

Anjuman A. Islam, Ph.D.
Water Utility Director

Nathaniel Tillis
Wastewater Utility Director



Kenneth M. Scolaro
Administrative Manager

Chad W. Regalia, P.E.
Chief Engineer

July 16, 2025

Board of Waterworks Commissioners:

Cory Mason
James Sullivan
Jens Jorgenson
John Tate II

Marlo Harmon
Natalia Taft
Nick Barootian
Rosalind Thomas

SUBJECT: Change Order No. 1 – W-23-6 – Filter Bed Rehab Project

Dear Commissioners:

Submitted for your review and approval is Change Order No. 1 - Contract W-23-6, Filter Bed Rehab Project. This change order is dual in nature, for both the purpose of extending the substantial completion and final completion dates by 6 months, and a contract price deduction of \$76,135.00.

The original contract amount is \$17,117,725.00. *Approval of Change Order No. 1 would bring the total contract amount to \$17,041,590.00, which is a 0.44% decrease on the original contract price.*

Sincerely,

Anjuman A. Islam, Ph.D.
Executive Director – Water Utility

Al/jb
Enclosure

CHANGE ORDER

No. 1

Project Racine Water Utility Filter Rehabilitation Project

Date of Issuance: June 23, 2025 Effective Date: ---

OWNER: Racine Water Utility

OWNER's Contract No.: W-23-6 ENGINEER Project No.: 8203-278825

CONTRACTOR: Lee Mechanical Inc.

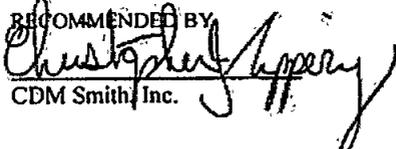
ENGINEER: CDM Smith Inc.

You are directed to make the following changes in the Contract Documents:

Description:

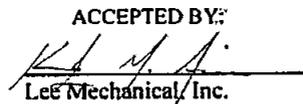
Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ 17,117,725.00	Original Contract Times Substantial Completion: March 18, 2026 Ready for final payment: April 17, 2026
Net changes from previous Change Orders No. ___ to No. ___ \$ <u>-0-</u>	Net change from previous Change Orders No. ___ to No. ___ <u>-0-</u> days
Contract Price prior to this Change Order \$ 17,117,725.00	Contract Time prior to this Change Order Substantial Completion: March 18, 2026 Ready for final payment: April 17, 2026
Net Increase (decrease) in this Change Order \$ <u>(76,135.00)</u>	Net Increase (Decrease) in this Change Order <u>184</u> Days
Contract Price with all approved Change Orders \$ <u>17,041,590.00</u>	Contract Time with all approved Change Orders Substantial Completion: September 18, 2026 Ready for final payment: October 17, 2026

RECOMMENDED BY:

 CDM Smith, Inc.

APPROVED BY:

 Racine Water Utility

ACCEPTED BY:

 Lee Mechanical, Inc.

Date: June 23, 2025

Date: _____

Date: 6.23.2025



June 17, 2025

Christopher Tippery
CDM Smith

Reference: Project Name: Racine WTP Filter Rehabilitation

Subject: Change Order Request - Credit for Removing Beams Graiting Railings on SM FBs

Christopher Tippery,

Credit for Removing Beams Graiting Railings on SM FBs

Our price for the scope of work as described above is -\$93,576.00. Please issue a signed change order to our contract or sign below and return this document to us as acknowledgement of this change in our scope of work.

Schedule Impact: ***6 Month Extension to the Contract along with this change order.

If you have any questions regarding this issue, please do not hesitate to contact me at your earliest convenience. This pricing expires after 15 working days.

Sincerely,

Lee Mechanical Inc.

ACCEPTED: _____

COMPANY: _____

DATE: _____

Kody M. Azarian
Project Manager

Lee Mechanical

Project: Racine WTP Filter Rehabilitaion
Date: 06/17/25
LEE Change Order #: 18
Subject: Credit for Removing Beams Graitng Rallings on SM FBs

