

#008



Wendel
204 E. Grand Avenue Suite 200
Eau Claire, Wisconsin 54701
Phone: (715) 832-4848

Project: 634501 - (V) of Harrison Fire Station 70
W5662 Manitowoc Road
Harrison, Wisconsin 54952

Subcontract Change Order #008: CE #027 - Landscape Plan- C010- ASI 17

CONTRACT COMPANY:	Miron Construction Co Inc 1471 McMahon Road Neenah, Wisconsin 54956	CONTRACT FOR:	SC-634501-001/002:S01/GC02 Miron Construction
DATE CREATED:	7/ 14 /2026	CREATED BY:	Kaitlyn Handrich (Wendel (Williamsville Office))
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:	Collin Olk	LOCATION	
DESIGNATED REVIEWER:	Michael Galley (Wendel (Williamsville Office))	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	07/14 /2026
REFERENCE:		CHANGE REASON:	Latent conditions
SCHEDULE IMPACT:		TOTAL AMOUNT:	\$ 32,354.30
DESCRIPTION: CE #027 - Landscape Plan- C010- ASI 17 Contractor to provide proposed cost changes associated with ASI 17.			
ATTACHMENTS: PCI0010 PE.pdf			

CHANGE ORDER LINE ITEMS:

CCO #008

#	Cost Code	Description	Type	Amount
1		Landscape Plan- C010- ASI 17		\$ 32,354.30
Subtotal:				\$32,354.30
Grand Total:				\$32,354.30

The original (Contract Sum)	\$ 6,868,866.00
Net change by previously authorized Change Orders	\$ 10,866.33
The contract sum prior to this Change Order was	\$ 6,879,732.33
The contract sum will be increased by this Change Order in the amount of	\$ 32,354.30
The new contract sum including this Change Order will be	\$ 6,912,086.63
The contract time will not be changed by this Change Order	



#008

This Change Order constitutes full and final compensation for the work described in this Change Order. The contract time will not be changed by this Change Order.

This document is utilized in lieu of AIA Document G701-2001.

Michael Galley (Wendel (Williamsville Office))

Centerpointe Corporate Park 375 Essjay Road Suite 200

Williamsville New York 14221

Village of Harrison, WI

W5298 State Road 114

Menasha Wisconsin 54952

Miron Construction Co Inc

1471 McMahon Road

Neenah Wisconsin 54956

DocuSigned by:

Michael Galley 7/16/2026

SIGNATURE

DATE

Signed by:

Tim Kippenhan 7/16/2026

SIGNATURE

DATE



Change Order Request

Date: 05/26/2026
To: Scott Handschke
 Village of Harrison
 W5298 State Road 114
 Menasha, WI 54952
Re: Village of Harrison Fire Rescue Station 70-Contract 01 Site
 Harrison, WI 54915
Project: 250890-010

Reference Document: PCI0010

Change Description: Add Bid Day Alternate #5 Landscaping (\$36,270.00) and incorporate ASI#17 owner requested revisions to the scope of work.

Contractor	Description	Amount
Miron Construction Co., Inc.	ALTERNATE #5	\$36,270.00
Schmalz Custom Landscaping & Garden Center	LANDSCAPING	-\$3,915.70
** TOTAL **		32,354.30

Impacted Calendar Days: 0

All terms of our agreement apply and preclude Miron Construction Co., Inc. from performing any extra work without approval. Please provide your approval by signing this request.

Collin Olk

Collin Olk
 Miron Construction Co., Inc.

05-26-2026

Date:

Owner Representative
 Village of Harrison

Date:

This quote expires on: 06/16/2026

~~ADD Thirty Nine Thousand Six Hundred Twenty Two and 00/100 Dollars (\$ 39,622.00)~~

Alternate #4: Add alternate to provide concrete pavement in lieu of asphalt pavement at the rear apron as described in the construction documents

~~ADD Forty Thousand Two Hundred Thirty Eight and 00/100 Dollars (\$ 40,238.00)~~

Alternate #5: Add alternate to provide all labor and materials to complete the landscaping as described in the construction documents.

ADD Thirty Six Thousand Two Hundred Seventy and 00/100 Dollars (\$ 36,270.00)

NOTE: BASIS OF CONTRACT AWARD WILL BE IN ACCORDANCE WITH ARTICLE 5 OF "INSTRUCTION TO BIDDERS"

SUBCONTRACTORS

The undersigned proposes to use the following subcontractors to complete the scope of work detailed within the Contract Documents:

1. SUBCONTRACTOR NAME PHONE # TRADE
Ostrenga _____

MBE: YES/NO WBE: YES/NO

SUMMARY OF WORK:

Excavation / Backfill _____

2. SUBCONTRACTOR NAME PHONE # TRADE
Martell Construction _____

MBE: YES/NO WBE: YES/NO

SUMMARY OF WORK:

Site Concrete _____

3. SUBCONTRACTOR NAME PHONE # TRADE

634501
Village of Harrison Fire Rescue Station 70

BID FORM
004113-3



MIRON CONSTRUCTION
PO BOX 509
NEENAH, WI 54956

Sales: NICK SCHMALZ
5518275 - Harrison Fire Rescue
 W5662 Manitowoc Road Menasha, Wisconsin 54952

