

Date of Issuance: 07/08/2024	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:

Exterior Subbase Prep for Patio Concrete Slabs

Description:

Change Request #34 - Subbase for Exterior Concrete Slabs R1

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-19</u> : \$ <u>156,829.86</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>1,906,529.86</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>22,502.39</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>1,929,032.25</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>07/08/2024</u>	Date: _____	Date: <u>7/8/2024</u>



Change Request Breakdown

Date : 5/29/2024

Job #198 - Town of Pendleton Community Center

CR #34 - Subbase for Exterior Concrete Slabs

Sicoli Construction				
<u>SCS Job Foreman</u>	4 Hour(s) @	\$130/hr		\$520.00
<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 =				\$20,861.32
Subtotal =				\$0.00
O&P =				\$0.00
Subcontractor Total =				\$0.00
Subcontractor Grand Total =				\$20,861.32
SCS Grand Total =				\$520.00
SCS O&P =	15% on SCS Direct			\$78.00
	5% on Subcontractor			\$1,043.07
Total of CR #34				\$22,502.39
Contract Time Increase				(5) Calendar Days



Proposal

No.	24067	From	Daniel Schieder
Date	5/17/2024		Thomann Asphalt Paving Corp
Project	Pendleton Community Center	For	Ben Sicoli
Address	4800 Hyde Park Blvd Niagara Falls, NY 14305		Sicoli Construction Services Inc. 4800 Hyde Park Blvd Niagara Falls, NY 14305
Type	Tax Exempt - Prevailing Wage		

	UNIT PRICE	AMOUNT
Prep for Concrete Pads - Building		
4,000 SF	\$5.22	\$20,861.32
Concrete Subbase - Pads: Remove topsoil and proof roll subgrade. Furnish and install minimum 4" stone subbase under (2) exterior concrete pads on north side of building (approx. 4,000 SF).		
- Topsoil to remain onsite in stockpile		
- Includes fine grade.		
- Excludes all concrete materials, placement, and finishing.		
	Total	\$20,861.32

24067

Pendleton Community Center

4,000

SF

subbase for concrete pads at building

	QTY	TTL HRS	RATE	AMOUNT
LABOR				
Operator	2	48	\$99.00	\$4752.00
Laborer	1	4	\$51.00	\$204.00
EQUIPMENT				
Excavator - Medium	1	24	\$96.00	\$2,304.00
Stone Roller - Medium	.5	12	\$55.00	\$660.00
Reversible Plate Compactor	1	8	\$20.00	\$160.00
Skidsteer	1	24	\$53.00	\$1,272.00
Low Boy	1	4	\$110.00	\$440.00
MATERIALS				
2" Crusher Run	1285			\$1,649.88
2" Crusher Run	2845			\$2,511.33
TRUCKING				
2" Crusher Run - Trucking	1			\$768.03
Misc - Trucking	1			\$2,250.00
2" Crusher Run - Trucking	1			\$1,169.04
Submitted by Rob Gill			Sub TOTAL	\$18,140.28
			MU 15%	\$2,721.04
			TOTAL	\$20,861.32

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,

Accepted by,

Thomann Asphalt Paving Corp.

Ben Sicoli

Sicoli Construction Services Inc.



56 Gunnville Road
Lancaster, NY 14086

visit us at: www.thomannasphalt.com

4/11/2023

Sicoli Construction Services Inc.

4800 Hyde Park Blvd

Niagara Falls NY 14305

Fax: 716-205-0541

Phone: 716-205-0540

Attn: Ben Sicoli

Re: Pendleton Community Center

6570 Campbell Blvd

Lockport NY 14094

Cap Imp: NO
Sales Tax: NO
Prev Rate: YES
Bonded: NO

ITEM	UNITS	TYPE	DESCRIPTION	RATE	TOTAL
1	1	LS	Survey and Mobilization for our work only. (Bldg Corner Layout and Site Control Points Need to Be Provided by GC's Licensed Surveyor)		
2	1	LS	Strip Topsoil / Pile Onsite (no trucking figured) (Approx. 15,000sf @ 4") -No balancing of subgrade cut/fill included.		
2.1	1	LS	Earthwork- Cut and remove remaining soil to bring building pad to subgrade. (Approx. 8,000sf @4"). No import and fill included.		
3	1	LS	Excavation/backfill for bldg foundations. Excavate 4' wide trench x 4' deep for 24" or 30" diam pier footers. Use excavated material to backfill. Haul excess offsite.		
4	8,000	SF	Install SOG subbase (4" of -2" cr stone graded to +/-1")		
5	1	LS	Furnish and install vertical styrofoam insulation 2' high vertically installed between foundation piers when backfilling. We are figuring a Type IV r-15 3" rigid insulation board. All other styrofoam excluded. Includes (40) 4'x8' sheets.		
6	1	LS	Respread topsoil (Approx. 7,000sf)		
7	7,000	SF	Fine grade and seed disturbed areas around bldg (Approx. 7,000sf)		



Pendleton Community Center
Nussbaumer & Clarke, Inc.
Project No. 22J1-0123
Owner's Contract No. 21-049E

REQUEST FOR INFORMATION

Contractor's Name: Sicoli Construction Services, Inc.
Address: 4800 Hyde Park Blvd.
City, State, Zip: Niagara Falls, NY 14305
Phone: 716-205-0540
Email: csicoli@sicoliconstruction.com

Contractor's RFI No. 17 Date: 5/15/2024
RFI Title: Subbase for Exterior Concrete Patio Slabs
Job No.: 22J1-0123

PROJECT: Pendleton Community Center
PROJECT No: 21-049E
TO: **Nussbaumer & Clarke, Inc.**
3556 Lake Shore Rd.
Suite 500
Buffalo, NY 14219

ATTN: cfreese@nussclarke.com

QUESTION:

On Drawing A-2 it indicates there are two Concrete Patio Slabs. There are no details or information on what is to be provided for subbase. Please provide information and details on what needs to be provided.

What is the thickness of the Exterior Patio Slabs?

Also, is any sawcutting required on the slab? There is currently no indication on any sawcuts.

The subbase and sawcutting may result in additional costs

ANSWER:

Concrete exterior slab shall be as called out on drawing A-3 (4" concrete with 4" compacted base material with 6x6 WWM (fiber mesh accepted); Finish (broom finish).

**Per Cast in Place Concrete section 03300 - Shop drawing Submittal
Concrete mix design for the exterior concrete has been reviewed (#47).**

Saw Cut Pattern 10'-0" O.C. per wall Details on A-5