect any such malfunctions, interruptions and/or irregularities between periods of Allrise's periodic examinations.

Customer agrees to keep the elevator pit(s) and elevator motor room(s) clear and free from water and rubbish, and further, agrees to refrain from using the elevator machine room(s) for storage. Customer agrees to maintain the elevators at temperatures which are within the range recommended by the manufacturer.

5. Customer also agrees to pay for any services or materials requested by Customer which are not Designated Services at Allrise's regular rates from time to time.

6. All payments due from the Customer hereunder shall become delinquent thirty (30) days following the due date thereof. All delinquent amounts shall accrue interest from the original due date thereof until paid at the rate of 1 1/2% per month. In the event Customer fails to make any payment required of Customer hereunder, including interest charges, within sixty (60) days from the due date thereof, or if Customer fails to cure a default of any other provision of this agreement within thirty (30) days following written notice thereof, Customer shall be deemed to be in material breach of this agreement and Allrise shall be immediately and automatically relieved of any further obligation hereunder. Customer shall remain liable for all amounts, including accrued and accruing interest, due hereunder and for damages suffered by Allrise as a result of such breach..

7. Neither party shall have no responsibility or liability for any loss, delay, expense or damage caused by strikes, lockouts or other labor disputes, fire, flood, weather, insurrection, riot, accidents, material shortages, acts of civil or military authorities, acts of God or any other cause which is unavoidable or beyond that party's control.

8. Customer agrees to provide Allrise's service personnel with a clean and safe work place, and Allrise reserves the right to suspend services in order to assure compliance with this paragraph.

9. Customer agrees to pay a monthly service fee in the amount of **One Hundred Seventy Five Dollars (\$175.00)** payable quarterly in advance, subject to adjustment annually as hereinafter provided. Effective each January, the monthly service fee shall be adjusted for the ensuing 12 months to reflect changes in Allrise's cost of labor and materials. Ten percent (10%) of the monthly service fee shall be increased by the percentage change in the Producer's Price Index for metals, (the "Index") from the beginning Index for the month ending immediately prior to the anniversary date. Ninety percent (90%) of the monthly service fee shall be increased by the percentage change in Allrise's "Hourly Labor Cost", as hereinafter defined, from the beginning Hourly Labor Cost, to the Hourly Labor Cost for the month ending immediately prior to the anniversary date. For the purpose of this agreement, Allrise's "Hourly Labor Cost" means the straight time hourly rate plus fringe benefits paid to union elevator examiners in the area where the elevators are located. Allrise will promptly advise Customer of the amount of annual adjustments when the necessary information to compute the adjustments becomes available. Allrise will promptly provide, upon request, documentation and descriptive calculations of any price increases.

In the event the Board of Aldermen fails to budget or appropriate sufficient funds for this contract in any yearly budget of the City, then this contract shall terminate forthwith without penalty to either party.

10. Special Conditions

- a.) Monthly fire service testing and documentation if applicable is not included in this agreement.
- b.) QEI (3rd party inspectors) & State of Missouri Fire Marshal Division of Elevator Safety fees are not included.
- c.) Hourly cost for straight time (non-emergency) is \$290.00 per hour.
- d.) Hourly cost for overtime (emergency) is \$340.00 per hour.

EXHIBIT B



Allrise Elevator Company, Inc.
200 Clearview Drive
St. Charles, MO 63303
1-844-ALLRISE

July 2, 2021

PROPOSALS FOR ELEVATOR MODERNIZATION & MAINTENANCE

ALLRISE ELEVATOR COMPANY, INC. ("Allrise") offers to provide elevator modernization and/or maintenance services in accordance with this Summary Page and the General Terms and Conditions and any riders attached hereto.

BUILDING:

Osage Beach City Hall
1000 City Parkway
Osage Beach, MO 65065

CUSTOMER:

City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065

UNITS:

Table with 1 row and 1 column: Passenger Car #1 ID 11787

1. DESCRIPTION OF INSTALLATION AND/OR SERVICES: Allrise Elevator Company, Inc. proposes to furnish and install the following:

Machine Room

- New solid state elevator controller (non-proprietary)
New solid state soft starter
New transformer
New machine room wiring
New power unit

Fixtures

- New hall push button stations
New in car lantern
New main car operating panel
New car position indicator in COP
New car operating panel braille
New 2-way communication
New fixture wire
New access key switches

Operations

- New selective collective operation
New independent service operation
New fire service operation
New inspection operation
New access operation

Hoistway

- New hoistway limit switches
New hoistway wire
New traveling cables
New pit stop switch
New door locks
New release roller assemblies as needed
New door gibs as needed
New absolute positioning system
New pipe/Duct as needed
New lock wire
New hanger rollers as needed
New relating devices as needed
New door closing devices as needed
Complete clean down of hoistway and retained components
New jamb braille

Car

- New emergency exit switch
New top of car inspection station
New car fan
New closed loop car door operator
New door clutch
New door protection device
New car top stop switch
New car top light and receptacle
New car emergency light

- Other Work Included "Turnkey"**
- ✓ New fused & lockable disconnect for cab lighting
 - ✓ New GFCI outlet in machine room & pit
 - ✓ Extend existing pit ladder to 48" above floor level
 - ✓ Upgrade fire alarm system with Midwest Electronics
 - ✓ Rework electrical service to new elevator controls

- Project Lead Times**
- ✓ Submittals - 4-6 weeks
 - ✓ Material - 8-10 weeks
 - ✓ Installation 3-4 weeks

The elevator equipment installed under this agreement shall comply with all applicable local elevator codes unless current building conditions won't allow.

