

Request for Bids

WALL REPLACEMENT FOR VEST POCKET PARK IN THE VILLAGE OF HASTINGS-ON-HUDSON

SPECIFICATIONS

(Dated: 04/02/2021)

Opening Date:
Friday, April 23, 2021
10:00 A.M.

ONLINE BID OPENING ONLY

Village of Hastings-on-Hudson
7 Maple Avenue
Hastings-on-Hudson, NY 10706
Tel: (914) 478-3400
Fax: (914) 478-4624
Website: www.hastingsgov.org

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WALL REPLACEMENT FOR VEST POCKET PARK IN THE VILLAGE OF HASTINGS- ON-HUDSON

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NOTICE TO BIDDERS

The Village of Hastings on Hudson hereby invites the submission of sealed proposals
For:

Request for Proposals Wall Replacement for Vest Pocket Park in the Village of Hastings-on-Hudson

Proposals will be received until 10:00 A.M. on:

Date

April 23, 2021

By:

Joseph Cerretani

Village Clerk

7 Maple Avenue

Hastings-on-Hudson, NY 10706

The scope of work includes construction of a retaining wall and foundation at Vest Pocket Park in the Village of Hastings-on-Hudson, and will be made available beginning on Friday, April 2, 2021 online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notices> or by sending an email to the Village Clerk at JCerretani@hastingsgov.org.

In addition to the above, the Village of Hastings-on-Hudson has partnered with BidNet as part of the Empire State Purchasing Group and will post our bid opportunities and any addendums to this site. As a vendor, you can register with Empire State Purchasing Group and be sure that you see all of the Village's available bids, addendums, and opportunities. Detailed plans and specifications for said bid may be obtained through the Empire State Purchasing Group at the following link:
www.bidnetdirect.com/new-york/hastings-on-hudson

Proposals will be opened April 23, 2021 at 10:00 A.M.

Awards will be made at a meeting to be held at a later date
Clearly label your package:

Wall Replacement for Vest Pocket Park in the Village of Hastings-on-Hudson

The Village of Hastings-on-Hudson reserves the right to reject any or all proposals.

Interested Consultants may submit questions in writing to villagemanager@hastingsgov.org up to 4:00 PM on April 19, 2021.

Answers will be posted online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notices> in the appropriate Bid Document file and distributed to all known bidders by 4:00 P.M. on April 21, 2021.

INSTRUCTIONS TO BIDDERS

1. Bids must be submitted on the attached set of forms. (Do not separate these sheets).
2. Each Bidder must state that no employee or member of the Village, and no spouse of such employee or member, is directly or indirectly interested in the proposal.
3. The proposal is to be enclosed and sealed in an envelope marked with the name of the bidder and “Bid for: WALL REPAIR FOR VEST POCKET PARK IN THE VILLAGE OF HASTINGS-ON-HUDSON.” Or submitted electronically via BidNet at: www.bidnetdirect.com/new-york/hastings-on-hudson

Proposals must be received by:

Joseph Cerretani
Village Clerk
7 Maple Avenue
Hastings-on-Hudson, NY 10706

BY 10:00 A.M., March 23, 2021

and will not be considered if submitted on other than the attached form bid. Bids will be opened at a time to be determined by the Owner.

NAME OF BIDDER:

ADDRESS OF BIDDER:

SIGNATURE OF AUTHORIZED OFFICER:

TITLE: _____

DATE: _____

TELEPHONE: _____

Project Summary

The Village of Hastings-on-Hudson, NY (the “Village”) is soliciting bids from qualified construction firms to complete the construction of a wall and foundation within the Vest Pocket Park located on Warburton Avenue, Hastings-on-Hudson, NY 10706. Work shall involve construction of the north wall and adjacent eastern wall as specified in the attached Construction Drawings.