Est ID: EST5518275
Date: Jan-05-2026

Email:
Phone: 9209697000

- Work by Schmalz:
 - Plantings
 - Stone beds with vinyl edging
 - Seeded lawn
 - Tax exempt acknowledged
- Work by others:
 - All soil, testing, excavation, placement, and rough grade complete to +/- 1 inch
 - Erosion control
 - No union, Davis Bacon, WBE/MBE/DBE wages included in this proposal
 - Site furnishings

ASI017 Updates	(\$3,915.70)
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-6	Ginkgo, Autumn Gold - 2"	
-1	Hackberry, Prairie Pride - 2"	
-21	Sweetpire, Sprich - G3	
-12	Spirea, Norman - G3	
0.5	Typar Weed Fabric (Roll)	
5 Yd.	3/4" Mississippi Stone	
90 ft.	Edging-Cobra Contractor Per Ft.	

Subtotal	(\$3,915.70)
Taxes	\$0.00
Estimate Total	(\$3,915.70)

SCHMALZ CUSTOM LANDSCAPING INC
 W2484 CTY RD KK
 APPLETON, Wisconsin
 54915

P.920-733-8223

SCHMALZLANDSCAPING.COM
 NICK@SCHMALZLANDSCAPING.COM

Contract Payment Summary

PO #

Contract #

1. PAYMENT TERMS: ALL CONTRACTS REQUIRE A 50% DOWN PAYMENT BEFORE ADDED TO JOB LIST. The unpaid balance is **DUE UPON COMPLETION** unless otherwise specified. A delinquency charge of 1 1/2% per month will be charged on all accounts past due (annual percentage of 18%). A 3% Service Charge will be applied to all invoices paid by credit card over \$5000.00. You, the owner, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellations after midnight of the third business day of this transaction and before scheduling job, ordering material or start of the work, will be subject to a forfeiture of 10% (not to exceed \$100) of total proposal amount.

2. NOTICE OF LIEN RIGHTS: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNERS'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, AND THOSE WHO CONTRACT DIRECTLY WITH THE RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, AND THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OF THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIAL FOR THE CONSTRUCTION, ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FINISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

3. LIMITED WARRANTY / DELIVERY AND PLANTING OF REPLACEMENTS WILL BE ADDITIONAL: Schmalz Custom Landscaping, Inc. warrants 100% of all **plant material** for the period of two years from the date of installation, provided reasonable care by owners, according to our recommendations. We do not guarantee Royal Red Maples, annuals, bulbs, Hybrid Roses, seeds, transplanted plants or materials in raised planters. However, plant material will only be replaced one time during the two year period. **Schmalz Custom Landscaping, Inc. will warrant all labor for planted material for a planted material for a period of 45 days from installation. After the 45 days period, the labor of any plant material replacements will be billed at current rate.** Unless specified, Schmalz Custom Landscaping, Inc. cannot be held responsible for damage caused by negligence, animals, vandalism, natural disasters or similar matters over which we have no control. As the client, you are responsible for ensuring that rough grades have been established according to the directions of Schmalz Custom Landscaping, Inc. Establishment of **all** rough grades, if not acceptable, could result in delays or added costs to the project.

The following will not be the responsibility of Schmalz Custom Landscaping, Inc.:

- Improper maintenance of the lawn that results in poor growth of the grass.
- Damage to the lawn surface caused by washouts, chemical spills, foot prints, etc.
- Settling due to new construction, utility lines, or any other excavation that have occurred by others.

Schmalz Custom Landscaping, Inc. will stand behind problems with bare patches caused by mechanical failure of seeding operation.

ALL WARRANTIES ARE VOID UNLESS PAYMENT IS MADE AS SPECIFIED. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THOSE IN THIS PARAGRAPH. **Unless specified in writing**, Schmalz Custom Landscaping, Inc. cannot be held responsible for exact location of planting beds, plants, fences, patios, decks or other landscaping installations unless **lot lines are clearly marked by owners**.

4. OTHER ITEMS: **Unless specified in writing**, Schmalz Custom Landscaping, Inc. assumes that areas of gravel, stone or other underground debris will not be encountered. **If such conditions are found, it may result in an extra charge at current rate for extra labor.** **Unless specified in writing**, Schmalz Custom Landscaping, Inc. **cannot** be held

responsible for damage to any underground drain or sump lines, cable TV wires, electric or gas yard lights or any other underground apparatus lines unless clearly marked by owner. Schmalz Custom Landscaping, Inc. will assume all responsibility for public utilities (natural gas, telephone and electric lines). **Owner is responsible for securing all necessary permits.** Unless specified in writing, Schmalz Custom Landscaping, Inc is not responsible for code violation at owner's request.