Labor						
Sheet Metal Journeyman	0.0	Hours	@	\$98.89	=	\$0.00
Sheet Metal Journeyman (OT)	0.0	Hours	@	\$131.46	=	\$0.00
Sheet Metal Foreman	0.0	Hours	@	\$114.20	=	\$0.00
Sheet Metal Foreman (OT)	0.0	Hours	@	\$150.03	=	\$0.00
Sheet Metal General Foreman	0.0	Hours	@	\$117.46	=	\$0.00
Sheet Metal General Foreman (OT)	0.0	Hours	@	\$154.91	=	\$0.00
Sheet Metal Delivery (OT) 1,500#/Truck @ 4 Hrs/Truck	0.0	Hours	@	\$90.00	=	\$0.00
Pipe Fitter Journeyman	0.0	Hours	@	\$108.63	=	\$0.00
Pipe Fitter Journeyman (OT)	0.0	Hours	@	\$133.69	=	\$0.00
Pipe Fitter Foreman	0.0	Hours	@	\$123.35	=	\$0.00
Pipe Fitter Foreman (OT)	0.0	Hours	@	\$152.35	=	\$0.00
Piping General Foreman	0.0	Hours	@	\$119.52	=	\$0.00
Piping General Foreman (OT)	0.0	Hours	@	\$157.28	=	\$0.00
Pipe Delivery (OT)	0.0	Hours	@	\$90.00	=	\$0.00
Engineering	0.0	Hours	@	\$130.00	=	\$0.00
Virtual Designer	0.0	Hours	@	\$119.52	=	\$0.00
Service Technician	0.0	Hours	@	\$125.00	=	\$0.00
Labor Total						\$0.00

Materials			
Sheet Metal Ductwork Fabrication	Weight =	0 Lbs	\$0.00
Sheet Metal Supplies & Accessories			\$ -
Pipe, Valve, Fitting & Hanger Material & Supplies	Cost from Estimate =	\$ -	\$0.00
Materials Total			\$0.00

Equipment			
Vent Equipment		\$	-
Piping Equipment		\$	-
Equipment Total			\$0.00

Sales and Use Tax	0.00%	\$0.00
Warranty	0.0%	\$0.00

Other Cost					
Project Management	0.00	Hours	@	\$0.00	\$0.00
Power Tools					\$0.00
Equipment Rental (Lifts)					\$0.00
Forklift					\$0.00
Blueprints	Qty=		@	\$1.15	\$0.00
Permits					\$0.00
Other Cost Total					\$0.00

Contractor Subtotal		\$0.00
Overhead + Profit @	15%	\$0.00

Subcontractors		
TA Mason		\$0.00
Insulation		\$0.00
Test & Balance		\$0.00
Doral Credit	*Includes Bond Credit	(\$93,576.50)
Doral Modifications		\$0.00
Platt		\$0.00
Mechanical		\$0.00
Chemical Treatment		\$0.00
Start-Up (LEE Mechanical Services)		\$0.00
TOTAL SUBCONTRACTOR COSTS		(\$93,576.50)

Subcontractor Profit @	0%	\$0.00
Change Order Subtotal		(\$93,576.50)

SUBTOTAL		(\$93,576.50)
Bond	0%	\$0.00
TOTAL		(\$93,576.50)



June 17, 2025

Christopher Tippery
CDM Smith

Reference: Project Name: Racine WTP Filter Rehabilitation

Subject: Change Order Request - Remove and modify guardrails for Phase 3 work.

Christopher Tippery,

Remove and modify guardrails for Phase 3 work. Requested by CDM Smith

Our price for the scope of work as described above is \$17,441.00. Please issue a signed change order to our contract or sign below and return this document to us as acknowledgement of this change in our scope of work.

Schedule Impact: Several Weeks

If you have any questions regarding this issue, please do not hesitate to contact me at your earliest convenience. This pricing expires after 15 working days.

Sincerely,

LEE Mechanical Inc.

ACCEPTED: _____

COMPANY: _____

DATE: _____

Kody M. Azarian
Project Manager

Lee Mechanical

Project: Racine WTP Filter Rehabilitation
 Date: 06/17/25
 LEE Change Order #: 20

