

**PCCO #054**

Hueber-Breuer Construction Co, Inc.
 148 Berwyn Ave.
 Syracuse, New York 13210
 Phone: (315) 476-7917
 Fax: (315) 476-7990

Project: 16-474 USL - 505 Walnut Ave (USL)
 505 Walnut Avenue
 Syracuse, New York 13210

Prime Contract Change Order #054: PCCO#54 - Fire Shutter

| | | | |
|-------------------------|-------------------------------------------------------------------------------------------------------|----------------------|---------------------------------------------------------------------------------------------------------|
| TO: | Southside Genesee Associates, LLC 3 East Stow Road, Suite 260 Marlton , New Jersey 08053 | FROM: | Hueber-Breuer Construction Co., Inc. 148 Berwyn Avenue, PO Box 515 Syracuse New York 13205 |
| DATE: | 3/ 01 /2018 | CREATED BY: | Lisa Weaver (Hueber-Breuer Construction Co., Inc.) |
| SCHEDULE IMPACT: | | EXECUTED: | No |
| CONTRACT FOR: | 1:505 Walnut Ave (USL) Prime Contract | TOTAL AMOUNT: | \$ 36,160.97 |

DESCRIPTION:
CE #080 - Fire Shutter

Fire shutter added due to City of Syracuse code review.

35,279.00 Mullen Industrial
 881.97 HB Fee
 36,160.97 Change Order Amount

ATTACHMENTS:
[PCCO54 Backup.pdf](#)

| | |
|-------------------------------------------------------------------------|------------------|
| The original (Contract Sum) | \$ 34,846,056.00 |
| Net change by previously authorized Change Orders | \$ 367,935.64 |
| The contract sum prior to this Change Order was | \$ 35,213,991.64 |
| The contract sum would be changed by this Change Order in the amount of | \$ 36,160.97 |
| The new contract sum including this Change Order will be | \$ 35,250,152.61 |
| The contract time will by this Change Order by | |

David McHenry, Erdy McHenry
Architecture, LLC

Southside Genesee Associates, LLC
 3 East Stow Road, Suite 260
 Marlton New Jersey 08053

Hueber-Breuer Construction Co., Inc.
 148 Berwyn Avenue, PO Box 515
 Syracuse New York 13205

DocuSigned by:

 4/13/2018
 SIGNATURE

DocuSigned by:

 3/30/2018
 4ACCCC916448441...
 SIGNATURE

DocuSigned by:

 3/1/2018
 7B0F7A10A4C4...
 SIGNATURE



6245 Fly Road - P.O. Box 246 • East Syracuse, NY 13057 • Phone 315-437-3386 • Toll Free 800-836-0485 • Fax 315-437-6044

Derek Heath
Hueber-Breuer Construction Co. Inc.
148 Berwyn Avenue
Syracuse, NY 13205-0515
315-476-7917
315-476-7990 (Fax)

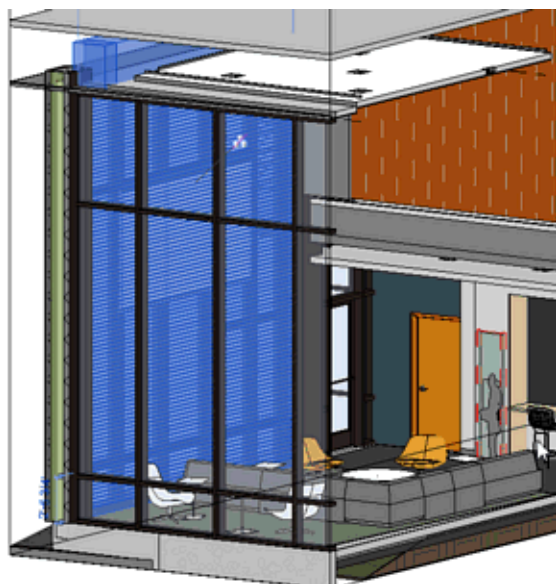
Monday, January 22, 2018

Reference Job:
Quote# 68696-JK R8
USL Walnut
North Curtain Wall - Fire Door

| <u>Product Description</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Extended Price</u> |
|----------------------------------------|------------|-------------------|-----------------------|
| North Curtain Wall - Coiling Fire Door | 1 | \$35,279.00 | \$35,279.00 |

Cookson Model ERD10 Fire Rated Coiling Door

- Size: 20' wide x 23' high
- Motor Operated: AlarmGard Fire FS-154EP, 460-3-60 - Set to tie into the Building Alarm System
- 2-5/8" Flat Slat, 22 Ga. Galvanized Steel
- Finish: Powder Coat - RAL color chart
- Full Perimeter Seals w/ Lintel Seal
- UL & cUL Smokeshield Label - 3hr



- **Estimated Lead Time:** 4 Weeks to ship ARO & Approvals, allow additional week for delivery time.

| | |
|----------------------|--------------------|
| Freight and Handling | Included |
| Installation | Included |
| *Tax | Add |
| Total | \$35,279.00 |

*Tax Exempt: Must have valid tax exemption certificate



Monday, January 22, 2018
Reference Job:
Quote# 68696-JK R8
USL Walnut
North Curtain Wall - Fire Door

6245 Fly Road - P.O. Box 246 • East Syracuse, NY 13057 • Phone 315-437-3386 • Toll Free 800-836-0485 • Fax 315-437-6044

Quote Prepared For:

