



Change Order Request

Project: 1923025-02
La Crosse Center Expansion & Renovation
400 La Crosse Street
La Crosse, WI 54601

COR # 100.00

Date: 10/20/2020

To: Owner City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

From: Kraus-Anderson Construction Company
151 East Wilson Street, Suite 100
Madison, WI 53703

PCO # 159 - N100 Ceiling

Item #	Description	Vendor	Amount
1	N100 Ceiling	Fowler & Hammer, Inc.	\$246.40
2	N100 Ceiling	H.J. Martin & Sons, Inc.	\$1,422.30
3	N100 Ceiling	H.J. Martin & Sons, Inc.	\$590.00
4	N100 Ceiling	Pine Valley Painting & Finishing LLC	(\$50.00)
Total For Change Order			\$2,208.70

Approved By: City of La Crosse

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: *Peter Linsmeier*
6867371012384A6...

Date: 10/21/2020 | 12:52 PM C

Accepted By: I & S Group, Inc.

Signed: *Kevin Bills*
B2D92ADEC16949C...

Date: 10/27/2020 | 9:31 AM C



313 Monitor Street
 La Crosse, WI 54603
 Ph : (608)782-6849

Change Request

To: Peter Linsmeier
 KRAUS-ANDERSON CONSTRUCTION
 4125 Terminal Drive
 Suite 100
 McFarland, WI 53558
 Ph: (608)838-5416 Fax: (608)838-5445

Number: PCO 159
Date: 10/20/20
Job: 19-LC-9019 *La Crosse Center
Phone:

Description: PCO 159 - Demo Soffit

We are pleased to offer the following specifications and pricing to make the following changes:

Demo Soffit

Work performed by us:					
Description		Quantity	Unit	Unit Price	Price
Demolition - Selective	Labor	4.00	HR	\$56.00	\$224.00
Subtotal:					\$224.00
Self Performed OHP					\$224.00
Subcontractor OHP					10.00%
					\$22.40
					\$0.00
Total:					\$246.40

If you have any questions, please contact me at (608)782-6849.

Submitted by: Mike Allen
 FOWLER & HAMMER INC

Approved by: _____
 Date: _____

Cc: File

Example of How to Submit PCO Cost

(PCO cost must be submitted on your company letter head, contain all of the info below, and faxed or emailed to KA PM and PC)

Company Name: HJ Martin & Son, Inc.

Project Name/Number: La Crosse Center

Date: 10/8/2020

PCO: #159 - RFI #289

<u>Write-Up Item</u>	<u>Write-up Description</u>			
Architectural Item #	Description of work	Please see attached HJ Martin form for description		
		<u>Cost</u>	<u>Description</u>	<u>Notes/Attachments</u>
	Labor	\$ 1,084.00		
	Equipment	\$ 100.00		
	Material	\$ 109.00		
	Tax on Material Only	\$ -		
	Subtotal	\$ 1,293.00		
	10% Fee	\$ 129.30	(10% is the max fee allowed on Sub CO's)	
	Total Cost of Change	\$ 1,422.30		

Subcontractor acknowledges no other Cost associated with this PCO.

Walt Kaplan Sign
10/08/2020 Date

320 S. Military Avenue
P.O. Box 11387
Green Bay, WI 54307-1387
Phone: (920) 494-3461
Fax: (920) 494-4177
Website: www.hjmartin.com



WALLS & CEILING DIVISION

Change Order / Additional Work Request Form

To: Peter Linsmeier **From:** Wyatt Tompkins

Co: Kraus Anderson Construction **Phone:** 920-655-3414

Fax: **Date:** 10/08/2020

Re: PCO #159 – RFI #289 **Pages:**

Project: La Crosse Center Expansion & Remodel

Change Order/Additional Work Summary:
Provide B3 bulkhead for height transition on soffit in Circulation N100.