Scope of Work

The Scope of Work includes the following items:

1. Provide all concrete, rebars, cmu, mortar and formwork as indicated in Construction Drawings.
2. Provide allowance for plantings in existing planter to be chosen by the Village of Hastings-on-Hudson.
3. Anchors and fasteners of appropriate type and size for anchoring to existing surrounding construction as per specifications.
4. Minor details not usually shown or specified, but necessary for proper construction of any part of the work shall be included as if they were explicitly included in the Drawings or Specifications.
5. Details indicating surrounding conditions are schematic and shown conceptually. Contractor to verify surrounding conditions and substrates.
6. All work shall conform to the requirements of all municipal, state, and federal agencies, utility company requirements and the best trade practices.
7. The Contractor is responsible for verifying all dimensions and quantities in the field prior to submitting bid and familiarizing himself with all existing conditions. Contractor shall report any discrepancies between contract documents and field conditions to superstructures to Engineer and Village Building Inspector (“VBI”). All information shall be reflected in shop drawings.
8. The Contractor shall coordinate all work procedures with requirements of local authorities.
9. The Contractor shall provide and maintain drop cloths and hardboard covering throughout the work areas.
10. The Contractor shall provide an As-built Survey upon completion of the project.

Retaining Wall Notes

1. Verify all conditions and dimensions on the job site.
2. Written dimensions on these drawings shall have precedence over scaled dimensions and are nominal.
3. Village Building Inspector is responsible for supervision of construction or observation of work in progress.
4. Engineer to verify existing footings and to determine correct new footings as referenced in Contract Drawings.
5. Engineer and VBI to be notified of any change to plan which must be approved by him.
6. All work shall conform to all codes having jurisdiction, where conflicts of/or between codes occur, the more stringent code shall supersede all others.

7. All contractors and/or sub-contractors are to plan the approved standards: A.I.S.C., Federal, U.S. etc., and the highest standards of their trade. All construction shall be performed to these standards.
8. No work to commence until approval is obtained and all necessary permits have been secured.
9. All work to be constructed on Village property.
10. Set all work straight, plumb and level or with indicated slope.
11. Any variations from conditions as shown on these drawing shall be brought to the attention of the Engineer and VBI. Work Shall nor proceed until clarification has been received.
12. Discrepancies and omissions on drawings and specifications shall be reported to the engineer in writing for clarification.
13. Drawings are not to be scaled - use dimensions only. contractor and/or Sub-Contractor must check all conditions at the job site. Any discrepancies and/or omissions from the plane and/or specification must be called to the attention of the Engineer and VBI, in writing.
14. All retaining walls are to be Reinforced Concrete Masonry Units.
15. The contractor shall be completely responsible for the safety of adjacent structures and/or properties.
16. All backfill material shall be clean, free from all debris, wood etc. and suitable for proper compaction
17. The Engineer and VBI are to be notified a minimum of twenty-four (24) prior to any site visitation(s).
18. Any deviation from these plans shall cause the work to cease in the affected area until the change has been approved by the Engineer.
19. The Contractor is cautioned to make continuous observations of the existing retaining wall during the performance of his work and should he become aware of any situations that require further investigation or study (such as additional movements, cracks in masonry and partitions, additional deflections, etc.), he shall notify the Engineer and VBI.
20. These drawings and specifications are valid only if they bear the impressed seal and original signature of the Engineer whose name appears hereon.
21. Any unauthorized alterations of or additions to these drawings is a violation of section 7209 (2) of the New York State Education Law. Such authorization shall only be in writing, signed and sealed by the Engineer.

Environmental Considerations

1. The Village is committed to reducing greenhouse gas emissions from direct and indirect activities and to the acquisition of supplies and services that promote a clean energy economy. This contract requires use of products to the maximum extent possible that meet or exceed the ENERGY STAR program or Federal Energy Management Program guidelines as applicable and the use of electric powered tools where feasible and effective.
2. The Village is committed to reducing greenhouse gas emissions from direct and indirect activities and to the acquisition of supplies and services that promote a clean energy economy. To the extent fiscally practicable, the Village favors the use of low-carbon concrete (see attached material information from the New York State Department of Transportation).