Derek Heath
 Hueber-Breuer Construction Co. Inc.
 148 Berwyn Avenue
 Syracuse, NY 13205-0515
 315-476-7917
 315-476-7990 (Fax)
 dheath@hueber-breuer.com

Please Direct Purchase Order To:

Jeffrey King
 Mullen Industrial Handling Corporation
 PO Box 246
 6245 Fly Road
 E. Syracuse, NY 13057
 315-437-3386 x107 (direct phone)
 315-374-9132 (cellular phone)
 315-437-6044 (fax)
 Jeff.king@mullenindustrial.com

Monday, January 22, 2018

Reference Job:

Quote# 68696-JK R8

USL Walnut

North Curtain Wall - Fire Door

- Tax Exempt: Must have valid tax exemption certificate

INSTALL REMARKS:

1. Mullen to install new doors & operators as per manufacturer's specifications.
2. Electrical install for power and controls for the operators by others. Mullen to assist in final hook-up and adjustments.
3. Mullen to supply our own support equipment to perform our portion of the installation work.
4. Prices are based on installation of equipment during normal business hours and normal business week (M-F). Door openings cannot be used during the install.
5. Job based on new construction door jambs.
6. Track/Guides, Door Frame & Operator Structural Supports to be supplied by customer as per manufacturer's specifications.
7. Off-loading of Equipment at the time of delivery is the responsibility of Mullen unless otherwise specified.
8. Job is based on using regular wage labor.
9. Pricing does not include Payment and Performance Bond (if required).

Unless otherwise specified in writing:

1. Prices are F.O.B. manufacturer's point of shipment and are firm for 30 days on quantities shown.
2. PURCHASER IS RESPONSIBLE FOR UNLOADING and for any and all sales and use taxes not specified above.
3. ALL TERMS AND CONDITIONS ATTACHED, INCLUDING LIMITATIONS ON LIABILITY AND DISCLAIMERS OF WARRANTY APPLY.

Both parties have read, understand and agree to the prices, terms and conditions herein and attached. Acceptance is limited to said terms and conditions and seller objects to any additional or different terms or conditions which may be contained in any communication to seller from buyer.

Accepted By: _____

Title: _____

P.O. #: _____

Date: _____



Monday, January 22, 2018

Reference Job:

Quote# 68696-JK R8

USL Walnut

North Curtain Wall - Fire Door

6245 Fly Road - P.O. Box 246 • East Syracuse, NY 13057 • Phone 315-437-3386 • Toll Free 800-836-0485 • Fax 315-437-6044

Standard Terms & Conditions

1. PRICES quoted are F.O.B. manufacturer's point of shipment, are firm for 30 days from the date of the quotation and are subject to the addition of state and local tax. This pricing DOES NOT include SALES TAX or CAPITAL IMPROVEMENT TAX unless otherwise stated, the customer is responsible for paying Capital Improvement Tax cost if customer doesn't disclose intent to use this tax ruling. All bonds or permits shall be purchaser's responsibility. This quotation is void if not accepted by purchaser within 30 days from its date.

In the event that a purchaser orders a lesser quantity than shown on this quotation, seller may increase price to take this into account. If purchaser does not take delivery within 150 days, seller shall have the right to increase prices on account of cost increases. In either event, seller must give purchaser reasonable notice of proposed price increases and purchaser shall have the right to cancel this agreement without penalty within 15 days after receipt of such notice.

2. DELIVERY dates specified, if any, are estimates and seller shall in no event be held liable for delays occasioned by labor disputes, material shortages, fires, floods, delays in transportation, or any event or circumstances beyond its exclusive control.

3. PAYMENTS: Net invoices will be paid within 30 days after the date of invoice or 30 days after date of delivery of goods conforming to this order, whichever occurs last.

4. UNLOADING is the responsibility of the purchaser.

5. WARRANTIES in all cases in which a manufacturer extends to seller a warranty for finished goods covered by this document, that warranty and all associated limitations of liability shall control purchasers rights. Seller disclaims any other express warranties, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

6. LIMITATION OF LIABILITY: NEITHER ANY MANUFACTURER WHOSE PRODUCTS ARE THE SUBJECT OF THIS TRANSACTION NOR MULLEN INDUSTRIAL HANDLING CORP. SHALL IN ANY EVENT BE LIABLE FOR ANY LOSS OF THE USE OF ANY EQUIPMENT OR INCIDENTAL OR CONSEQUENTIAL DAMAGE OF ANY KIND WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

7. SPECIFICATION: The application of a manufacturer's specifications to a particular job is the responsibility of the purchaser.

8. CANCELLATION CHARGES: If purchaser cancels this agreement before accepting the merchandise for any reason other than a timely objection to a price increase, the following cancellation charges expressed in a percent of the purchase price will be paid by the purchaser and constitute liquidated damages.

A) Standard equipment cancelled

- before shipment - 20%

- after shipment but before installation - 50% plus cost of shipment and return

B) Special equipment cancelled

- before manufacturing - 20%

- during manufacturing - 70%

- after shipment - no return allowed

Standard equipment means any equipment described on current price list as available without modifications, options, or changes whether at additional cost or not excepting rail car ramps which are considered special equipment being manufactured to the purchaser's center line dimensions. All other equipment is special equipment.