Labor: \$1,192.40
Material: \$119.90
Equipment: \$110.00

This CO/AWR was originated by ___Sub-Contractor ___General Contractor XArchitect ___Owner, and I/we do hereby recommend acceptance and approval of the change to the contract with an XIncrease ___Decrease ___No Change, of the following amount:

FOR THE SUM OF: \$1,422.30

If this is acceptable, please issue a signed change order (or sign and return this form) so we can proceed as soon as possible. This proposal may be accepted within 30 days of its date, and will become a binding contract upon such acceptance by purchaser subject to review by seller. Please contact us for confirmation if time runs beyond 30 days. There are no representations, promises, warranties or agreements, not expressed herein. H.J. Martin & Son, Inc. is not able to proceed with this work without a signed change order.

Please feel free to call if you have any questions and/or concerns.

Accepted _____, 20____

H.J. MARTIN & SON, INC.

By _____

By _____

General Contractor

Project Manager



320 South Military Avenue, Green Bay, WI 54303 | P.O. Box 11387, Green Bay, WI 54307
Phone: 920-494-3461 | Fax: 920-494-4177 | Website: www.hjmartin.com

Est. 1931

Residential Flooring | Shower Doors | Floorcare | Tiled Showers | Backsplashes | Accent Walls
Commercial Glass & Glazing | Walls & Ceilings | Flooring | Millwork Installation | Doors & Hardware | Floorcare
National Retail Solutions Construction Management | New Store Fixture Installation | Remodels & Rollouts
Casework Installation | Merchandising | Concrete Polishing

BID NUMBER: Click to enter Bid #
Job Name: La Crosse Center and Expansion & Renovation Date: 10-12-2020
Job Location: La Crosse, WI
Company: Kraus Anderson Attention: Weston Gumbert
Phone: 715-225-7424 Email: Weston.gumbert@krausanderson.com

We propose the following:

Work Scope 9-C
095100 Acoustical Ceilings
RFI 159 Addition of ACT-1 in N100 to take place of plaster soffit
Add: \$590.00
Material: \$320.00
Labor: \$270.00

If this contract is acceptable, sign below and return within 30 days of its date. Upon acceptance, this agreement is a binding contract. No merchandise may be returned for credit without prior written approval, and, will be subject to a 20% handling charge. Payments using a credit card may be subject to a 3.5% fee. No credit will be allowed on claims of error or shortage unless reported immediately. Unpaid invoices are subject to a 1.5% service charge with an annual rate of 18%. This agreement includes Additional Terms and Conditions set forth on its face or subsequent side.

Proposed By: Matt Kaczmarek Phone: 920-370-3319 Email: m.kaczmarek@hjmartin.com
Accepted By: _____ Date: _____