Schedule and Logistics

1. Contractor shall provide the Owner (Village Manager and VBI) with a complete Schedule of Logistical Events for the duration of the project, including anticipated start and completion dates.
2. Contractor shall provide the Owner with a complete Project Coordination Plan for the duration of the project, including locations for storage of materials, transport of materials, etc. as directed by Owner.
3. The foregoing schedules and plans are subject to approval by the Owner, prior to commencement of construction.
4. The Contractor shall be solely responsible for the protection of conditions and materials within, and adjacent to the proposed construction area. The Contractor shall design and install adequate shoring and bracing for all construction or removal tasks. The Contractor shall have sole responsibility for any damage or injuries caused by, or during the execution of the work.
5. In addition to the above, the Contractor is responsible for the following Inspection Schedule as laid out by the Building Inspector
 - a. Filing a non-fee building permit
 - b. Pre-work inspection, including site safety and protection
 - c. Post-demolition inspection
 - d. Excavation inspection
 - e. Footing inspection, as referenced in the Contract Drawings
 - f. Drainage inspection
 - g. Foundation inspection to include rebar
 - h. Backfill/foundation drainage inspection
 - i. Multiple random site inspections throughout the course of construction
 - j. Final inspection

Safety Plan

1. Structural: Contractor to provide adequate temporary bracing and shoring wherever any structural work is involved.
2. Fire Safety: All building materials stored in construction area, and/ or in any area of the building are to be secured in a locked area. Access to such areas to be controlled by Owner and/ or Contractor.
3. Dust Control: Debris, dirt, and dust to be kept to a minimum, be confined to the immediate construction area, and be cleaned up and cleared from building periodically to avoid excessive accumulation. Construction work will be confined to the proposed construction area. Contractor will minimize the amount of dust, dirt, or other such inconveniences created to other areas within the building.

After-hours Work

The Contractor shall coordinate with Owner for any work that shall occur outside normal working hours: 7:30 A.M. to 8 P.M., Mondays through Saturdays, and 9 A.M. to 5 P.M., Sundays, except legal holidays.

Payment Schedule

Payment will be disbursed at the following schedule:

1. 15% after completion of the post-demolition inspection.
2. 35% after the foundation inspection to include rebar.
3. 25% after backfill/drainage inspection.
4. 25% After completion of the final inspection, issuance of the closure of the building permit, and delivery of the As-Built Survey.

Deliverables

The Village reserves the right to request additional information from any proposing Contractor or firm. The Village may contact and evaluate the Contractor's/firm's and subcontractor's references; contact any Contractor/firm to clarify any response; contact current users of the Contractor's/firm's services' and seek and review any other information deemed pertinent to the evaluation process.

The Contractor/firm shall provide one (1) electronic copy incorporated in a single PDF file for review. The electronic copy shall be submitted as a single .pdf file in the Contractor's/firm's name via: www.bidnetdirect.com/new-york/hastings-on-hudson.

A physical copy may be mailed to:

Joseph Cerretani
Village Clerk/Treasurer
Municipal Building
7 Maple Avenue
Hastings-on-Hudson, NY 10706

General Requirements

The proposal must contain all of the following information in the same sequence as presented in this RFB. Each proposal should provide a straightforward and concise presentation adequate to satisfy the requirements of this RFB.

All proposals will include the following requirements:

Contractor/Firm Profile

The profile shall include the Contractor's/firm's background, philosophy, location of office/offices from which the work on this project is to be performed.

Experience

Present relevant experience on similar projects. Provide a limit of four (4) projects for the Experience presentation. Include:

1. Location;
2. Description and size (sketches, plans, photographs);
3. Project Cost;
4. Client;
5. Sub-contractors;
6. Experience of the firm members submitting the proposal;
7. List of Client and Contractor contacts (with telephone numbers and email addresses) who are familiar with the projects.

Proposal Presentation

Include any additional graphic illustration, photographs, articles, or other information that the Contractor/firm feels is relevant to the proposal.

Additional

Any other work to complete the construction work not specifically listed in the RFB should be detailed in the proposal. Any work that is in addition to the items listed in the RFB should be indicated as Additional Alternatives with the cost associated. The cost for the Additional Alternatives should not be included in the final proposal sum and will be approved by the Village separately.

Sub-contractors

The selected Contractor/firm will coordinate all contract activities between the Contractor/firm and sub-contractors as well as ensure that the project work is completed on schedule and within budget. It is the responsibility of the selected Contractor/firm to inform the Village Manager and VBI of any discrepancies between the proposal and the execution.

