

Date of Issuance: 07/02/2024	Effective Date: 09/14/2023
Owner: Town of Pendelton	Owner's Contract No.: #219091-21-049G
Contractor: Sicoli Construction Services, Inc.	Contractor's Project No.:
Engineer: Nussbaumer & Clarke, Inc	Engineer's Project No.: 22J1-0123
Project: Town of Pendelton Community Center	Contract Name: General Construction Contract

The Contract is modified as follows upon execution of this Change Order:

Add Snow Guards to the Roof of the Community Center

Description:

*Change Request #29-R1 - Snow Guards on Building Roof*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>1,749,700.00</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>GC-1</u> to No. <u>GC-18</u> :  \$ <u>136,820.67</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ <u>1,886,520.67</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Increase of this Change Order:  \$ <u>20,009.19</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>1,906,529.86</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Construction Services Manager,</u> <u>Nussbaumer &amp; Clarke, Inc.</u>	Title: _____	Title: <u>Vice President</u>
Date: <u>07/02/2024</u>	Date: _____	Date: <u>7/8/2024</u>





## Change Request Breakdown

Date : 5/16/2024

Job #198 - Town of Pendleton Community Center

CR #29-R1 - Snow Guards of Roof

<b>Sicoli Construction</b>				
<u>SCS Job Foreman</u>	12	Hour(s) @	\$130/hr	\$1,560.00
<u>SCS Carpenter</u>	0	Hour(s) @	\$100/hr	\$0.00
<u>Snow Guard Material</u>				\$5,462.56
<b>Subcontractor(s)</b>				
<u>Blue Ox Roofing</u>				
Subtotal =				\$0.00
O&P =				\$0.00
Subcontractor Total =				\$11,365.00
Subtotal =				\$0.00
O&P =				\$0.00
Subcontractor Total =				\$0.00
Subcontractor Grand Total =				\$11,365.00
SCS Grand Total =				\$7,022.56
SCS O&P =	15% on SCS Direct			\$1,053.38
	5% on Subcontractor			\$568.25
Total of CR #29-R1				\$20,009.19
Contract Time Increase				(5) Calendar Days

# Sales Quote **QT002926**

May 10, 2024

Page 1 / 3



**Bill-to Customer No. CUST31812**

**Ship-to Address**

Sicoli Construction Services, Inc. Christopher Sicoli 4800 Hyde Park BLVD Niagara Falls, NY 14305 USA	Sicoli Construction Services, Inc. Christopher Sicoli 4800 Hyde Park BLVD Niagara Falls, NY 14305 USA
-------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------

SnoBlox-Snojax  
 671 Willow St  
 Lemoyne, PA 17043

800-766-5291  
 support@snojax.com

**Salesperson**

Derek Gamble

**Payment Terms**

Credit Card or PayPal

**Shipment Method**

Freight - LTL Carrier

**Your Reference**

Town of  
 Pendleton Comm  
 Ctr. UPDATE

NO.	DESCRIPTION	QTY	UOM	PRICE	DIS.	TOTAL
CLR-BR-12FT	ColorBar Aluminum Bar (12 Inft)	144	Linear Ft	23.25		3,348.00
	Seam Spacing - 16" / Bar Count - 12					
B-CLMP-SS-SNOBR	SnoBar Stainless Steel Clamp	108	Each	0.00		0.00
B-SPLICE-ALMN	Bare Splice Connector Aluminum For ColorBar	14	Each	0.00		0.00
SET-SCR-SS	Stainless Steel Set Screw	220	Each	0.00		0.00
B-TEK-SCR-PLT	Bare Plated Tek Screws 1/4-14x3/4 Self Drill No Washer	460	Each	0.00		0.00
ALLEN-3/16	Allen Bit 3/16"	1	Each	0.00		0.00
ICE-STPR-MD	Ice Stopper / Wind Stopper Medium Aluminum	108	Each	6.75		729.00
	Verify Seam Height					
PWDR-SETUP	Powder Coat Set Up Charge	1	Each	100.00		100.00
	Color - TBD (Deep Black?)					
PWDR-SURCHARGE	Powder Coating Surcharge - TBD	1	Each	0.00		0.00
CRATE/PACK	Crate/Packaging Charge	1	Each	260.00		260.00

Sales Quote QT002926

May 10, 2024

Page 2 / 3

This will be a freight shipment. Wood Crates are 12' in length. Accessories will be inside the

crate or on a separate pallet.

