

Date of Issuance: 09/26/2024	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:

East Side Egress Concrete Pads

Description:

Change Request #52 - Carport & Entrances Concrete Slabs

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-22</u> : \$ <u>190,048.59</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>1,940,188.59</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: \$6,350.37 – will be used out of Contractor Allowance \$10,634.89 – Will be added to the contract Value \$ 16,985.26 is the total Change Order Value	[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>1,950,823.48</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 & Clarke, Inc.</u>	Title: _____	Title: <u>Vice President</u>
Date: <u>09/26/2024</u>	Date: _____	Date: <u>9/26/2024</u>



Change Request Breakdown

Date : 9/26/2024

Job #198 - Town of Pendleton Community Center

CR #52 - Carport & Entrance Concrete Slabs

Sicoli Construction				
<u>SCS Job Foreman</u>	16	Hour(s) @	\$130/hr	\$2,080.00
<u>SCS Carpenter</u>	0	Hour(s) @	\$100/hr	\$0.00
Subcontractor(s)				
<u>Thomann Asphalt</u>				
Subtotal =				\$0.00
O&P =				\$0.00
Subcontractor Total =				\$5,378.34
<u>Brigham Concrete</u>				
Subtotal =				\$0.00
O&P =				\$0.00
Subcontractor Total =				\$8,520.00
Subcontractor Grand Total =				\$13,898.34
SCS Grand Total =				\$2,080.00
SCS O&P =	15% on SCS Direct			\$312.00
	5% on Subcontractor			\$694.92
Total of CR #52				\$16,985.26
Contract Time Increase				(5) Calendar Days



Change Order

No. **24067 v6**

Date **9/26/2024**

Project **Pendleton Community Center**

Address **4800 Hyde Park Blvd**

Niagara Falls, NY 14305

Type **Tax Exempt - Prevailing Wage**

From **Rob Gill**

Thomann Asphalt Paving Corp

For **Ben Sicoli**

Sicoli Construction Services Inc.

4800 Hyde Park Blvd

Niagara Falls, NY 14305

v Prep for Concrete Pad - Car Port AMOUNT

1 LS \$5,378.34

Concrete Subbase - Car Port and Door Pads: Spec 12" cut at car port and 10" cut at door pads. Furnish and install 6" of stone subbase under exterior concrete car port (approx 775 SF) and door pads (175 SF).

- Includes fine grade.

-Excludes all concrete materials, placement, and finishing.

Subtotal	\$5,378.34
Tax Exempt	\$0.00
Total	\$5,378.34

Grand Total	Subtotal	\$5,378.34
	Tax	\$0.00
	Total	\$5,378.34

Standard Provisions And Exclusions

1. This proposal cannot be honored until a signed copy of the proposal is received at our office and may be withdrawn if not accepted within 30 days of the proposal date. This proposal is to become part of any contract awarded to Thomann Asphalt. Please note that all work not specifically described in this proposal is excluded from our scope.
2. Due to the unstable price of oil and asphalt products, Thomann Asphalt reserves the right to revise its price at any time due to fluctuations in asphalt prices up until the time the asphalt is delivered to the job. Price adjustment (per ton) will equal change in asphalt index times percent of asphalt in hot mix. To verify the NYSDOT asphalt index goto: <https://www.dot.ny.gov/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments>
3. Any costs associated with the obtaining of permits, bonds, special fees, and licenses are not included unless specifically addressed in the text of this bid. We are not responsible for any penalties resulting from failure to obtain such paper work. Upon request we will pick up and pay for any of the above and will invoice for our costs.
 - 3.1 Any work performed under this contract on a T&M basis will be inclusive of a minimum charge per piece of machinery and equipment, equal to four (4) hours at our normal hourly rate. Additionally, if work is performed at a time when we are not already on site, the appropriate mobilization charges will be applied.
 - 4.1 Unless noted otherwise, no allowances have been made for unforeseen digging/earthwork conditions such as underground foundations, soft or unstable conditions, unmarked utilities, removal of "un-clean" fill, or rock excavation.
 - 4.2 For jobs that require excavation of more than 6", we will contact "UFPO- Underground Facilities Protective Organization" to mark public underground utility lines. The owner or general contractor is responsible for marking any private lines outside "UFPO's" scope and informing Thomann Asphalt of their presence and marked location.
 - 4.3. No compaction testing in this proposal. For jobs that require a minimum density on asphalt or stone, please note that we cannot guarantee density unless we agree to it explicitly in this proposal.
 - 5.1 It is normal for asphalt products in the first year after installation to scuff or divot. This is inherent to the product. The asphalt is still curing. It is most noticeable on hot days and usually caused by drivers turning the vehicle's power steering while in a stationary position. These marks will generally smooth back out over time.
 - 5.2 Thomann Asphalt cannot guarantee against reflective cracking on resurfaces over existing asphalt or concrete. Products such as petro-mat & petro-tac may reduce or delay its effects but will not eliminate this problem.
 - 5.3 In situations with less than 1% pitch, Thomann Asphalt cannot guarantee that there will not be puddling. Areas that require hand raking require slightly more pitch.
6. Unless specified elsewhere we are not responsible for concrete testing, caulking, cold weather protection, or heated material. No warranty / guarantee on concrete treated with rock salt or other de-icers. No guarantee against cracks, peeling, discoloration or any acts of God.
7. We are not responsible for clearing area of blocking items, i.e. vehicles, garbage bins, etc. At our discretion we will back charge for extra mobilizations and delays caused by blocking items.
8. We are not responsible for damage to property resulting from tracking of wet materials by persons or vehicles.
9. Thomann Asphalt warranties all work for a period of one year from the date of completion. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Thomann is fully covered by General Liability and Workmen's Compensation Insurance.
10. ADA compliance is not guaranteed in this proposal and Thomann Asphalt will not be liable if our work is found to be out of ADA compliance unless the ADA work is requested by our customer and documented in this proposal. If areas are thought to be out of ADA compliance we recommend employing a licensed architect/engineer for a site analysis.
11. Layout is for our work only. Owner/GC to provide TAPC with the design cad file from the engineer/architect inclusive of a minimum of 3 control points tied into the design coordinate system located both in the cad file and at precise onsite locations.
12. Payment must be made within 30 days from date of invoice. At our discretion a late charge of 1.5% / month may be added to the invoice for past due accounts. If it becomes necessary to employ a collection agency, or to initiate legal proceedings in order to enforce this agreement, Thomann Asphalt shall be entitled to recover their costs and attorneys' fees, and shall be added to the contract costs.