Insurance

The Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 Per Occurrence/\$2,000,000 Annual Aggregate and including a Waiver of Subrogation.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, product-completed operations, and personal and advertising injury, blanket contractual including injury to subcontractors employees.

Note:c) The Village of Hastings-on-Hudson and their agents, officers, directors, and employees shall be included as additional insured on the CGL, using ISO Additional

Insured Endorsement CG 20 10 1185 or an endorsement providing equivalent or broader coverage to the Village of Hastings-on-Hudson and their agents, officers, directors and employees. The coverage must be underwritten by an Insurance Company with at least 'A 7' Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insureds.

- d) Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after completion of the Work.
- e) XCU may not be excluded
- 2) Automobile Liability
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) The Village of Hastings-on-Hudson and their agents, officers, directors, and employees shall be included as additional insured on the auto policy.
 - d) Also needs to include waiver of subrogation
- 3) Workers Compensation and Employers Liability and N.Y.S Disability
 - a) Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
 - c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
 - d) Workers Compensation must include a waiver of subrogation.

NOTE: ACORD forms are not acceptable proof of workers compensation coverage; must provide C-105.2 and Disability to be provided on DB-120.1.

- 4) The Contractor shall not sublet any part of his work without written approval of the Village of Hastings-on-Hudson, and without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Village of Hastings-on-Hudson. Each such insurance policy, except the Workers' Compensation and Disability policies, shall include The Village of Hastings on Hudson and their agents, officers, directors, and employees as an additional insured.
- 5) Policy shall be endorsed to provide that 30 days written notice prior to cancellation be given to the Village of Hastings-on-Hudson. Policies that lapse and/or expire during the term of occupancy shall be re-certified and received by Village of Hastings-on-Hudson no less than 30 days prior to cancellation or renewal.
- 6) Contractor acknowledges that failure to obtain such insurance on behalf of the Village of Hastings-on-Hudson constitutes a material breach of contract and subjects it to liability for

damages, indemnification and all other legal remedies available to the Village of Hastings-on-Hudson. The contractor/permittee is to provide the Village of Hastings-on-Hudson with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Village of Hastings-on-Hudson to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Hastings-on-Hudson.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers and mechanics employed on a public work project shall not be less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. The prime contractor shall obtain a Prevailing Rate Schedule from the: New York State Department of Labor, Bureau of Public Work, State Office Campus, Bldg. 12, Albany, NY 12240. The prime contractor must provide copies of this schedule to all subcontractors and obtain an affidavit certifying such schedule was received.

Bid Security

Each Bidder is required to deposit at the time of submission of his bid, a Bid Bond or certified check in an amount representing five (5%) percent of his bid payable to the Village, which amount the Bidder agrees is to be forfeited as liquidated damages and not as a penalty if in case he is awarded the Contract and he shall thereafter fail to execute a Contract with the Village under the conditions of this Proposal or to furnish the bonds required for the faithful performance of this Contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the Contract is awarded to the Bidder.

Such bid security will be returned to all except the three lowest formal Bidders within three days after the formal opening of bids, and the remaining bid security will be returned to the other Bidders after the Village and the accepted Bidder have executed the Contract Documents. In the event no Contract has been so executed within forty-five (45) calendar days after the date of the opening of bids, upon the demand of the Bidder, so long as he has not been notified of the acceptance of his bid, his bid security will be returned. The Bid Security of the successful Bidder will be retained until the signing of Agreement, the filing and approval of the bonds and insurance.

Security for Faithful Performance

The Contractor shall, prior to execution of the Contract and within fourteen (14) calendar days after the Notice of Intent to Award, submit two separate executed bonds with Power of Attorney, (1) a Performance Bond in an amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the terms, covenants and conditions of the Contract; (2) a Labor and Material Payment Bond for the full amount of the Contract price guaranteeing the full payment of all persons performing labor or furnishing material or rentals, under the Contract; and (3) a Certificate of Insurance.

