

Department of Public Works

City Hall
730 Washington Avenue
Racine, Wisconsin 53403
262.636.9121 – Public Works
262.636.9191 - Engineering



John C. Rooney, P.E.
Commissioner of Public Works

Ronald J. Pritzlaff, P.E.
Asst. Comm. Of Public Works/Operations

Ara P. Molitor, P.E.
City Engineer

November 12, 2025

TO: Alder David Maack, Chair
Public Works and Services Committee

FROM: Ron Pritzlaff, Assistant Commissioner of Public Works

RE: Change Order No 2, Contract 2024188 City Hall Elevator Upgrades

We are submitting Change Order No. 2 on the above contract in the amount of \$46,742.53.

The original contract was approved in the amount of \$315,000.00 under Resolution No. 0801-24 of October 15, 2024.

This Change Order No. 2 brings the contract total to \$361,742.53.

Funds to defray the cost of this change order are available in Org Obj 45040 57200 City Hall Elevator Repairs.

Funding should be appropriated from the following account:

<u>ORG OBJECT</u>	<u>Description</u>	<u>Amount</u>
45040 57200	City Hall Elevator Repairs	\$46,742.53
	Total	\$46,742.53

We mutually agree to the contract change order as herein delineated.

\$ 361,742.53

Date _____



Change Order Proposal (PCO 2)

21 October 2025

Customer:
City of Racine

Location:
Racine City Hall
730 Washington Ave
Racine WI

Equipment
Passenger Elevator

Reference
Contract Dated 11/18/24 - 2024188

Proposed Scope of Work

We propose to provide the necessary labor and material to perform the following work, amending the original scope and pricing as applicable in the above referenced contract:

1. Due to jack hole conditions found upon removing hydraulic jack assembly from hole, redrilling and re-casing of the hole was necessary.

ADD: \$66,182.53

2. RFI 1 – HVAC Scope Change.

DEDUCT: \$14,400.00

3. RFI 2 – Lighting Scope Change.

DEDUCT: \$5,040.00

Base Contract Value:	\$315,000.00
Net Change Order Value:	<u>\$46,742.53</u>
Final Contract Value:	\$361,742.53

This price is valid for 30 days. Except as modified herein, the existing scope, terms, and conditions of the original contract remain in full force and effect.

All work to be performed during normal business hours Monday-Friday 7:00 a.m. to 3:30 p.m. Any work that is requested to be performed outside of these normal operating hours may incur additional overtime rates.



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives on the day and year first above written.

Submitted by:

Hans Spielmann
hans@expresselevatorwi.com
414-458-0119

Approvals:

Express Elevator, LLC

Customer

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please include email address where invoices should be sent: _____



Terms and Conditions

1. This proposal is subject to change or withdrawal by us at any time prior to acceptance.
2. Insurance: EE shall provide worker's compensation insurance for its own employees; property and casualty insurance for its own property, materials and equipment; vehicle liability for its vehicles and drivers; and commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit. Upon request by Customer, EE shall provide to Customer a certificate of such insurance.
3. Indemnification: Each party shall indemnify and hold harmless the other party from all third party claims resulting in liabilities, losses, costs, damages, judgments or expenses, including reasonable attorneys' fees and costs of litigation, to the extent caused by the negligence or willful misconduct of the indemnifying party, provided the indemnified party gives prompt notice of such claims and cooperates with the other party in the defense of such claim.
4. Unless otherwise agreed in writing it is understood that the work will be performed during the Company's regular working hours. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.
5. All applicable permit fees and licenses imposed on us as of the date of this proposal are included in the contract price. Full payment shall be made on completion of the work within a thirty-day period. Payments not received within thirty (30) days of the date of the invoice shall be subject to a service charge of 1 and 1/2% per month, or at the maximum rate allowed by law, whichever is less. We shall also be entitled in reimbursement from you in addition to any defaulted amount, any expenses, and all attorney fees incurred in collecting any overdue payments.
6. 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 removal. We reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
7. We shall not be liable for any loss, damage or delay caused by, but not limited to, acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, terrorism, or any other cause beyond our control. Should loss or damage to our material or work occur at the site, you shall compensate us unless such loss or damage results from our own acts or omissions.
8. It is agreed that after the completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
9. We warrant that any material 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 replace or repair any component of the equipment found to be defective in material or workmanship within ninety (90) days after completion of the work. We do not agree under this warranty to bear the cost of repairs or replacements due to misuse, abuse, vandalism, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any other causes beyond our control. The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral or implied, and specifically makes no warranty of merchantability or fitness for a particular purpose.
10. You agree that all defective parts that are removed and replaced by us shall become at our discretion the exclusive property of Express Elevator.
11. Express Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this contract. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. We have made no examination of, and assume no responsibility for, any part of your equipment except that necessary to do the work described in this contract. Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable to the other for any indirect, liquidated, special, consequential or incidental damages (to include loss of profits or business interruption) in connection with this Agreement arising from the performance or breach of any obligations under this Agreement.