Respectfully Submitted,



Rob Gill

Thomann Asphalt Paving Corp.

Accepted by,

Ben Sicoli

Sicoli Construction Services Inc.

From: [Tommy Brigham](#)
To: [Christopher Sicoli](#)
Subject: Re: Pendleton CC - Extra Concrete Pads
Date: Thursday, September 26, 2024 9:11:54 AM
Attachments: [image002.png](#)
[image003.png](#)

Chris -

Price as follows:

(4) 5' x 8'8" x 4" slabs, (1) 21'2 x 32' x 4" slab, including; 4000 psi concrete, heavy wire mesh, broom finish, expansion joint, control joints, sealer.

852 sf @ \$10 / sf = \$8,520

Thanks,

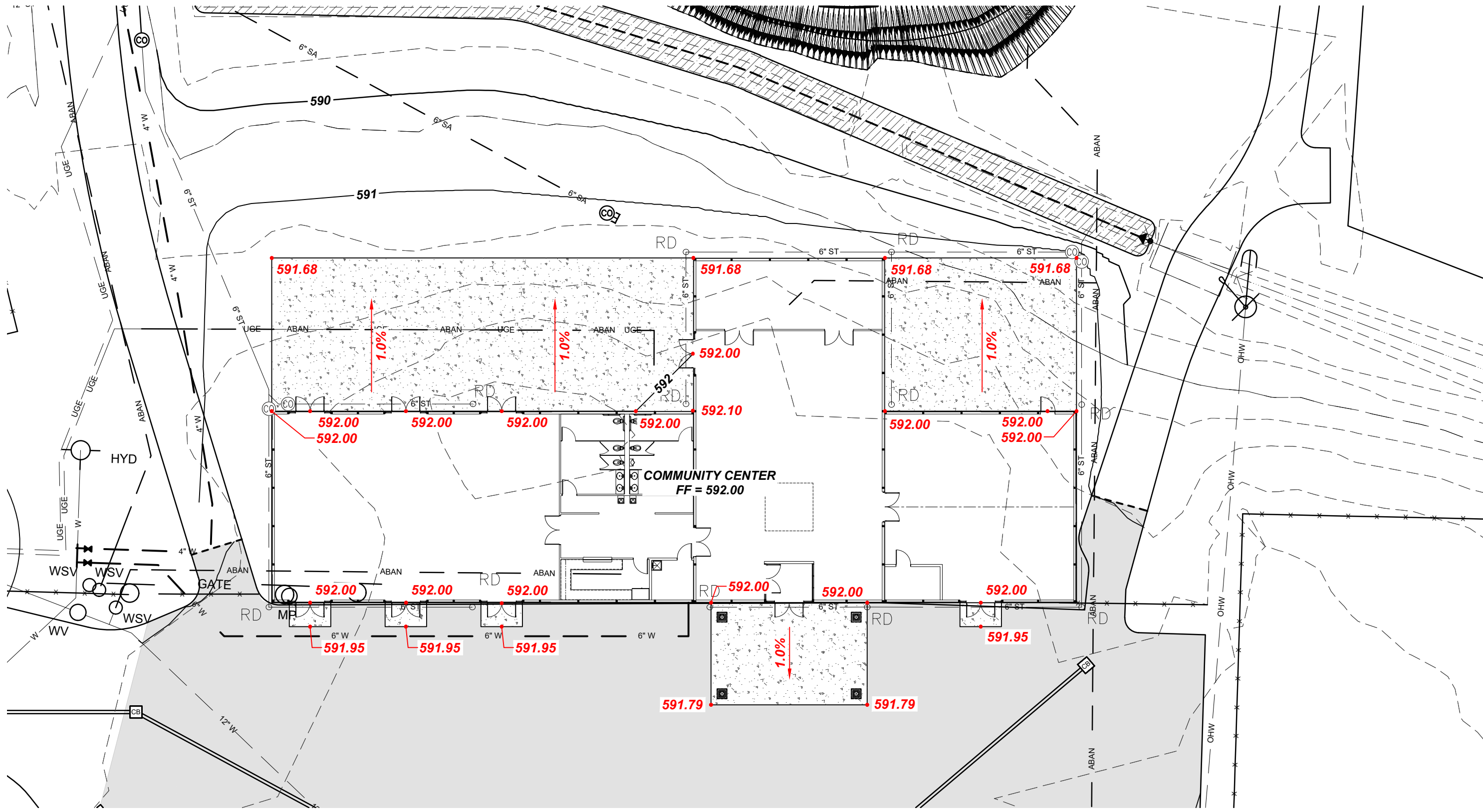
Tom Brigham, Jr.

