



KRAUS-ANDERSON®
Construction Company

Change Order Request

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

COR # 163.00

Date: 2/3/2021

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 # 263 - Additional Fire Extinguishers

Item #	Description	Vendor	Amount
1	Additional Fire Extinguishers	Wieser Brothers General Contractors, Inc.	\$762.94
Total For Change Order			\$762.94

Approved By: City of La Crosse

Signed: _____

Date: _____

Submitted By: Kraus-Anderson Construction Company

Signed: *Peter Linsmeier*
6867371012384A6...

Date: 2/3/2021 | 4:13 PM CST

Accepted By: I & S Group, Inc.

Signed: *Kevin Bills*
B2D92ADEC16949C...

Date: 2/10/2021 | 7:22 AM CST



Change Order Request #55

Project Name: La Crosse Center Expansion - BP3 Carpentry
Date: 1/29/2021

Job # 220071

DESCRIPTION OF WORK TO BE DONE:

Three (3) additional fire extinguishers and cabinets

	Subcontractor Total	Labor Total	Material Total	Equipment Total	Total Cost
Fire Protection Specialist			\$553.58		\$553.58
Wieser Brothers Labor		\$140.00			\$140.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal	\$0.00	\$140.00	\$553.58	\$0.00	\$693.58
				Subtotal	\$693.58
				Self Performed OH&P	\$69.36
				Subcontractor OH&P	\$0.00
				Subtotal	\$762.94
				Bonding	\$0.00
				Grand Total	\$762.94

Approval: _____
Date: _____

**Fire Protection Specialists**

PO BOX 289
BangorWI54614
(608) 486-1120
Donna@fpsweb.net

ESTIMATE #	47538713
DATE	01/28/2021
PO #	3279
ESTIMATE TOTAL	\$553.58

CUSTOMER
Wieser Brothers Inc. (507) 895-8903 invoices@wieserbrothers.com

SERVICE LOCATION
La Crosse Center 300 Harborview Plaza La Crosse, WI, 54601 (507) 895-8903 invoices@wieserbrothers.com

SCOPE	Additional New Fire Extinguishers and Fire Cabinets per Andrew Dahl CO-2
--------------	--

Description	Qty	Rate	Tax	Total
436500 New AA10S 10# ABC Tall ANSUL Industrial Grade Fire Extinguisher	3.00	\$62.00	\$0.000	\$186.00
2409-6RVD Larsen's Fire Extg Cabinet Semi Recessed W/ Vertical Duo Door and Red Vertical Lettering	1.00	\$73.70	\$0.000	\$73.70
2409-SMVD Surface Mount Fire Cabinet w/ Vertical Duo Door and Red Vertical Lettering	2.00	\$115.94	0.000%	\$231.88
LFED-R Fire Extg. Sign, 1"x18" Vertical w/ Red Lettering	2.00	\$6.00	0.000%	\$12.00
Shipping-Cabinets Shipping Cabinets	1.00	\$50.00	0.000%	\$50.00
Exempt Sales Tax WI		0.000%		\$0.00

Installation Projects: 50% of total project due at acceptance or initiation of project. Remaining balance due within 30 days of finish date. Please review full Terms & Conditions attached.

Bulk orders: Bulk orders in excess of \$2,500 require 50% down payment, unless stated otherwise in FPS Service Agreement.

All Estimates & Invoices reflect a 4% cash discount. Credit card payments will be assessed a 4% processing fee.

Estimate Total:	\$553.58
------------------------	-----------------

FIRE PROTECTION SPECIALISTS TERMS & CONDITIONS

STANDARD PAYMENT TERMS:

Projects: Customer acknowledges that the Fire Protection Specialist (FPS) requires a 50% deposit prior to the initiation of any project. The remaining balance is due in full within 30 days of project completion.

Material orders: Orders of \$2,500 or more require a 50% deposit and are due in full within 30 days of delivery.