All elevator permits & elevator inspections are included in this agreement.

Any abandoned fixtures will be covered with a cover plate.

All new fixture finishes will match the existing finishes.

The current car speeds and capacities will remain the same.

One (1) year warranty & maintenance services included in this proposal.

2. WORK BY OTHERS:

- The following items must be performed by others and you agree to:
- Provide electrical power for light, tools, hoists, etc. during installation as well as electrical current for starting, testing and adjusting the elevator.
- Provide a safe and dry on-site storage area for elevator material.
- Provide a live, dedicated phone line to the elevator controller. **(Existing)**

CONTRACT PRICE AND TERMS: Customer agrees to pay Altrise Elevator Company, Inc. for the above materials and/or labor, the total contract price of **Ninety Six Thousand Five Hundred Dollars (\$96,500.00)**.

Voluntary Alternate #1 - Altrise Elevator Company purposes to reuse the existing power unit.

We offer a **deductive** price of **Twelve Thousand Dollars (\$12,000.00)**, to re-use the existing power unit. Please initial acceptance of Alternate #1 _____.

Voluntary Alternate #2 - Altrise Elevator Company purposes to provide a new interior finishes consisting of new laminated wall panels, stainless steel reveals, frieze & base. New suspended T frame ceiling with new LED lighting fixtures and translucent ceiling panels. New stainless steel handrail on back wall.

We offer an **additive** price of **Sixteen Thousand Eight Hundred Dollars (\$16,800.00)**, to provide the new cab interior finishes as stated above. Please initial acceptance of Alternate #2 _____.

The Summary Page, together with the General Terms and Conditions and any riders attached hereto, constitute the entire agreement and understanding between the parties and no prior agreements or representations, whether written or verbal, shall be of any force or effect unless specifically set forth herein. No amendment hereto shall be effective unless in writing and signed by the party to be charged therewith.

ACCEPTED:
 CUSTOMER: Deane Beach
 BY: John Oliveri
 Signature of Authorized Official
 Title: Mayor
 Date: September 14, 2021

ALLEISE ELEVATOR COMPANY, INC.
 BY: _____
 Signature of Officer
 Title: President
 Date: 9/6/2021

General Terms and Conditions

1. Allrise will perform the specified repairs and/or services to the covered elevators and/or escalator(s) described on the Summary Page to which this Agreement is attached (hereinafter the "Elevators").
2. Allrise shall not be responsible or obligated to provide any services or materials except as specifically set forth herein.
3. Allrise will provide all services to be performed thereunder during Allrise's regular working hours. If overtime work is necessary or requested by Customer, additional charges at Allrise's usual overtime rates will be added to the total contract price, and customer agrees to pay for such additional services upon receipt of the Allrise invoice.
4. Unless otherwise specified on the Summary Page to which this agreement is attached, payments shall be due in full within fifteen (15) days after date of invoice. In addition to the total contract price and any other charges pursuant hereto, Customer agrees to pay any sales, use or similar taxes imposed on or with respect to the services and/or materials to be provided thereunder. Customer also agrees to pay for any services or materials requested by Customer, which are not included in this Agreement at Allrise's regular rates (or overtime rates if applicable).
5. All payments due from Customer thereunder shall accrue interest from the original due date thereof until paid at the rate of 1 1/2% per month or portion thereof. In the event the Customer fails to make any payment required of Customer thereunder, including interest charges, within five (5) days from the due date thereof, or if Customer fails to cure a default of any other provision of this Agreement within ten (10) days following written notice thereof, Customer shall be deemed to be in material breach of this Agreement and Allrise shall be immediately and automatically relieved of any further obligation thereunder. Customer shall remain liable for all amounts, including accrued and accruing interest, due thereunder and for damages suffered by Allrise as a result of such breach.
6. Neither party shall have responsibility or liability for any loss, delay, expense or damage caused by strikes, lockouts or other labor disputes, fire, flood, weather, insurrection, riot, accidents, material shortages, acts of civil or military authorities, acts of God or any other cause which is unavoidable or beyond that party's control.
7. Allrise will not examine, nor shall Allrise have any responsibility for or with respect to any part of the elevator equipment except that necessary to do the work described in this agreement. Without limiting the generality of the foregoing, Allrise shall have no duty to warn Customer or those likely to use the elevators of any potentially unsafe conditions existing with the elevators or to perform safety examinations with respect to the elevators, except for those safety examinations specifically provided for in this agreement. It is not the responsibility of Allrise to make certain that the elevators are in a safe condition for operation or in compliance with applicable laws, statutes, building codes and regulations except that necessary to do the work described in this agreement.
8. There are no understandings, agreements, representations, or warranties, express or implied (including but not limited to any regarding the merchantability or fitness for a particular purpose), unless specifically set forth herein, respecting any equipment, materials, goods, services or articles delivered pursuant hereto.