Ray Brigham Concrete Construction Corporation

PO Box 566, 640 Richfield Street

Lockport, NY 14095

716-433-3615 fax 716-433-7052



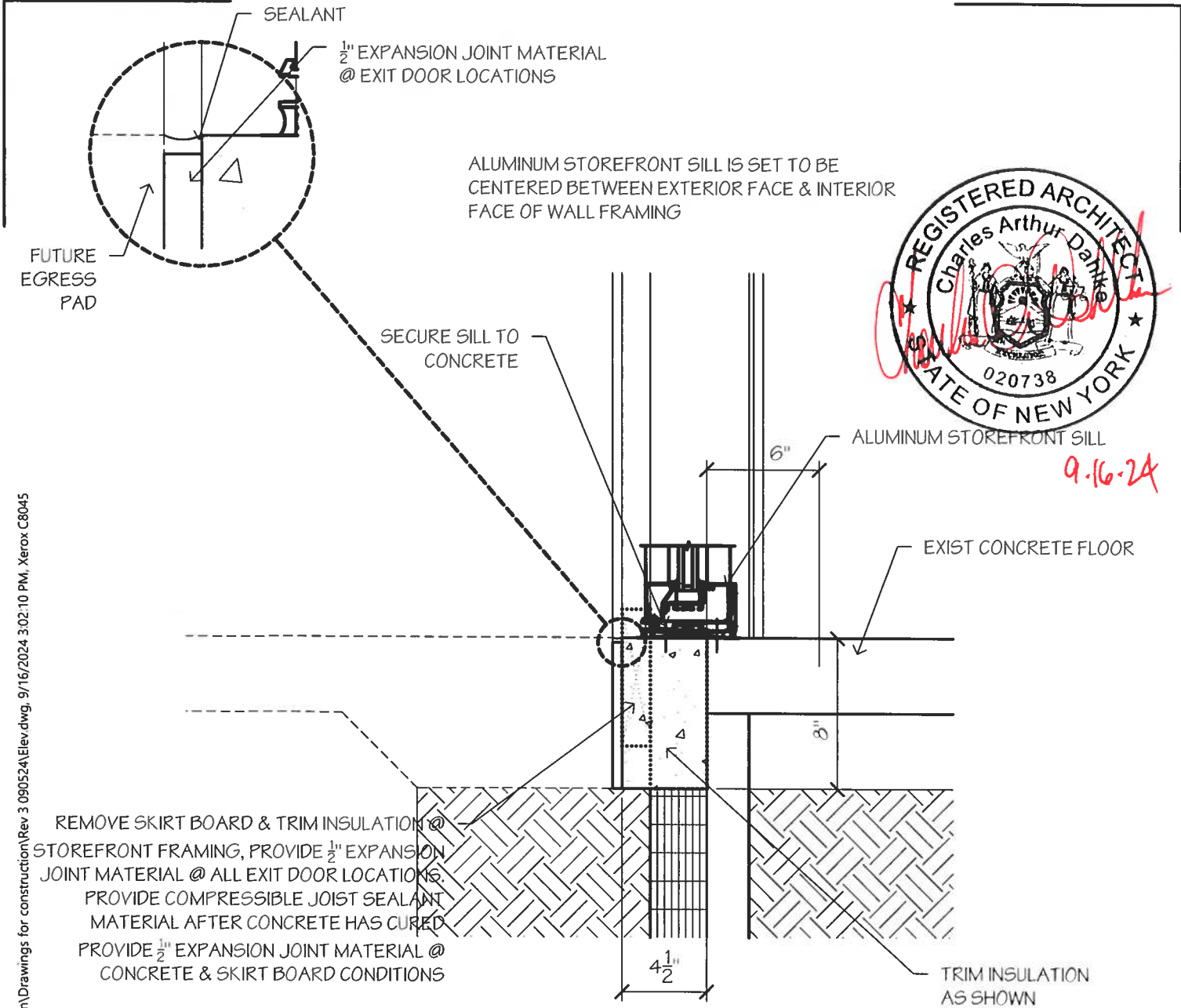
COMMUNITY CENTER IMPROVEMENTS
CONCRETE PATIO PLAN
 6570 CAMPBELL BLVD. LOCKPORT, NY
 TOWN OF PENDLETON
 NIAGARA COUNTY, NEW YORK

