

TOWN OF PENDLETON

2020 APPROVED PURCHASING WORKSHEET

EMPLOYEE: David Fischer

DATE: 09 / 04 / 2024

ITEM: Gutter repair @ Town Hall

REASON FOR PURCHASE: Sections of Gutter are falling off

FUND VERIFICATION: A00-1620-400

as of 09/04/24
(Date)

Guidelines: (Check one that applies)

- Materials: More than \$10,000 / Material & Labor: More than \$35,000**
Written specifications, Advertising & Sealed Bids
- Material: \$3,000 to \$10,000 / Material & Labor \$10,000 to \$35,000**
Attach three (3) written/fax quotations
- Material: \$500 to \$3,000 / Material & Labor \$3,000 to \$10,000 / Highway, Water, Sewer Repair \$1,000 to \$3,000**
Three (3) oral/Fax quotations:

LIST VENDOR, MODEL, PRICE BELOW

1. Highland Contractors- \$1,865.07
2. Fiddler Roofing- \$2,365.00
3. Niagara Gutter- No Bid

- Material: \$0 to \$500 / Material & Labor: \$0 to \$5,000 / Highway, Water, Sewer Repair \$0 to \$1,000**
Alternate price quotations not required/subject to Department Head Approval

If lowest quoted price is not awarded, please detail reason: _____

Reasons for non-solicitation: (Check one that applies)

- Acquisition of professional services; emergencies; sole source situations; goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional facilities; goods purchased from another governmental agency; goods purchased at auction; goods purchased under NY State Contract; original equipment replacement parts/service



Highland Contractors of Western
NY
620 South Clinton Avenue
Rochester, NY 14620
Phone: 585-507-3658
Fax: 585-282-0018

09/03/2024
Claim Information

David Fisher
Pendleton Town Hall
6570 Campbell Boulevard
Lockport, NY 14094
(716) 909-1408

Job: David Fisher

Company Representative
Eric Pfeiffer
Phone: (716) 228-7590
epfeiffer@highland@gmail.com

Gutter work

GUTTERS - Remove and dispose of existing gutter on the front left middle section. Install seamless "K-style" gutter and reuse existing downspouts with complete accessories. *Hidden Hangers are included w/standard 5" & 6" gutter price*

COLOR: brown

SIZE: 6 inch

STYLE: standard K-style

Repair/secure 2 gutter sections on the left side and front right side by entryway. In addition, replace full length of gutter on the left side of building.

2-4 weeks for installation time weather permitting

Payment schedule:

50% at the time of signing the contract

50% upon completion and final inspection

TOTAL

\$1,865.07

TERMS AND CONDITIONS

CHANGES AFFECTING COST

- Due to the variable nature of materials cost, this proposal is good for 15 days from the issue date, after which Highland Contractors may, at its discretion, adjust the price of this proposal to account for significant changes in the cost of the materials, subject to Customer/Owner agreement.
- Additions to as well as alterations or deviations from the work specified in this proposal may result in additional charge(s)
- This proposal/agreement was produced in good faith and understanding of the current conditions of the property and structures thereon. However, if any condition is discovered that adds significant material and/or labor to the project, Highland Contractors reserves the right to amend this proposal/agreement to account for the additional cost, subject to Customer/Owner agreement.

SCHEDULING

- Although Highland endeavors to schedule projects to be completed in a timely manner, delays may occur due to material availability, weather, and other circumstances beyond our control.

PAYMENT

- Carpentry, Fencing, and any other trade not specified: Unless an alternate payment arrangement has been agreed upon, 1/3 of the balance is due upon contract signing, 1/3 of the balance is due on the start day and the remaining balance is due upon job completion. **There is 3.5% to 5% processing fee for payments made by credit or debit. This fee varies by which payment company and type of card used.**
- Gutters, Windows, and Doors: Unless an alternate payment arrangement has been agreed upon, 1/2 of the balance is due upon contract signing, the remaining balance is due upon job completion. **There is 3.5% to 5% processing fee for payments made by credit or debit. This fee varies by which payment company and type of card used.**
- Roofing: Unless an alternate payment arrangement has been agreed upon, 1/2 of the balance is due at the start day and the remaining balance is due upon job completion. **There is 3.5% to 5% processing fee for payments made by credit or debit. This fee varies by which payment company and type of card used.**

Contractors is not responsible for condensation issues, unless, we have installed the adequate level of insulation.

- TPO, EPDM, PVC roof membranes
- GAF roof coating
- siding
- windows
- skylights

5 year workmanship warranty applies to the following:

- new gutter installation
- re-roof over 1 layer of shingles

3 year workmanship warranty on any interior remodeling

- Kitchens
- Bathrooms
- Drywall

1 Year workmanship warranty applies to:

- repair work
- insulation
- decks
- doors
- specialty carpentry
- fencing**

Material warranties vary by manufacturer, and are available upon request. Before modifying any products, consult the manufacturer warranty for any modification information. Warranty shall not be available to the Customer/Owner unless the entire amount of the contract, together with any extras, shall have been paid or financed in full. Additional extended manufacturer's materials/labor warranties are available, upon request.