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. **GENERAL.** All sales of H. J. Martin & Son, Inc. (hereafter "Company") are subject to the following terms and conditions. Company objects to the inclusion of any different and/or additional terms proposed by Purchaser. Unless Company accepts any such different terms and/or additional terms in writing, Purchaser's acceptance of Company's delivery of labor and/or materials shall conclusively constitute Purchaser's acceptance of Company's terms and conditions herein.
2. **FORCE MAJEURE.** Company shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including, but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fire, flood, storm, accident or any act of God, or other causes beyond Company's control.
3. **SECURITY OF MATERIALS.** Purchaser will receive, and properly protect from all damage and loss, the materials necessary for carrying out this contract, and allow reasonable use of light, heat, water, power, available elevators, hoists, and other facilities required to further this agreement.
4. **PROJECT SITE CONDITIONS.** Surfaces on which the materials are to be applied shall be given to Company to work on at one time so that the work will not be interrupted. The surfaces shall be clean, dry, accessible and suitable for receiving our work. All electrical fixtures and other obstructions shall be removed at the expense of the Purchaser. Installations will not be performed at a temperature of less than 60 degrees Fahrenheit for flooring and 55 degrees Fahrenheit for drywall, from time of starting until completion of contract.
5. **SPECIFICATIONS AND ALTERATIONS.** Company shall not be responsible for any damages or expenses resulting from specifications not conforming to the requirements of the law. No credit or allowance shall be made for alterations, unless such credit or allowances has been agreed to by seller in writing before such alterations are made.
6. **LABOR.** Expenses of sending labor to the job on Purchaser's notification before surfaces are ready for the application of materials as agreed, or expenses due to any delays for which Purchaser may be responsible during the progress of the work, shall be borne by Purchaser. Work called for herein is to be performed during regular working hours. Overtime rates for all work performed outside such hours, will be paid by Purchaser.
7. **INVOICING AND PAYMENT.** The terms of payment are specified on the first page herein. Purchaser shall pay all costs of Company, including reasonable attorney's fees and court costs incurred by Company in collection of past due amounts from Purchaser.
8. **TAXES.** Any sales, excise, processing or any direct tax imposed upon the manufacture, sale or application of materials supplied in accordance with this proposal or any contract based thereon shall be added to the contract price.
9. **DAMAGES.** Any damage after completion, not caused by Company, will be the sole responsibility of Purchaser. Any expense incurred by Company for insurance or bond to cover liability under any "hold harmless" or "indemnify" clause or clause of a similar nature in any contract, specifications, letter or acceptance notice which in any way requires Company to assume any liability which is not imposed by law shall be paid by Purchaser. Company shall not be responsible for any damages to Purchaser, including compensatory, punitive, consequential, incidental, intentional, nominal or multiple damages.
10. **RIGHT AND TITLE TO MERCHANDISE.** The title and right of possession of the merchandise sold hereunder shall remain with Company, and such merchandise shall remain personal property until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in full in cash. Purchaser agrees to do all acts necessary to perfect and maintain such security interests and rights in Company.
11. **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** In no event shall company be liable for consequential damages arising out of or in connection with this agreement, including without limitation, breach of any obligation imposed on Company hereunder or in connection herewith. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including without limitation property handled or processed by the use of product). Buyer shall indemnify Company against all liability, cost or expense which may be sustained by Company on account of any such loss, damage or injury.
12. **WARRANTY.** Pursuant to the warranty, if any, of a manufacturer, manufacturer's liability is limited to replacing any materials proved to be defective, provided, however, notice of the defective materials has been provided to manufacturer pursuant to any warranty thereof, if any, prior to said defective product being installed or used. The manufacturer's warranty, if any, does not apply to any materials which have been subject to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance or storage), accident, modification or adjustment. All claims made by Purchaser for breach of warranty, either express or implied shall be made within sixty (60) days after completion. There are no representations, promises, warranties, or agreements not expressed set forth herein.
13. **CONSTRUCTION LIEN NOTICE. IN THE EVENT WE ARE THE PRIME CONTRACTOR UNDER SEC. 779.02(2)(a), WIS. STATS., OR, THE SUBCONTRACTOR UNDER SEC. 779.02(2)(b), WIS. STATS., AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, COMPANY HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO COMPANY, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER. FOR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. COMPANY AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**
14. **GOVERNING LAW, VENUE AND SEVERABILITY.** This agreement shall be construed under and in accordance with the laws of the State of Wisconsin. The parties hereby consent to exclusive venue and personal jurisdiction in Brown County, Wisconsin for all disputes arising out of this agreement. If any provision of this agreement is invalid or unenforceable, the invalid or unenforceable provision should not affect any other provisions and this agreement shall be construed as if the invalid or unenforceable provisions have been omitted.

Pine Valley Painting & Finishing LLC
 W6667 Maple Rd
 Neillsville, WI 54456

Project: La Crosse Center
 Expansion & Renovat

Date: 10/9/2020

PCO 159 Ceiling Changes

Originating Document:

Total Additions:
Total Deductions: \$50.00
Net Change: \$50.00

Reason for Change	
Owner's Request	X
Contractor's Request	
Omission & Errors	

Contract Time Extension:

Additions						P&P Bond 3%			
Item	Description	Type	Qty	Unit	\$/Unit	Labor	Material	Equipment	Total
1								\$ -	
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12	Subtotal								
13	P & O - list your amount 7%								
14	Total								

Deductions						P&P Bond 3%			
Item	Description	Type	Qty	Unit	\$/Unit	Labor	Material	Equipment	Total
	Write out each item separately per line	S	1	LS	-				
15	Remove drywall ceiling and add bulkhead							\$ -	\$ 50.00
16									
17									
18									
19									
20									\$ -
21									\$ -
22									\$ -
23									\$ -
23									\$ -
24									\$ -
32	Total								\$ 50.00

Attached supporting information Yes
 No

Subcontractor/Supplier name
 Pine Valley Painting & Finishing LLC

Project Manager
 Rob Wilson

10/9/2020