

Repair Agreement

04 February 2025

Customer:

Racine Department of Public Works

Location:

City of Racine – Safety Building
730 Center Street
Racine, WI 53403

Attn: Bill Miller

bill.miller@cityofracine.org

Equipment

1 – Dover Hydraulic Passenger Elevator

Scope of Work – Hydraulic Jack Replacement

We propose to replace the existing hydraulic jack with a new jack cylinder (with double bottom design) and a new PVC liner as mandated by the current elevator code. The price below includes up to half a day for vacuum truck to remove and dispose of minor fluid/debris in the existing hole. No drilling, baling, or other remedial work is included in our price.

We propose to provide necessary labor and material for the following scope of work:

- Erect barricades in the vicinity of the work and put down plywood or other protective material.
- Secure the elevator and disconnect existing piston assembly from the car.
- Break up concrete around base of cylinder in pit.
- Remove existing hydraulic jack assembly from ground and dispose.
 - Remove debris/fluid inside existing hole (assumes can be removed via vacuum truck in a 4-hour window).
- Install new PVC liner in existing hole.
- Install new cylinder assembly with double bottom cylinder.
- Patch concrete around cylinder as necessary.
- Install new pit channels.
- Install new spring buffers.
- Replenish oil in system as necessary.
- Conduct witnessed test / inspection of elevator with elevator inspector.
- Check operation and return to service.

NOTES: (1) Material will be rolled into place over finished flooring. We will make every reasonable effort to protect finished surfaces, but we cannot guarantee the weight of the equipment being installed will not damage finished floor surfaces. (2) The testing of the elevator safety devices (which impose greater stress than normal operation) creates the possibility of damage to the elevator equipment.

**\$17W22655 Lincoln Ave
Waukesha WI 53186**

expresselevator.biz

414-427-1722



We do take every reasonable precaution before the tests to minimize this possibility. Any damages resulting from the tests or problems found during the tests will need to be repaired before the report is completed. If needed, this work would be an extra cost above and beyond this contract.

Work not included - The conditions and stability of any of the soils and earth below the surface of the elevator pit are unknown. If the hole needs to be cleaned by baling, this is an additional cost. If the jack cylinder is pinned in concrete in the hole, additional labor may be needed to remove cylinder. If the hole fills with water or water comes into the elevator pit, additional work to pump out is not included. Pricing is based on the soils being free of obstructions of any type that would impede the jack removal and installation process, and free of water or any other condition that would impede or slow the process of establishing a cased, secure, watertight hole of adequate size and plumbness to accommodate the new jack. Any such additional work required to drill, case, and establish a new cased hole suitable to accommodate the new jack assembly is not included in our proposal and would be performed at additional cost. In the event such remedial work is required, you will be invoiced at our cost plus 20% (you will receive copies of our subcontractor invoice upon request).

Price:

Sixty-Nine Thousand Eight Hundred Seventy and 00/100 Dollars (\$69,870.00)

50% due upon signing with the remaining 50% due upon completion. This price is valid for 30 days.

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:

Darcey Lloyd
darcey.lloyd@expresselevatorwi.com
414-363-0990



Approvals:

Express Elevator, LLC

Customer

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please include the 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 to 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.