



# Change Order Request

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

**COR #** 88.00

**Date:** 10/1/2020

**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 #** 147 - North Hall ACT-7

Item #	Description	Vendor	Amount
1	North Hall ACT-7	H.J. Martin & Sons, Inc.	(\$16,800.00)
<b>Total For Change Order</b>			<b>(\$16,800.00)</b>

**Approved By:** City of La Crosse

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Submitted By:** Kraus-Anderson Construction Company

**Signed:** *Peter Linsmeier*  
6867371012384A6...

**Date:** 10/5/2020 | 9:12 AM CD

**Accepted By:** I & S Group, Inc.

**Signed:** *Kevin Bills*  
B2D92ADEC16949C...

**Date:** 10/8/2020 | 8:54 AM CD



Est. 1931

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

**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: 9-30-2020

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 289 removal of ACT-7 at fire proofing and insulation on deck**

**Deduct: \$16,800.00**

**Material: \$8,000.00**

**Labor: \$8,800.00**

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.