At the time of final payment, the Contractor shall provide a two (2) year maintenance bond guaranteeing against defective materials and workmanship but excluding survival of the landscaping, in an amount equal to one hundred (100%) percent of the contract amount and shall submit the completed General Release form stating that all obligations incurred by the Contractor in carrying out this Agreement have been satisfied including wage and costs of subcontractors, equipment and materials.

Sales Tax Exemption

Under Chapter 513 of the Laws of New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the municipality, are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in its bid price to cover sales taxes for the above items.

PROPOSAL

WALL REPLACEMENT FOR VEST POCKET PARK IN THE VILLAGE OF HASTINGS-ON-HUDSON

To:
Village Hall
Village of Hastings-on-Hudson
7 Maple Avenue
Hastings-on-Hudson, NY 10706

Bid Submitted By:

(Name) _____

(Address)

(Telephone Number)

1. I/We do hereby declare that I/We have carefully examined the Plans and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportations and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefor, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Plans and Specifications therefore within 10 business days after the award of the contract and if I/We fail to execute said contract within said period of time, that the Village Board shall have the power to rescind said award. The Contract execution will serve as the official notification to commence work.
5. I/We do also declare and agree I/We will commence the work within five days after the contract execution and will complete the work fully and in every respect on or before the time specified in said contract and do authorize the said Board, in case of failure to complete the work within such specified time to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the contract.
6. I/We agree that the Owner reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
7. I/We hereby affirm that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
8. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least seventy-five (75) calendar days from the date of the opening of bids, and that with said period of seventy-five (75) days, the Village will accept or reject this proposal, or this period may be extended by mutual agreement.
 9. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signator on this proposal in behalf of this corporation.
 10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
 11. I/We hereby agree that I/We accept the unit prices and/or lump sums on the following pages, for the various items of work.
 12. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient ground for a change in the price of that item.

Date: _____

(Legal Name of Bidder)

By: _____
(Authorized Signature)

Corporate Seal
(if incorporated)

Bidder acknowledges receipt of Addenda as follows:

_____	_____
	Signature
_____	_____
	Signature
_____	_____
	Signature

The following is a list of places where we have performed work of similar character and magnitude, together with references:

Project Name & Location	Approximate Cost	Reference (Name, relation to project, phone #)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The full names and places of residence of all persons and parties interested as principals in the foregoing proposal are as follows:

_____	_____
(PRINT NAME)	(ADDRESS)
_____	_____
(PRINT NAME)	(ADDRESS)

Signature of Bidder: _____

U.S. Treasury No.: _____

Business Address: _____

Place of Residence: _____

Bid Form

The undersigned hereby submits the following bid to the Village of Hastings-on-Hudson for the construction of a wall and foundation within the Vest Pocket Park located on Warburton Avenue.

Bidders: complete both of the below bid options.

Option 1: Using green concrete as identified in the attached schedule from the New York State Department of Transportation.

\$ _____

Option 2: Using traditional concrete.

\$ _____

Provide a list of electric powered tools anticipated to be used on the project:

THIS PROPOSAL SUBMITTED BY: _____
(Name, Address & Phone #)

SIGNED BY: _____

TITLE: _____

STATEMENT OF NON-COLLUSION

(To be Completed by Each Bidder)

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties or perjury; non-collusive bidding certification.

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

- b. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in its behalf.

- c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Signed: _____

Firm:

Title: _____

Date: _____

RESOLUTION

Resolved that _____ be
(Name of Corporation)

authorized to sign and submit the bid or proposal of this corporation for the following project

(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by section one-hundred-three-d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

_____ corporation at a meeting of the

Board of Directors held on the _____ day of _____, 20__.

(SEAL OF THE CORPORATION)

(SECRETARY)

Laws of New York, 1965
Ch. 751, Sec. 103-d, as amended
effective September 1, 1965

OFFER OF SURETY
(To be Completed by Each Bidder)

In the event the above proposal is accepted and the undersigned is awarded the Contract for work, the undersigned offers as surety for faithful performance, bond and/or bonds to protect labor and material man, the following surety:

SURETY COMPANY

Signed _____ -

(Bidder)

CERTIFICATE OF SURETY to be signed by a duly authorized official, agent or attorney of the Surety Company.