Reoccurring Services: Customers approved by FPS for payment terms will receive a standard payment term of Net 15, unless otherwise stated in their Service or Maintenance Agreement.

CANCELATION POLICY: Orders may be canceled or returned only with FPS's written consent. Prevailing restocking & handling charges will be applied on all cancellations and returns, in addition to any transportation or freight costs. All goods must be returned in their original resalable condition. A restocking fee of not less than 25% of the purchase price of the product will be assessed for all returned items. Under no circumstance will returns be accepted for non-stocked or custom order products. Returns will not be honored unless covered by a signed credit authorization.

Estimates are valid for 60 days, unless stated differently on said estimate. After that time the estimate may be withdrawn or subject to revision.

INSPECTION SERVICES: The Customer understands and acknowledges that our service will indicate only if the equipment was mechanically functioning during the period of time in which our Service Technician was performing said services. The Customer further acknowledges that FPS does not imply or suggest that the equipment will extinguish all fires regardless of origin. Training on the proper use of this equipment is the responsibility of the owner. FPS makes multiple attempts to contact each customer prior to the due date of their annual inspection. It is the responsibility of the customer to communicate with FPS schedulers to ensure timely inspection. FPS does not take responsibility for any past due inspections.

PRE-INSTALLATION POLICY: All FPS projects require a Pre-installation Site Inspection (PSI). This inspection ensures that the installing party understands the FPS shop drawing and manufacturer's information data sheets. FPS trained technicians will conduct the inspection and require a sign-off by the installing party. If FPS is providing the installation through its own employees or a subcontractor, the PSI will become an internal procedure to FPS.

FPS does not supply or install the wiring necessary for system operations unless specifically stated in the estimate. Unless the installing party is a subcontractor of FPS, FPS is not responsible to solve any wiring problems only to assist in isolating the problem to a loop or pair of wires or conductors by using their troubleshooting training, methods and measures. The installing party is the party who warrants that the wiring is free from these types of problems as they are the party who provides and installs the wiring.

The best scheduling efforts are made by FPS. All projects have estimated time of completion. The owner and/or installing contractor must make their best efforts in communicating an accurate time of completion for the project. If a deadline is involved this must be clearly communicated to FPS. The owner and/or installing contractor must provide adequate time from installation to the deadline for FPS to complete the final tasks of final connections, testing, certifying and training. If FPS is not given the proper time to complete its tasks it will not be responsible for a timely completion.

Any code satisfaction should not be assumed by the purchase of any system from FPS. Projects are estimated using owner provided plans and specifications. Conditional approval and code satisfaction lies within the plan's approvals by Authorities Having Jurisdiction, City and State Codes, Federal Codes, etc. FPS only certifies that the equipment will operate within the manufacturer's guidelines. Any additional equipment required to satisfy AHJ or customer requests will incur additional charges.

FPS drawings must be strictly followed by the installing party. Any deviations from the drawings may result in the need for the re-wiring of a system by the installing party and at the installing party's expense. Best efforts are made in the PSI visit to assure that this does not happen.

The system being proposed has been estimated to include specific labor components that FPS is responsible for carrying out. The standard labor components are as follows: a) PSA b) final connections to the head end equipment c) programming of systems requiring such d) testing of the complete system with assistance if needed from the installing party e) certification of system requiring such f) owner training g) field drive connections (ONLY if specifically stated in the body of the estimate). These standard labor components have trip limits. If additional trips are required due to the installing party's lack of preparation, premature request for FPS to visit the site for final connections, or improper installation FPS may charge additional fees to cover the costs of

transportation and labor hours. Best efforts are made by FPS before visiting the site at the request of the installing party to prevent unproductive trips from occurring.

System submittals being provided by FPS for projects designed by architects and/or engineers must have approvals from the architect and/or engineer. This is standard procedure for designed projects. These approvals must be forwarded to FPS for proper corrections and timely shipments and scheduling.