***Warranties for Commercial Flat Roofing installations are contingent on an approved preventative maintenance schedule. The Preventative Maintenance Program will ensure the longevity of the installation. Failure to properly maintain the flat roof will void warranties with Highland.**

****Warranties for Pressure Treated fencing are only honored in the event that the recommended maintenance is done within 6 months, with photographic proof. In the event the homeowner provides proof of paint/stain they will receive a 2 year workmanship warranty instead of 1 year.**

*****Warranties for Commercial New Construction work defaults to the customer's contract agreement.**

MUNICIPAL CODE & PERMITS

- All work must be in compliance with the building and property codes of the local municipality, as well as the State in which the property resides.
- Unless specified in the proposal, the Customer/Owner is responsible for obtaining any and all necessary municipal permits for the project.

CONTRACT ENFORCEMENT COSTS

- Should the Contractor need to commence legal proceedings to enforce this agreement, the Customer/Owner shall be responsible for Contractor's attorney's fees and related costs and expenses.

DAMAGES

- The Contractor shall be liable to the Customer/Owner for only damages arising directly from performance of its work and shall not be liable for consequential damages.
- In the case of Roofing/Siding - Any damages done to the side walls (such as stucco or cedar shake siding) are an additional cost to be addressed as a change order or an estimate. The homeowner is responsible for removing their personal items from the interior walls prior to the start of the project. Highland Contractors is not responsible for damages made to landscaping during the project.
- In the case where the homeowner requests that the dumpster or materials are to be placed on the lawn or a sensitive area, it is the homeowner's responsibility for any damages.
- In the case where a homeowner is concerned about placing the dumpster in the driveway, it is the homeowner's responsibility to speak with the sales person or production about their concerns and to make sure there is written documentation for both parties.

PROPERTY OWNERSHIP

- The Customer warrants that he/she is the true owner of the Real Property or, in the case of commercial accounts, he/she is authorized to represent the Customer listed in this proposal for the purposes of establishing and executing any agreement with Highland Contractors.

Fiddler Roofing, Inc.
 John Petrozzi II, President
 2335 Niagara Falls Blvd.
 Niagara Falls, NY 14304
 (716) 284-1322

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PROPOSAL 34268

Other Phone: _____
 Fax: _____
 Phone: 909-1408

APPROXIMATE STARTING DATE 4-5 week 7
(Weather Permitting)

APPROXIMATE COMPLETION DATE _____

THE CONTRACTOR AND OWNER HAVE DETERMINED THAT A
 DEFINITE COMPLETION DATE: IS OF THE ESSENCE IS NOT OF THE ESSENCE

Submitted To Owner: David Fisher
6570 Campbell Blvd
Pendleton 14094

Job Location: _____

We hereby submit specifications for:

5538 GUTTER.23

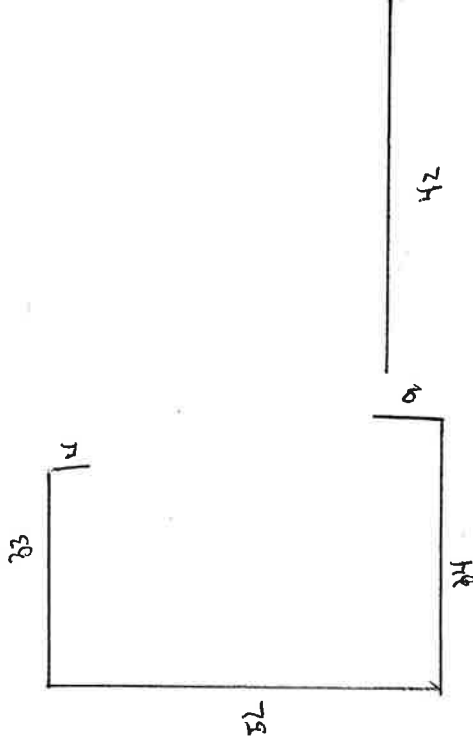
INSTALL ALUMINUM SEAMLESS GUTTERS & DOWN SPOUTS

Scope of work to include areas: South end section east center section

1. Remove existing gutters and down spouts and properly dispose of.
2. Install new aluminum gutters as per the drawing below.
3. Furnish and install new 5" prefinished aluminum type K gutters and conductors.
4. Supply all required ells, hangers, miters, and other accessories necessary to insure proper anchorage and drainage.
5. Gutters to be continuous one piece, a minimum 0.032" gauge aluminum.

Gutters (ft): <u>174</u>	Downspouts (ft):	Color: <u>Brown</u>
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TOTAL \$ 2365.00
 Tax 201.02
TOTAL \$ 2566.20



Power Location

We Propose hereby to furnish material and labor -- complete in accordance with these specifications, for the sum of: _____ dollars (\$ _____).

Payment Schedule:

Payment to be made on completion, unless otherwise stated above. A fee of \$35 will be added for all returned checks. A service charge of 1 1/2% per month will be charged if not paid within 10 days. This rate is an annual percentage rate of 18%. If this contract is placed for collection, the purchaser agrees to pay all expenses of collection including attorney fees.

All advanced funds will be deposited in an escrow account at Bank Of America, 1263 Military Road, Niagara Falls, NY 14304
 All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Authorized Signature _____

Acceptance of Proposal - I have read both sides of this document and accept the prices, specifications and conditions stated. I understand that upon signing, this proposal becomes a binding contract. You are authorized to do the work as specified. Payment will be made as outlined above.

John Petrozzi 3rd / James Fichtinger

NOTICE: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See notice of cancellation on the back for an explanation of this right.