In the event that the above Proposal is accepted and the contract for the work is awarded

to said _____ the

(Bidder's Name)

_____ will execute the Surety Bonds as

(Surety Company)

herein before provided.

Signed: _____

Dated: _____

HOLD HARMLESS AGREEMENT

(To be Approved by Your Attorney)

The Contractor (and all subcontractors) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident and shall indemnify and hold harmless, the Village of Hastings-on-Hudson, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may be put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work or in guarding and protecting the same or from any improper methods, materials implements or appliances used in its performance or construction or by or on account of any direct or indirect act or omission of passive or concurrent negligent act or omission by the Village of Hastings-on-Hudson or any of its employees, officers or agents may have directly or indirectly caused or contributed thereto.

BIDDER/CONTRACTOR (Company Name)

ADDRESS _____

(Signature)

(Print Name)

(Title)

(Dated)

NOTARY:

Subscribed and sworn to before me
this _____ day of _____, 20__

Notary Public

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

(Here insert full name and address or legal title of Contractor)

As Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of New York as **Surety**, hereinafter called the Surety, ARE HELD AND FIRMLY BOUND UNTO the Village of Hastings-on-Hudson as Obligee, hereinafter referred to as the "Obligee" IN THE SUM OF (Equal to 5% of the base bid amount);

_____ DOLLARS (\$ _____)
(Dollar amount in written form) *(Dollar amount in numerical form)*

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

(Here insert full name and address and description of project)

i) NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in due prosecution thereof, or in due event of the failure of the Principal to enter into such Contract and give such bonds, if the Principal shall pay to due Obligee the difference not to exceed due penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith Contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

ii) THE SURETY, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way be impaired or affected by any extensions of time, modification, omission, addition or change *in* or to the said Contract or the Work to be performed thereunder or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any Work to be performed, or any moneys due or to become due thereunder; and said Surety does hereby waive notice of any and all such payments, extensions, modifications, omissions, additions, changes, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

Signed and sealed this _____ day of _____ 20 _____

Principal

Signature

Print or type name signed above

Title

Surety

Seal

Signature

Print or type name signed above

CERTIFICATE OF COMPLIANCE WITH NYS SEXUAL HARASSMENT LAW

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the labor law.

(Legal Name of Bidder)

Date: _____

By:

(Authorized Signature)

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

(To be Completed by Each Bidder)

Each bidder/proposer, any person signing on behalf of any bidder/proposer and any assignee or subcontractor and, in the case of a joint bid/proposer, each party thereto, certifies, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer and any subcontractor or assignee is not identified on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law (the "Prohibited Entities List").

During the term of any contract awarded pursuant to this bid, should the Village of Hastings-on-Hudson (the "Village") receive information that a bidder/proposer is in violation of the above referenced certification, the Village will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Village shall take such action as may be appropriate including, but not limited to, seeking compliance, recovering damages or declaring the bidder/proposer in default.

The Village reserves the right to reject any bid or proposal from a bidder/proposer that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any bidder/proposer that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that
he/she
(Name of Individual Signing this Certification)

Is the _____ of the _____ and that neither
(Title/Position of Signer) (Name of Bidder/Proposer)

The bidder/proposer nor any proposed subcontractor is identified on the Prohibited Entities List.

Print Company Name

By: _____
Signature

Title

Sworn to before me this
_____ day of _____, 20__

Notary Public

BID DATE: _____

AGREEMENT FOR
WALL REPLACEMENT FOR VEST POCKET PARK IN
THE VILLAGE OF HASTINGS-ON-HUDSON

THIS AGREEMENT, made this _____ day of _____, 2021

by and between _____ (a corporation organized

and existing under the state of

_____) * (a partnership consisting of

_____) * (an individual trading as

_____) * (hereinafter called the "**Contractor**")

and Village of Hastings-on-Hudson hereinafter called the "**Owner.**"

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents, including all Addenda.

Article 2. The Contract Price. The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the proposal.