Subject: Remove and modify guardrails for Phase 3 work. Requested by CDM Smith

Labor						
Sheet Metal Journeyman	0.0	Hours	@	\$98.89	=	\$0.00
Sheet Metal Journeyman (OT)	0.0	Hours	@	\$131.46	=	\$0.00
Sheet Metal Foreman	0.0	Hours	@	\$114.20	=	\$0.00
Sheet Metal Foreman (OT)	0.0	Hours	@	\$150.03	=	\$0.00
Sheet Metal General Foreman	0.0	Hours	@	\$117.46	=	\$0.00
Sheet Metal General Foreman (OT)	0.0	Hours	@	\$154.91	=	\$0.00
Sheet Metal Delivery (OT) 1,500#/Truck @ 4 Hrs/Truck	0.0	Hours	@	\$90.00	=	\$0.00
Pipe Fitter Journeyman	0.0	Hours	@	\$108.53	=	\$0.00
Pipe Fitter Journeyman (OT)	0.0	Hours	@	\$133.69	=	\$0.00
Pipe Fitter Foreman	0.0	Hours	@	\$123.35	=	\$0.00
Pipe Fitter Foreman (OT)	0.0	Hours	@	\$152.35	=	\$0.00
Piping General Foreman	0.0	Hours	@	\$119.52	=	\$0.00
Piping General Foreman (OT)	0.0	Hours	@	\$157.28	=	\$0.00
Pipe Delivery (OT)	0.0	Hours	@	\$90.00	=	\$0.00
Engineering	0.0	Hours	@	\$130.00	=	\$0.00
Virtual Designer	0.0	Hours	@	\$119.52	=	\$0.00
Service Technician	0.0	Hours	@	\$125.00	=	\$0.00
Labor Total						\$0.00
Materials						
Sheet Metal Ductwork Fabrication		Weight =		0 Lbs		\$0.00
Sheet Metal Supplies & Accessories					\$	-
Pipe, Valve, Fitting & Hanger Material & Supplies		Cost from Estimate =		\$ -		\$0.00
Materials Total						\$0.00
Equipment						
Vent Equipment					\$	-
Piping Equipment					\$	-
Equipment Total						\$0.00
Sales and Use Tax						0.00%
Warranty						0.0%
Other Cost						
Project Management	0.00	Hours	@	\$0.00		\$0.00
Power Tools						\$0.00
Equipment Rental (Lifts)						\$0.00
Forklift						\$0.00
Blueprints		Qty=	@	\$1.15		\$0.00
Permits						\$0.00
Other Cost Total						\$0.00
Contractor Subtotal						\$0.00
Overhead + Profit @		15%				\$0.00
Subcontractors						
TA Mason						\$0.00
Insulation						\$0.00
Test & Balance						\$0.00
Doral						\$16,549.22
Doral Credit						(\$850.00)
Platt						\$0.00
Mechanical						\$0.00
Chemical Treatment						\$0.00
Start-Up (LEE Mechanical Services)						\$0.00
TOTAL SUBCONTRACTOR COSTS						\$15,699.22
Subcontractor Profit @		10%				\$1,569.92
Change Order Subtotal						\$17,269.14
SUBTOTAL						\$17,269.14
Bond		1%				\$172.69
TOTAL						\$17,441.83



May 13, 2025

Quote Number: 25-19219-Q
Version Number: 1

Lee Mechanical
9909 S 57th Street
Franklin, Wisconsin, United States
53132

Attention: Kody Azarian
Regarding: Racine Water-Change Order for handrail height correction

Doral Corporation ("Doral" or "Seller") proposes to furnish the labor, equipment and materials to complete the following ("Work"):

Scope:

- Remove handrail from site, cut apart handrail, re-fabricate to adjust for the correct elevation per OSHA standards, send to the galvanizer, remove hot dip galvanizing to apply the full galvanizing again but with the new fabricated steel, ship to site and install.

Shop Fabrication/Galvanizing-\$7,000.00
 Trucking-\$1,200.00
 Field Labor-\$6,349.22
 Equipment-\$2,000.00

-\$850.00 per email on
 5.19.25 from Cal
 Czajka-DORAL

Job Description

Racine Water-Change Order for handrail height correction
 \$16,549.22

Clarifications:

- No engineering, piping, electrical, concrete, or foundation work is included.
- Based upon regular working hours first shift Monday-Friday, no holidays or weekends.
- "Buyer" referenced in the remainder of this document refers to the customer named above.
- Doral will use cushion tire forklifts and urethane dollies to move all machinery, but shall not be held liable for any loss due to damage to driveways, finished floors, curbs, sidewalks, or parts thereof not adequate to support machinery and the equipment needed to complete the job.
- Doral will perform a pre-job safety talk complete with a written job safety analysis (JSA). Any other training that may be required will be completed on a time and material basis in addition to the quoted price, unless otherwise listed and included in quote total.
- Prior to Doral Corporation commencing any work on specified machinery, the customer shall provide machine-specific lockout/tagout (LOTO) procedures. These procedures must be detailed and compliant with 29CFR 1910.147 to ensure the safety of all personnel involved. All costs associated with Doral needing to independently confirm a zero-energy state will be considered a change order add to the project.