No shipment of product will be released until proper approvals are received by FPS. Rough in materials may be approved for shipment before approvals are received, if the request is first approved by FPS management.

A pre-lien notice may be sent to the project's management as standard operating procedure.

A minimal amount of project management time is allocated to standard projects. Complete project management is included only if indicated in the body of the Estimate. FPS expects that all parties involved take responsibility for their tasks during a project. It is expected by FPS that each project has an owner provided project manager. If this becomes an issue or if the owner and/or purchaser would like to pay for additional project management services, FPS will provide an estimate for the additional fees to provide the desired project management services.

FPS often brings extra equipment and supplies to each project to ensure delays do not occur due to overlooked or unexpected circumstances. As such, unless otherwise agreed to in advance, FPS owns all extra equipment and parts remaining at the completion of a project.

INDEMNIFICATION AND LIMITATION OF COMPANY'S LIABILITY

LIMITATION OF LIABILITY: Customer acknowledges that the FPS is not an insurer of or against any potential or actual loss or damage to person or property, whether direct, incidental and/or consequential, that may occur in or at the premises. FPS's total liability to customer for damages for any claims, losses or damages arising out of or in any way related to any cause whatsoever in relation to this agreement, whether based in contract, tort (including where FPS is alleged to be negligent), strict liability, breach of warranty or other cause, shall not exceed \$1,000. Notwithstanding the foregoing sentence, under no circumstances shall FPS be liable for any damages for loss of use, interruption of business, lost profits, revenue or opportunity, claims of third parties or for injury to persons or property or for any other special, exemplary, incidental, indirect, punitive, consequential or other damages of any kind or nature (including those allegedly resulting from FPS's own negligence). If the FPS is found liable for any loss or damage due to its gross negligence, the FPS's liability shall not exceed \$7,500.00. This agreement is not a guarantee or warranty that the system will in all cases provide the level of protection for which it was originally intended, is free of all defects and deficiencies, and is in compliance with all applicable codes. Customer agrees that it has not retained FPS to make these assessments unless otherwise specifically indicated.

LIMITATION OF LIABILITY FOR DUCT CLEANING: In addition to the above terms found under the above section titled "Limitation of Liability," Customer acknowledges that it is Customer's responsibility to maintain its kitchen exhaust system. Customer expressly agrees FPS shall not be responsible for damages arising from a kitchen exhaust system that was not installed in a manner compliant with current applicable building codes, except in the event of FPS's sole negligence. Customer expressly acknowledges that unless agreed to in a signed written agreement specifically referencing an obligation to clean ventilation servicing a solid fuel cooking application, FPS shall not be responsible for cleaning solid fuel cooking ventilation, including charcoal, pizza ovens and smoker units. Customer further expressly acknowledges that unless agreed to in a signed written agreement specifically referencing appliance cleaning, Company shall not be responsible for cleaning kitchen appliances or areas surrounding such appliances that do not comprise the kitchen exhaust system. Unless specifically agreed in writing, FPS shall not be responsible for pitching or installation of access panels in a kitchen exhaust system. After Customer accepts cleaning performed by FPS, Customer's sole remedy shall be limited to FPS's re-cleaning of the filters, hood, duct or other item FPS identifies as being deficiently cleaned.

LIMITATION OF LIABILITY FOR ANSUL SYSTEM INSPECTIONS: In addition to the above terms found under the above section titled "Limitation of Liability," Customer acknowledges that FPS shall not be liable for any claims of improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of FPS, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer's employees, invitees, licensees, trespassers or others on the premises, and faulty design/installation by others.

WARRANTY DISCLAIMER: Except as provided in any specific warranty paragraphs, FPS makes no warranty of any kind, express or implied, including but not limited to, any warranty of merchantability or warranty of fitness for a particular purpose.