<b>SHIP</b>	Shipping	1	Each	1,025.56	1,025.56
-----					

1) Due to the volatile nature of the pricing of raw goods, this price quote expires

7 days after the date above.

2) Customer must verify linear footage amounts, taking waste into account. Manufacturer is not

responsible for product quantity accuracy. Consulting with an architect or engineer is recommended

for proper snow retention placement prior to order placement.

3) Customer is responsible to test fit sample clamps, brackets, and/or IceStoppers, which can be

purchased off of our website, for proper fitment prior to order placement.

4) IceStoppers are highly recommended over pedestrian areas.

5) 2 rows on all roof areas are required for warranty coverage (See markup)

6) No Layout was provided for this quote. DO NOT SKIP SEAMS!

7) Custom colors may be subject to surcharge and may affect lead times. A color sample may be

required prior to order placement.

8) Lifetime Performance Warranty applies subject to installation according to manufacturer spec.

Sales Quote QT002926

May 10, 2024

Page 3 / 3

	9) TOTAL PRICE INCLUDES ALL COMPONENTS TO INSTALL THIS SYSTEM.
	10) *A 3% processing fee will be charged for all orders of \$5000 or more paid for with credit card.
	Orders can also be paid for via check in advance or bank wire transfer.
	11) Enhanced Crate Tracking Included with this shipment.
	12) Typical lead time is 3-4 weeks.

Subtotal	5,462.56
Tax	0.00
Discount	0.00
<b>Total USD</b>	<b>5,462.56</b>
If mailing in a Check In Advance please make check payable to: <b>IceBlox, Inc</b>	

**Terms and Conditions** - Returned orders are subject to a 25% restock fee, plus shipping. No returns after 30 days. - All returns must obtain an RMA number prior to sending any products back. All returns must be new and unused. - All snow bar & rail system sales are final, no returns. - All powder coated products sales are final, no returns. - All price quotes are subject to change without notice. - A monthly service charge of 1.5% is added to all overdue invoices. - Iceblox, Inc. requires purchaser to obtain a free manufacturer spacing layout, specific to the job, prior to ordering or installation to validate the snow guard warranty. - There is no warranty expressed or implied on adhesives, sealants or screws sold or Recommended. - Recommendations for proper use of the product are based on tests believed to be reliable. Any goods proven to be defective due to materials will be replaced, or purchase price refunded, but in no event shall the manufacturer be responsible for damages more than the purchase price. User shall determine the suitability of the product for its intended use and assumes all risks of its use or handling. - SnoBlox-Snojax is not responsible for errors in calculating project price & quantities. - Optional "Ice Stoppers" are always recommended to prevent snow from sliding underneath the bar. Ice Stoppers are highly recommended over pedestrian areas - There is no warranty on the SnoBar if a project specific layout is not obtained and followed. If no design/layout was done on this project; Designer/Architect, Installer or Owner release IceBlox Inc d.b.a. SnoBlox from being liable if failure should occur which could potentially cause bodily harm, product failure, structure damage, etc. - All loads incurred by the SnoBar will be transferred to the panels. therefore, proper panel attachment to substrate/substructure is necessary to prevent roof panels from sliding under snow load. New & Existing structures must be evaluated to insure they can withstand retained snow loads. (When there is an overhang at the eave edge, it is imperative to make sure the overhang can hold the accumulated loading, otherwise, the first row should occur at the load bearing wall.) - It is not recommended placing the SnoBar in isolated areas such as doorways, vents & partial roof areas. - Roof system must be a minimum of 24 gauge steel and have a seam height of at least 1". Clamps should be placed on every seam so the snow load is distributed evenly to every roof panel. It is not recommended to use a clamp type system when the roof panels uses a separate seam cover or batten. - It is the sole responsibility of the Designer/Architect, Installer, or Owner to assess the suitability of using the SnoBar based on the above design considerations. IceBlox Inc. d.b.a. SnoBlox is under no liability if failure occurs from improper installation, improper set screw torque, improper panel attachment, improper roof system installation, improper use of the SnoBar system or under design of the SnoBar system. - **All products are made in the USA**