EXHIBIT
1

PROJECT NO. 22J1-0123

I:\2022\0123 Pendleton Park Improvements\06B Working Dwg\Community Center Site Development\Discipline\C-Civil\Exhibits\2024-09-18 - Concrete patio elevations\22J1-0123 - Exhibit001.dwg 9/18/2024 CROHRICH

Community Center\Final\Construction Admin\Drawings for construction\Rev 3 090524\Elev.dwg, 9/16/2024 3:02:10 PM, Xerox C8045

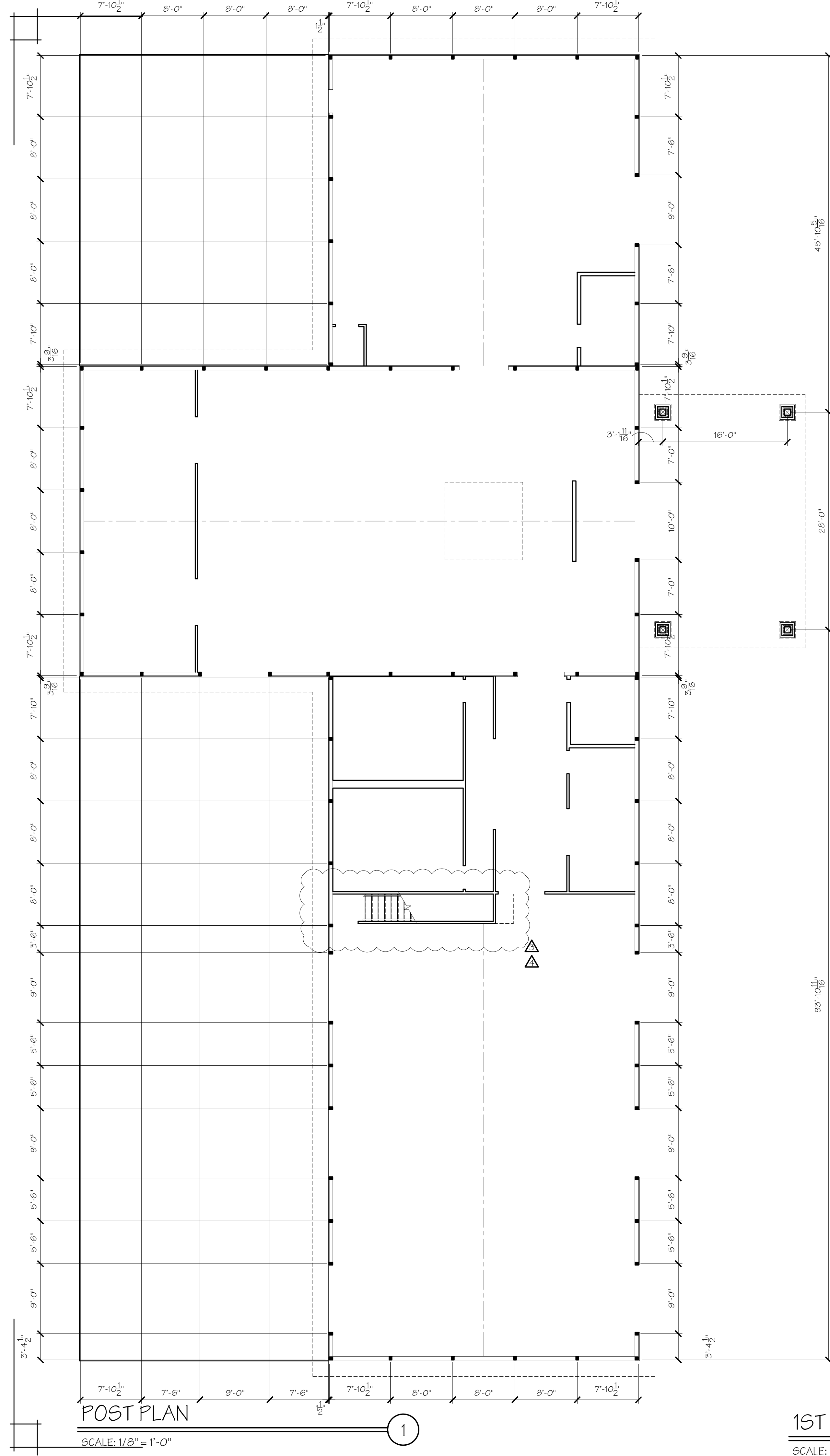


SILL DETAIL

SCALE: 1-1/2" = 1'-0"