In the event that the customer is unable to provide the required machine-specific lockout/tagout procedures, the following shall apply:

- The customer must visibly air gap all energy sources associated with the machinery prior to the start of any work by Doral (this is something we would request at that time, not include in our quotes)
- Doral reserves the right to contact a licensed electrician and/or a safety consultant to assess the equipment and ensure a zero-energy state is achieved. The costs associated with this assessment and any necessary actions to achieve a zero-energy state will be borne by the customer. (this would be a training event with our field staff).

- Quote is valid for 30 days - Unless otherwise noted
- Invoices are due upon receipt.



- Customer is responsible for any applicable sales tax in the state the Work is performed if other than Wisconsin.
- Testing, handling and/or disposal of hazardous materials is by others.

If you would like us to proceed with this Work pursuant to the clarifications above and terms and conditions attached, please sign in the space provided below and return a copy back to us. We thank you for the opportunity to provide you with this quote and we look forward to working with you in the future. If you have any questions, please do not hesitate to contact me.

Regards,

A handwritten signature in black ink, appearing to read "Calvin Czajka". The signature is stylized and somewhat cursive.

Calvin Czajka

4145314843

calvin.czajka@doralcorp.net

Terms and Conditions:

Except as may otherwise be specifically provided by separate written agreement signed by an authorized agent of Doral Corporation ("Seller"), the details of this Proposal as written on the face hereof and the terms and conditions set forth below constitute the entire agreement between Buyer and Seller. The Buyer, or his or her authorized agent expressly assents and agrees to the following terms and no other terms or conditions shall be of any force or effect.

1. "Buyer" referenced in the remainder of this document refers to the customer named above.
2. The price quoted does not include Seller's employees working overtime unless specifically stated. Any work authorized by Buyer prior to or after the normal work shift or on Saturday, Sunday or holiday will be charged as an extra at Seller's cost plus insurance and taxes. No overtime will be worked unless specially authorized by Buyer.
3. The quoted prices are based on the present hourly wage rates of the AFL-CIO Building Trades Union in the areas where the job is performed. In the event of an increase or decrease in wage rates, or if bonus payments are required, a price adjustment shall be made based on Seller's actual number of hours worked from the effective date of the increase or decrease.
4. The amount of any state sales or use tax or other similar charge upon the production sale, shipment and/or installation of goods or services sold hereunder, now or hereafter imposed by any federal state or municipal government, shall be added to the price herein quoted, and shall be paid by the Buyer.
5. Buyer shall review and take appropriate action on documents submitted to Buyer by Seller and otherwise provide any other information required for the performance of Seller's Work in a timely manner so as to not delay the progress or completion of the Work. Buyer shall also provide Seller prompt written notice if it discovers any conditions that may affect the scope or timing of Seller's Work or any alleged defects in Seller's Work.
6. Prior to commencing the Work, Buyer shall provide Seller with all relevant data relating to the condition of the project site. Seller may rely upon the accuracy and completeness of all of such information furnished by Buyer. In the event that Seller encounters conditions at the site which differ from those anticipated by Seller based on the data provided by Buyer, Seller shall be entitled to reimbursement for its additional costs incurred as a result thereof. The Buyer shall provide, without cost to us, an adequate staging area and storage space for any tools, equipment, etc., as may be necessary during the course of performing the Work covered by this Proposal.
7. If the Seller is delayed at any time in the commencement, progress or completion of the Work by, an act or neglect of Buyer, changes in the Work approved by Seller, fires, floods or other adverse weather conditions strikes, Work stoppages or other labor disputes, labor, machinery or material shortages, accidents or casualties, transportation or delivery embargoes or delays, changes in laws, regulations or priorities of federal, state or local government authorities, epidemics or pandemics (including the COVID-19 pandemic), government shutdowns or delays, or any other cause beyond the Seller's control (each, a "Force Majeure Event"), Seller may, at its option, (i) cancel the accepted Proposal or the portion thereof as to which such Force Majeure Event shall apply, or (ii) extend the time for performance of the Work for a period of time equal to the delay caused by the Force Majeure Event and increase the Contract Price to compensate Seller for all additional costs incurred as a result of the Force Majeure Event. Seller shall not be liable for any damages the Buyer incurs that are caused by a Force Majeure Event.
8. Seller is covered by insurance and will be pleased to furnish a certificate of such insurance upon request. Should the Buyer require additional insurance it will be acquired upon written request and shall be billed at Seller's cost and paid for by Buyer as an addition to the Contract Price.
9. Buyer represents and warrants that Buyer is solvent and can and will pay for the Work provided to Buyer in accordance with the terms of this Proposal. Seller may submit invoices for partial payment as the Work under this Proposal progresses. Such partial invoices are due upon receipt. Seller also retains the right to require full payment in advance or to accelerate payments during the course of the Work if, in Seller's sole discretion, the financial position of the Buyer so requires. All invoices which remain unpaid for more than 30 days after receipt shall be subject to interest at a rate of 1.5% per month, unless such rate is not permissible under applicable law, in which case the highest rate permissible by law shall apply.