INDEMNIFICATION: Customer agrees to indemnify, hold harmless, defend, and release FPS from liability and shall reimburse the FPS for any liabilities, damages, losses or expenses (including reasonable attorneys' fees, expert fees and costs including litigation

costs), injuries, claims, suits, judgments, and causes of action incurred by FPS in connection with any claims, suits, judgments and causes of action which relate to the products or services FPS provides. This indemnity includes claims brought by any third party, including, without limitation, Customer's insurance company, whether the claim arises under contract, warranty, tort (including where FPS is alleged to be negligent), or any other theory of liability. **This agreement to indemnify, hold harmless, release, and defend FPS from liability includes claims where Company is alleged to be negligent, solely negligent or partially negligent, in any way.**

WAIVER OF SUBROGATION: In case of any claim or loss, Customer agrees that it is responsible to maintain, and has sufficient insurance coverage to cover any potential claim or loss. Customer further agrees to look to its property and/or general liability insurance carrier for reimbursement. Customer and FPS mutually agree to release one another from any and all claims with respect to any loss covered by (or which should have been covered) the insurance coverages which were required and/or recommended that may be applicable to any property where FPS performs services and/or provides materials for FPS. For purposes of this Section, all deductibles shall be considered insured losses. They further mutually agree that their respective insurance companies shall have no right of subrogation against the other for any claim or loss, including but not limited to, of any nature arising out of or connected to FPS's actions or inactions (including its own negligence) in any way.

CUSTOMER RESPONSIBILITIES: Customer has a duty to disclose any facts to FPS that have any potential to affect its past, present, and/or future work in any way. This duty continues after the work is completed. Customer's failure to disclose any of these facts to FPS within two weeks of discovery of said facts constitutes estoppel and/or waiver of Customer's ability to bring any claims, losses or damages arising out of or in any way related to any cause whatsoever in relation to this agreement, whether based in contract, tort (including where FPS is alleged to be negligent), strict liability, breach of warranty or other cause. Customer shall be responsible for exercising due care in all regards, including but not limited to, cleaning, maintaining, and inspecting all duct and/or hood systems. If Customer contracts with FPS to provide maintenance, cleaning, and/or inspection of said duct and/or hood systems at certain time intervals, then Customer shall be responsible for exercising due care in all regards, including but not limited to, cleaning, maintaining, and inspecting all duct and/or hood systems in between these contracted-for intervals. Customer's failure to exercise due care in any regard constitutes estoppel and/or waiver of Customer's ability to bring any claims, losses or damages arising out of or in any way related to any cause whatsoever in relation to this agreement, whether based in contract, tort (including where FPS is alleged to be negligent), strict liability, breach of warranty or other cause. In the event that conditions occur which render the fire protection system inoperable or damaged, FPS expressly disclaims any responsibility for such conditions, and assumes no responsibility to investigate the cause, source or extent of such condition. Customer acknowledges this warning and acknowledges that under NFPA and other applicable codes and regulations, it is the responsibility of the customer to maintain its fire protection system. Failure to properly maintain such systems may lead to conditions that may render the fire protection system inoperable, or that damage to the system may result in injury, damage to property and loss of use.

CONTRACTUAL LIMITATION PERIOD: Customer expressly agrees that any claim, lawsuit, or cause of action, whether in contract, tort or other legal theory, relating in any way and/or arising out of FPS's services and/or materials provided to Customer, its subsidiaries and/or its insurers, must be filed no more than one (1) year from the date the alleged damage(s) occurs, that is the subject of the claim, lawsuit and/or cause of action. Customer expressly waives any statutory and/or common law limitation period to the contrary.

LAW AND JURISDICTION: This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of WI.

SEVERABILITY: If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

INTEGRATION: This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

I, the undersigned, certify that I have read the above Terms & Conditions. I agree that I and any representatives of my company will comply with all requirements outlined in Contractor Terms & Conditions.

Acceptance:	<i>I have read the terms & conditions above and agree to the scope of work outlined in this estimate.</i>
Name & Title:	
Signature:	
Date:	