1

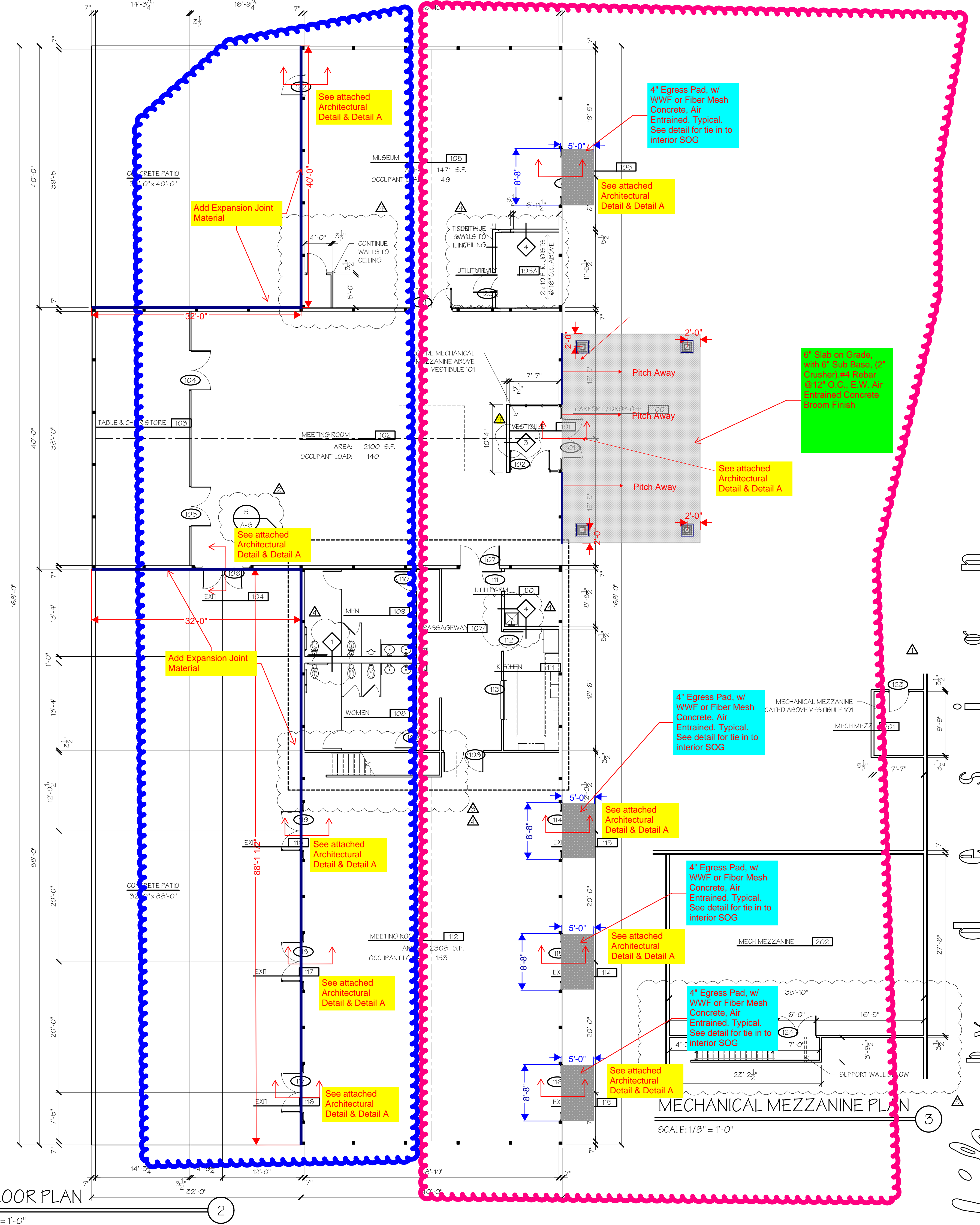
CHARLES A. DAHLKE, REGISTERED ARCHITECT * 6324 ROBINSON ROAD, LOCKPORT, NEW YORK * 716-727-3191 * cadahlke@lbdarchitecture.com		
CLIENT NAME: TOWN OF PENDLETON	ADDRESS: CAMPBELL BLVD PENDLTON, NEW YORK	
PROJECT TITLE: PENDLETON COMMUNITY CENTER STOREFRONT CONNECTION DETAIL		DATE: 9-10-24 REV 1: 9-16-24 PROJECT NO: 21-049
SHEET 1 OF 1		