10. In the event Buyer defaults in any payment obligation, Seller may, without prejudice to the other remedies suspend further Work until the default is corrected. Any such failure to make payments at the times provided shall be a complete bar to any claim by Buyer for delay in completion of the Work. As a condition of resuming the Work, Buyer shall also be required to reimburse Seller for all interest fees accrued and demobilization costs suffered by Buyer.
11. Buyer shall indemnify, defend and hold Seller harmless from and against claims, damages, costs, losses and expenses (including attorneys' fees), which arise out of or result from the Work, provided that such claim, damage, cost, loss or expense is caused, in whole or in part, by the negligent acts or omissions of Buyer or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.
12. All claims for moneys due or to become due to Buyer shall be subject to deduction for any setoff or counterclaim Seller may have against Buyer arising out of this or any other of Seller's accepted Proposals, purchase orders or acknowledgments with Buyer.
13. In the event that Buyer breaches the terms and conditions set forth in this Proposal, Seller shall be entitled to recover all costs incurred in pursuing further action to enforce any of the terms or conditions of this Proposal, including Seller's actual attorneys' fees. Buyer waives claims against Seller for indirect, consequential and punitive damages arising out of or relating to this Proposal or Seller's performance of the Work. Such damages include, by way of example only, lost profits, loss of use, reputational harm, loss of goodwill and interest and financing charges.
14. If any provision of this Proposal is determined to be unenforceable the remainder of this Proposal shall not be affected by such determination.
15. Buyer shall not assign any rights or claims under this Proposal, or arising out of, in connection with or resulting from this Proposal, or for any breach thereof, without prior written consent of Seller. Any such attempted assignment shall be void.
16. Seller may terminate the Proposal due to Buyer's default, Buyer's voluntary or involuntary bankruptcy or insolvency . or for Seller's convenience, in any event upon written notice. Upon termination, Seller shall be entitled to compensation for the Work performed through the date of termination. In the event of a termination for Buyer's default, Seller shall further be entitled to payment for its costs associated with the termination, as well as overhead and profit on Work not yet performed. Final payment shall be due thirty (30) days after termination.
17. The Proposal shall be governed by the laws of the State of Wisconsin and shall be subject to, at Seller's option (i) litigation in Milwaukee County Circuit Court , or (ii) arbitration in accordance with the American Arbitration Association's Construction Rules and Mediation Procedures then in effect. The Buyer waives any objection that it might have a venue or jurisdiction and consents to service of process by registered mail, return receipt requested.
18. It is a condition of this Proposal that any provisions printed or otherwise contained on any documents furnished by Buyer to Seller shall have no force or effect unless they are agreed to in writing by a duly authorized officer of the Seller. This Proposal contains the entire agreement of the parties, and failure of either party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights. If any provision of this Proposal is determined to be unenforceable the remainder of this Proposal shall not be affected by such determination.
19. Seller warrants that the Work will be performed in a good and workmanlike manner. In the event that the Work is not of such quality, as Buyer's sole remedy for such breach of warranty, Seller shall, at its option, replace or reimburse Buyer for the reasonable decrease in value of the Work as a result of the defect (up to the invoice price for such portion of the Work). THE WARRANTY STATED HEREIN SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AS IT RELATES TO DEFECTIVE WORK. ALL OTHER WARRANTIES AVAILABLE AT LAW OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.
20. SELLER'S MAXIMUM LIABILITY TO BUYER FOR ANY CLAIM OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS PROPOSAL OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL NOT EXCEED THE CONTRACT PRICE. THIS LIMITATION OF SELLER'S LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.
21. Due to extreme market volatility the Contract Price including the materials comprising the Work are subject to change without notice. Seller will confirm the Contract Price at time of order. Price in effect at time of shipment on all quotes. Material availability is also subject to prior sales and, as such, is subject to change without notice.



The undersigned hereby accepts Doral's bid and authorizes it to carry out the Work on the terms and specifications set out herein.

AUTHORIZED ACCEPTANCE

Date: _____ *P.O.#:* _____

Authorized by (Print Name): _____

Signature: _____

****Signature acknowledges acceptance of all applicable terms and conditions attached***