DATE: 05/17/24



2139 LOCKPORT RD  
NIAGARA FALLS, NY 14304



PH : (716) 731-6671  
FAX: (716) 719-2117

JOB #: 23-127A

## PROPOSAL

**SUBMITTED TO:**

Sicoli Construction  
4800 Hyde Park Blvd.  
Niagara Falls NY 14305

**PHONE:**

(716) 622-4373

**JOB NAME:**

Snow Guard Insall

**JOB LOCATION:**

Pendleton Community Center - Revised  
drawing. Approx. 142' of snow guards.

Hi Chris,

Thank you for the opportunity to quote on the installation of the snow guards on this project. We are pleased to quote as follows:

- 1) All materials for the snow guards to be supplied by Sicoli. No costs for snow guards are included in this proposal.
- 2) Blue Ox will supply necessary tools, labor and lift rental.
- 3) Install snow guard system, as specified on revised drawing.
- 4) Access to the work area will be via a lift that will be left on site overnight.
- 5) All work to be done at prevailing wage rates.

**Price:** \$11,365.00

**Breakdown:**

**Equipment / Misc Materials:** \$2,625.00

**Labor:** \$8,740.00 (76 hrs @\$115 / hr)

Prices valid for 15 days or as noted above. We will offer a 2% discount if paid by check or cash equivalent transfer (e.g. ACH) in seven (7) days or less.

**WE ARE FULLY INSURED. DON'T TAKE CHANCES - ASK YOUR CONTRACTOR FOR INSURANCE CERTIFICATES.**

**HOLD HARMLESS CLAUSE:** The Owner/Subcontractor agrees to save harmless Blue Ox from any claim that made be made against Blue Ox or any lawsuit that may be prosecuted against Blue Ox arising out of the negligence of the Owner/Subcontractor or arising out of any other matter involving the Owner/Contractor and any third party. The Owner/Contractor in such case where a claim is prosecuted or made will defend Blue Ox in court if necessary, reimbursing the Blue Ox for any cost of defense or any loss they may incur. All of the above shall not apply in the event Blue Ox is directly responsible for any injury or loss to the Owner/Contractor or third parties doing business with the owner / subcontractor.

**PAYMENT TO BE MADE AS FOLLOWS:** Material upon arrival, monthly progress, and final invoice when complete. There will be a 2 percent (24 percent annual) interest charge on past due accounts. Customer has 3 days to cancel contracts. All invoices net 15. No payment discounts apply when paying by credit or debit card.

**ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED.** All work to be completed in a workman like manner according to standard practices. Any alternation 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. Owner to carry fire, tornado and wind damage or other Acts of God. Our workers are fully covered by Workmen's Compensation Insurance.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions, including all provisions contained in the included "Notice to Owner" are satisfactory and are hereby accepted. You are authorized to do the work as spieficied. Payment will be made as outlined above.

CLIENT SIGNATURE

NOTE: This proposal may be withdrawn by us if not accepted within ten (10) days.

DATE

Dustin Schnell, President

AUTHORIZED SIGNATURE



2139 LOCKPORT RD  
NIAGARA FALLS, NY 14304



**BLUE OX**  
ROOFING



PH : (716) 731-6671  
Fax: (716) 719-2117

#### Notice to Owner

**Right to Stop Work:**

If any payment under this agreement is not made when due, the contractor may suspend work on the job until such time as all payments due have been made.

**Notice of Lien:**

The contractor or subcontractor who performs on the contract and is not paid may have a claim against the owner which may be enforced against the property in accordance with the applicable Lien laws.

**Cancellation:**

The owner has an unconditional right to cancel the contract, without penalty or obligation, until midnight of the third business day after they sign the contract. Cancellation must be done by giving the contractor a written notice indicating the owner's intention not to be bound. Notice of cancellation shall be deemed given when received in writing via email, fax, or via the date it's postmarked. Upon cancellation, any property, traded in, any payments made under this contract and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by the contractor of a cancellation notice. Any security interest arising out of this transaction will be canceled.