POST PLAN

SCALE: 1/8" = 1'-0"

1



1ST FLOOR PLAN

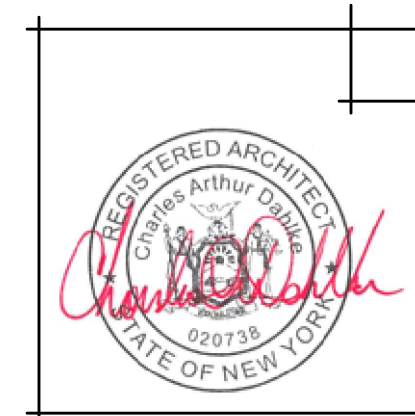
SCALE: 1/8" = 1'-0"

2

MECHANICAL MEZZANINE PLAN

SCALE: 1/8" = 1'-0"

3



Life by Design
architecture
6324 Robinson Road
Lockport, New York
716 - 727 - 3191
cadahlke@lbdarchitecture.com

DESIGNER:
charles a dahlke, r.a.
registered architect

REVISIONS:

REV 1:	ADDENDUM #2	4-4-23
REV 2:	ISSUED FOR CONSTRUCTION	8-28-23
REV 3:	ADDED STAIRS TO MEZZANINE	2-7-24
REV 4:	MISC REVISIONS DURING CONST	3-11-24