Article 3. Compliance with Laws and Regulations. In carrying out the terms of this Agreement, the CONTRACTOR shall comply with all applicable laws, regulations and procedures of the United States of America, State of New York, County of Westchester and the Village. In particular, the CONTRACTOR'S attention is directed to the Specifications Section H, "Prevailing Wage" and Section I, "Compliance With The Labor Law and other Department of Labor Regulations" and any related addendum.

*Strike out the two terms not applicable.

Article 4. Contract Documents. The Contract Documents shall consist of the following (including their attachments and exhibits):

- a. This agreement
- b. Addenda (if any)
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed Copy of Bid, with all attachments required for the bidding. ("EXHIBIT A")
- f. Certificates of Insurance ("EXHIBIT B")

This Agreement, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component, the part first enumerated in this Article 4 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

ATTEST: _____
(Contractor)

By: _____
(Name)

Title: _____

VILLAGE OF HASTINGS ON HUDSON
(Owner)

By: _____

STATE OF NEW YORK)
) SS.
COUNTY OF WESTCHESTER)

On the ___ day of _____, 2021, before me personally came _____

To me know, who, being by me duly sworn, did depose and say that he resides in _____

_____, New York; that She is the Village Manager of the Village of Hastings-On-Hudson, the municipal corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the said corporation and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)
) SS.
COUNTY OF WESTCHESTER)

On the _____ day of _____, 2021, before me personally came _____ to me known, who, being by me

duly sworn, did depose and say that he resides in _____

that he is the _____ of _____

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

FORM OF MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

(hereinafter called the Principal) as Principal and the

,

a _____ Corporation with an office and place of business for
the
State

of New York at

New York, (hereinafter called the Surety) as Surety, are held and firmly bound unto the

(hereinafter called the Obligee) as Obligee in the sum of

(\$ _____) DOLLARS,

lawful money of the United States of America, for the payment whereof the Principal and
Surety

bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 20__.

WHEREAS, the Principal heretofore entered into a written contract with the Contract for

WHEREAS, said Contract provides that the principal shall guarantee

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall indemnify the Obligee against loss by reason of his failure to make good at own expense any defects or deficiencies in materials or workmanship which may appear in the work under said contract for the period of one (1) year from the date of acceptance of the work, then this obligation shall be void; otherwise to remain in full force and effect.

Principal

By: _____

By: _____

STATE OF _____) SS: _____

COUNTY OF _____)

On this _____ day of _____, 2020 before me personally appeared the within named _____ to me known, and known to me to be _____ the individual described in and who executed the within bond, and _____ acknowledged to me that he _____ executed the same.

NOTARY PUBLIC _____

GENERAL RELEASE

(To Be Submitted with Requisition For Final Payment)

KNOW ALL MEN BY THESE PRESENTS, that _____
(Contractor)

for and in consideration of the sum of _____
(Final Contract Price)

lawful money of the United States of America, to it in hand paid by

(Owner/Contracting Agency)

_____ have remised, released, quit-claimed, and forever discharged, and by these presents do for its successors and assigns remise, release, quit-claim, and forever discharge the said

_____ (Owner/Contracting Agency)

and its successors and assigns and administrators, of and from any and all manner of action and actions, caused and causes of action, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contract, controversies, agreements, promises, variances, trespasses, damages, judgments, patents, extents, executions, claims and demands whatsoever in law and unity which against the said

_____ (Owner/Contracting Agency)

now have or which heirs, executors, or administrators hereafter can, shall, or may have, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents rising out of the construction, in accordance with contract entered into between parties hereto,

dated _____, 2021, any admittance or supplements thereto.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its _____ and its corporate seal to be hereto affixed and duly attested by its

_____ this _____ day of _____.

ATTEST:

PRINCIPAL:

AFFIX CORPORATE SEAL

STATE OF NEW YORK)
) SS:
COUNTY OF WESTCHESTER)

On the _____ day of _____, 2021, before me personally came _____

_____ to me known, who, being by me

duly sworn, did depose and say that he resides in _____

that he is the _____ of _____

the corporation described and that he signed his name thereto.

