

# ***EJ MILITELLO CONCRETE, INC***

***NYSDOT Certified Woman Owned Business Enterprise***

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www.ejmconcrete.com



## **PROPOSAL / CONTRACT**

<b>Project Name:</b>	<b>PENDLETON COMMUNITY CENTER</b>		
<b>Submit to:</b>	David Fischer - Pendleton Highway Super	<b>Bid Date:</b>	11/12/2024
<b>Location:</b>	6570 Campbell Blvd, Pendleton	<b>Schedule:</b>	ASAP
<b>Architect/Plans:</b>	Plans and details provided	<b>MOBS:</b>	1

***We hereby submit estimates for:***

	<u>Total</u>
<b><u>4" Concrete Egress Pads (4 pads each 5' x 8'8")</u></b>	\$4,430.00
4000psi, wire mesh or fibermesh, broom finish Import, place and compact 6" of #2 Crusher Run Base Includes layout, excavation to subgrade, and stock piling excavated material onsite	
<b><u>6" Concrete Slab (22' x 32')</u></b>	\$21,520.00
4000psi, #4 Rebar @ 12" ocev, broom finish, Sawcut as shown Import, place and compact 6" of #2 Crusher Run Base Includes layout, excavation to subgrade, and stock piling excavated material onsite	
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<b>Total Estimated Base Bid:</b>	<b>\$25,950.00</b> (tax exempt)

Please see additional pages for notes and exclusions

### **Bid Specific Notes**

1. Additional/Change Order work will be billed accordingly
2. Prices are valid for 60 days only. This is due to uncertain pricing for concrete and steel commodities.  
Following 60 days, an increase from the suppliers can be expected and will be added to our prices.
3. Additional mobilizations due to schedule/other contractor delays will be billed at \$2,000.00 each
4. Excludes Nightwork

PLEASE NOTE:

Pricing is based on min/max quantities as shown; Lesser or greater quantities than noted may require price adjustments  
Utility mark out/stakeout of private utilities by others. Not liable or responsible for damages or costs to private utilities  
not marked and/or incurred during our standard scope of work.

Access to all areas of work for equipment and vehicles to be provided at no charge

Excludes Winter protection (blankets, preventing ground freezing) AND snow/frost removal

Liability

EJ Militello shall not be liable for any costs, back charges, damages, expenses, or hiring of additional contractors caused by  
or related to delays, disruptions, interferences, or suspensions to our work and project scheduling, whether caused by the  
owner, other contractors, professionals or others employed by the owner, by strikes, material shortages, floods, fires, by  
weather conditions, by Acts of God, or by any other cause whatsoever.

These prices are based on quantities above and materials specified on plans. Prices are contingent upon anticipated  
scheduling noted above. If the schedule changes drastically, prices are subject to change. We will provide concrete on  
grade, one inch of final grading and compaction of fine grading. All employees working on jobsite will be paid prevailing  
rates. General contractor shall provide all excavation, sub-base / grading materials and preparation of all sub-base  
materials. General contractor also performs all surveying and stakeout. General contractor provides all testing of concrete  
and sub-base required per the contract documents. Additional cost will be added for protection of in-place concrete and  
heated concrete unless noted above. General contractor is responsible for maintenance and protection from vehicular  
and pedestrian traffic.

Payment is due and payable as outlined in any subcontract agreement, or within 30 days of receipt of our invoice.

All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from  
contract documents involving extra costs will be executed only upon written orders, and will become an extra charge over  
and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to  
submit required insurance certificates. A signed acceptance of this proposal must be returned to us before the start of  
any work. This proposal must be included in any purchase order or contract issued to E.J. Militello concrete inc. For above  
referenced work. No guarantee of concrete materials is expressed or implied with this proposal.

Warranty – EJ Militello warrants that it will use good skill and judgment in performing the work, and that any materials it  
furnishes will conform to the specifications (if any). EJ Militello offers no warranty concerning the expected service life of  
the work or materials or the time before the work or materials will require repair or replacement. This warranty does not  
cover 1) damage resulting from abuse or misuse of the work; 2) hairline cracks which may appear in completed concrete  
work; 3) cracking in completed concrete work due to earth movement or overloading; 4) damage resulting from work  
completed by others; 5) improper maintenance; 6) effervescence. All warranty claims must be made in writing to EJ  
Militello no later than 3 months following the completion of the work. There are no other warranties, either express or  
implied, except as expressly stated in this provision. Any implied warranties of merchantability and fitness for a particular  
purpose are disclaimed by EJ Militello and excluded from this agreement

Authorized Signature: \_\_\_\_\_  
E.J. Militello Concrete, Inc.

ACCEPTANCE OF CONTRACT - THE ABOVE PRICES, ESTIMATES AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY  
ACCEPTED. E. J. MILITELLO CONCRETE IS AUTHORIZED TO PERFORM THE WORK AS SPECIFIED.

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_