DATE: FEBRUARY 14, 2023
SHEET 3 OF 19

designs to build your life on

residential * commercial * church design

PROJECT LOCATION:
CAMPBELL BLVD
PENDLETON, NEW YORK

CLIENT NAME:
TOWN OF PENDLETON

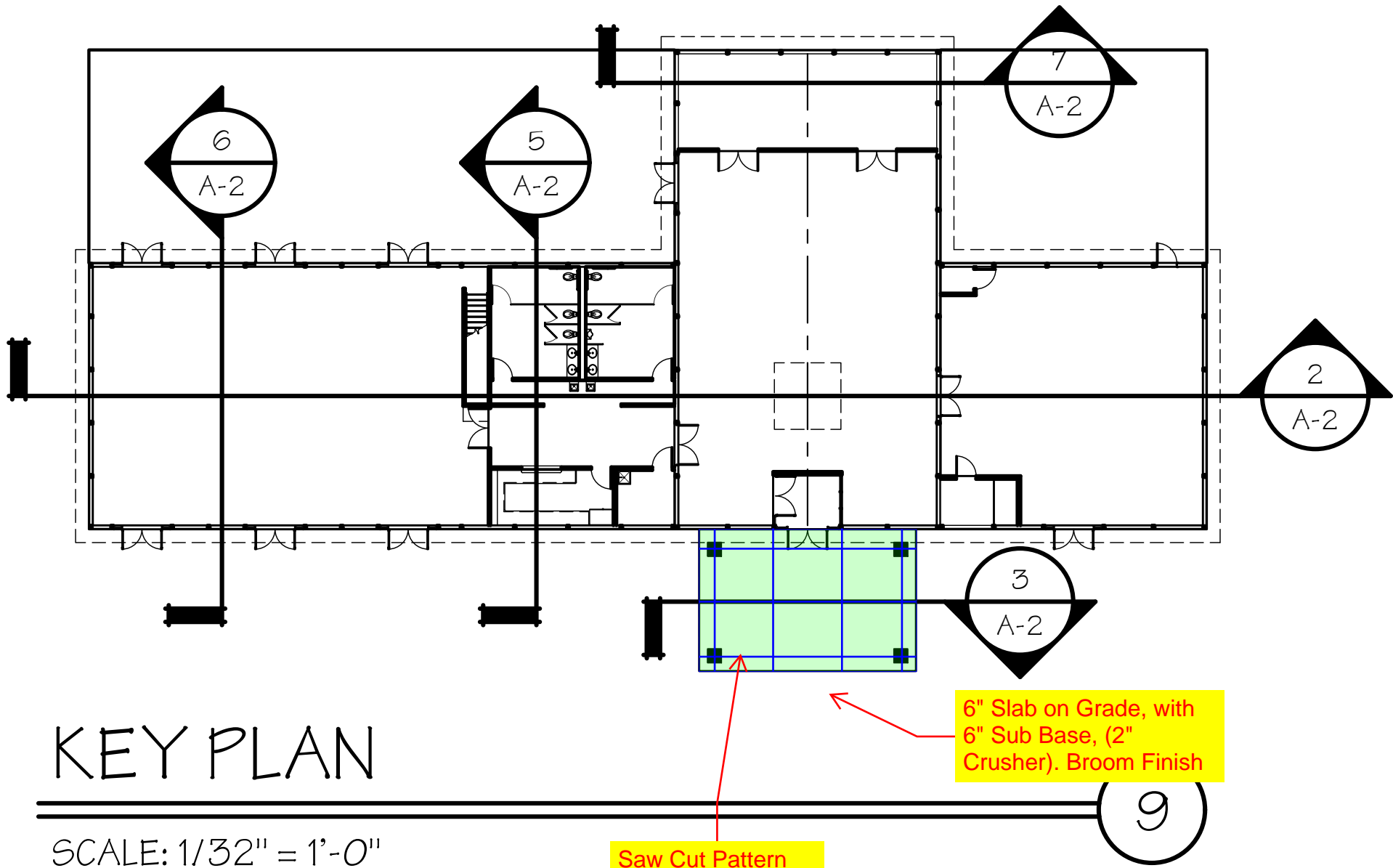
PROJECT TITLE:
PENDLETON COMMUNITY CENTER

CONTENTS ON SHEET:
POST PLAN & FLOOR PLAN

DRAWING NUMBER:
A-2

21-049

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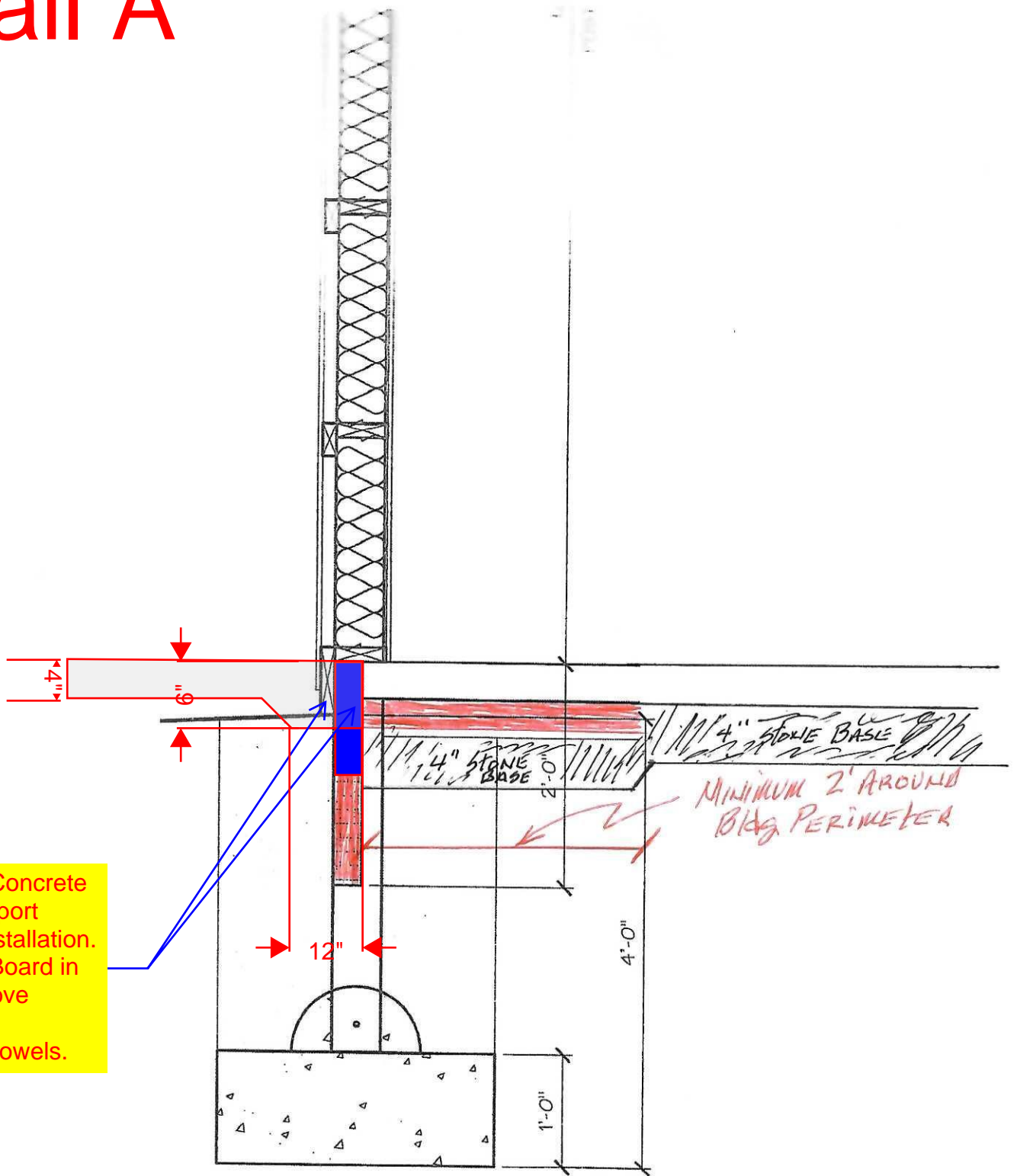
KEY PLAN

SCALE: 1/32" = 1'-0"