5. OWNER'S RIGHT TO CANCEL: YOU MAY CANCEL THIS AGREEMENT BY MAILING A WRITTEN NOTICE TO SCHMALZ CUSTOM LANDSCAPING, INC. BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGNED THIS AGREEMENT. IF YOU WISH, YOU MAY USE THIS PAGE AS THAT NOTICE BY WRITING "I HEREBY CANCEL" AND ADDING YOUR NAME AND ADDRESS.

6. LAWN INSTALLATION:

IF Lawn Installation is quoted and completed by Schmalz Custom Landscaping, Inc. we will:

- Includes all finish grading and leveling
- Hand rake areas that cannot be mechanically leveled
- After finish grade has been established, we will pick up stone 2" or greater
- Apply seed at 5#'s per 1,000 sq ft, fertilizer at manufacturer's suggested rate.
- Cover the area with chopped straw

7. PAVER PATIO INSTALLATION:

IF Paver Patio Installation is quoted and completed by Schmalz Custom Landscaping, Inc the following apply:

- Includes installation of paver patio as drawn on landscape plan
- Pavers to be set on 4" reinforced concrete base (set on 6" of compacted clear stone) OR 8-10" of 3/4" clear stone and 1-2" of 5/16" chipped stone
- A 1-2" layer of 5/16" chipped stone will be used to level the pavers as they are set on the concrete base
- Paver selection to be determined with client and designer/architect
- Mortar OR Diamond-Lok edging to installed along edge of patio to hold pavers in place and allow for water to drain
- Polymeric sand to be compacted and swept in paver joints

8. HARDSCAPE INSTALLATION WARRANTY:

WE OFFER A TWO YEAR WORKMANSHIP GUARANTEE FROM THE DATE OF INVOICE ON ALL RESIDENTIAL HARDSCAPE PROJECTS INSTALLED BY SCHMALZ CUSTOM LANDSCAPING, INC.

ALL MATERIALS ARE GUARANTEED UNDER THE MANUFACTURER'S WARRANTY, EXCLUDING NATURAL STONE MATERIALS.

REPLACEMENTS AND/OR REPAIRS UNDER THIS WARRANTY SHALL NOT CARRY A NEW WARRANTY, BUT SHALL ONLY CARRY THE UNEXPIRED PORTION OF THE ORIGINAL WARRANTY PROVIDED.

SCHMALZ CUSTOM LANDSCAPING, INC. MUST BE NOTIFIED OF WARRANTY ISSUES WITHIN 2 YEARS OF INVOICE DATE.

WARRANTY DOES NOT INCLUDE:

1 - MATERIALS OR WORKMANSHIP PROVIDED BY ANYONE OTHER THAN SCHMALZ CUSTOM LANDSCAPING, INC. WARRANTY IS VOID IF ALTERATIONS OR CHANGES ARE MADE BY ANYONE OTHER THAN SCHMALZ CUSTOM LANDSCAPING, INC.

2 - WARRANTY DOES NOT COVER SETTLEMENT THAT RESULTS FROM PLACEMENT OR COMPACTION OF SOIL

BY ANOTHER CONTRACTOR.

3 - WARRANTY DOES NOT COVER DAMAGES FROM ABNORMAL WEATHER CONDITIONS SUCH AS FLOODS, EXCESSIVE WIND, DROUGHT, SEVERE FREEZING, ABNORMAL RAIN, UNDERGROUND SPRINGS, OR NATURAL SETTLING.

4 - WARRANTY DOES NOT COVER DAMAGE DUE TO VANDALISM, USE OF WINTER SALT OR SNOW/ICE ACCELERATOR PRODUCTS, ANIMALS, FIRE, TREE FALLS, MECHANICAL DAMAGE, REMOVAL OR RELOCATION, EFFLORESCENCE* OR STAINS.

5 - EXACT COLOR MATCHES ARE NOT GUARANTEED.

6 - WARRANTY IS NOT TRANSFERABLE. WARRANTY TERMINATES IF ORIGINAL CUSTOMER SELLS OR NO LONGER OWNS THE PROJECT THAT WAS COMPLETED BY SCHMALZ CUSTOM LANDSCAPING, INC.

7 - THERE IS NO WARRANTY ON PAST-DUE ACCOUNTS OR JOBS NOT PAID IN FULL.

8 - WARRANTY IS VOID IF NEW EXCAVATION, DIGGING, OR SOIL REMOVAL CREATES THE QUESTIONED DEFECT.

*EFFLORESCENCE IS A NATURALLY OCCURRING PROCESS IN ALL CONCRETE PRODUCTS THAT SOMETIMES APPEARS IN THE FORM OF A WHITE POWDERY FILM ON THE PAVEMENT SURFACE. IT DOES NOT COMPROMISE IN ANY WAY THE STRUCTURAL INTEGRITY OR FUNCTIONALITY OF THE PRODUCT. EFFLORESCENCE CANNOT BE PREVENTED BUT WILL WASH OFF OVER TIME OR CAN BE TREATED AND CLEANED WITH AN EFFLORESCENCE CLEANER.

Contractor: _____
NICK SCHMALZ

Client: _____

Signature Date: _____
05/14/2026

Signature Date: _____