Saw Cut Pattern

6" Slab on Grade, with
6" Sub Base, (2"
Crusher). Broom Finish

Detail A

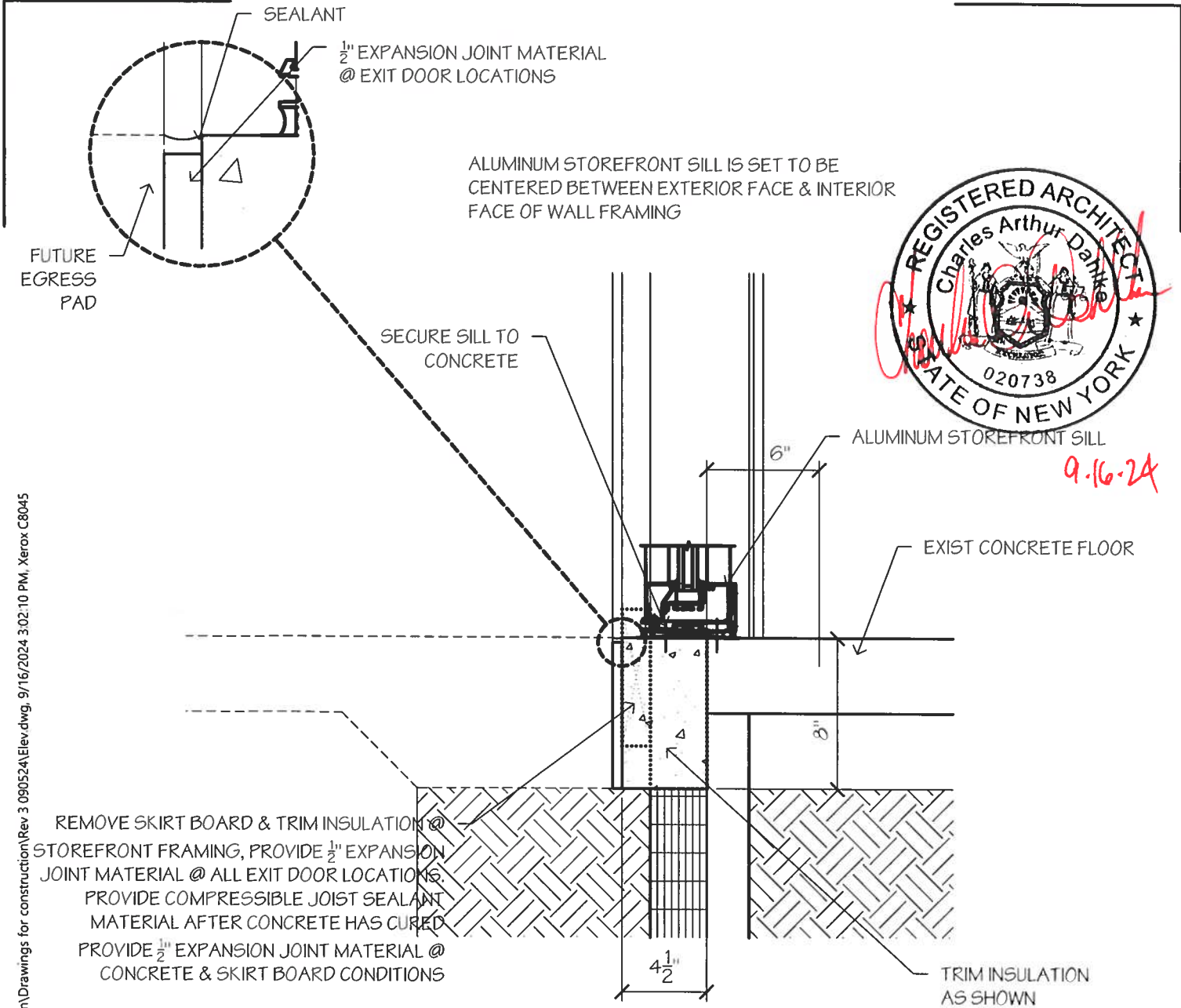


WALL SECTION

SCALE: 3/4" = 1'-0"

2

Community Center\Final\Construction Admin\Drawings for construction\Rev 3 090524\Elev.dwg, 9/16/2024 3:02:10 PM, Xerox C8045



SILL DETAIL

SCALE: 1-1/2" = 1'-0"

1

CHARLES A. DAHLKE, REGISTERED ARCHITECT * 6324 ROBINSON ROAD, LOCKPORT, NEW YORK * 716-727-3191 * cadahlke@lbdarchitecture.com		
CLIENT NAME: TOWN OF PENDLETON	ADDRESS: CAMPBELL BLVD PENDLTON, NEW YORK	
PROJECT TITLE: PENDLETON COMMUNITY CENTER STOREFRONT CONNECTION DETAIL		DATE: 9-10-24 REV 1: 9-16-24 PROJECT NO: 21-049
SHEET 10 OF 1		