Notary Public

NON-DISCRIMINATION CLAUSE

During the performance of the Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a." through "h." hereinafter called "non-discrimination clauses", and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.
- c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a." and "b." and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.
- d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.
- e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to his books, records, and accounts by the Commission of Human Rights, and Owner representatives/counsel for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

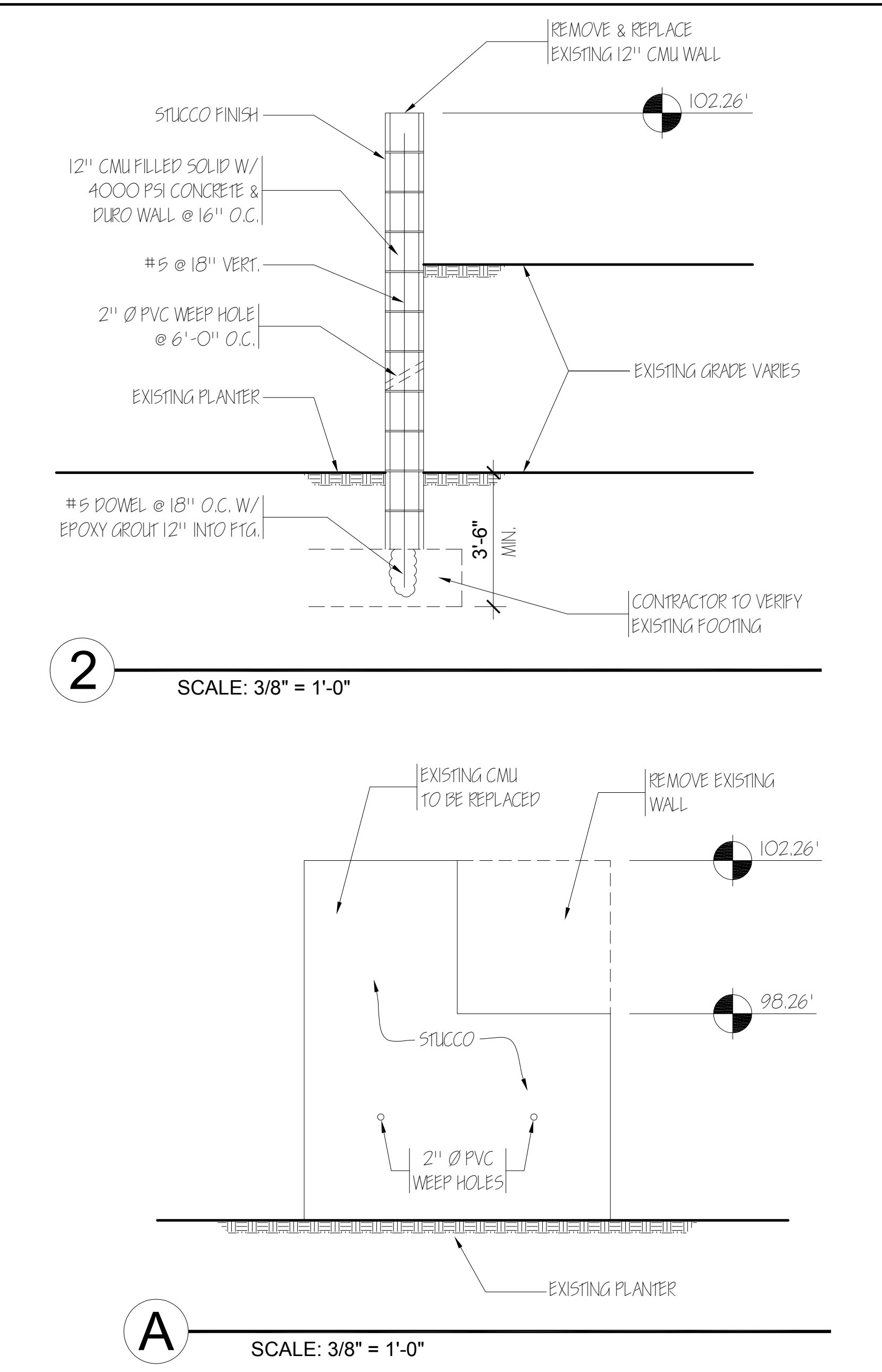
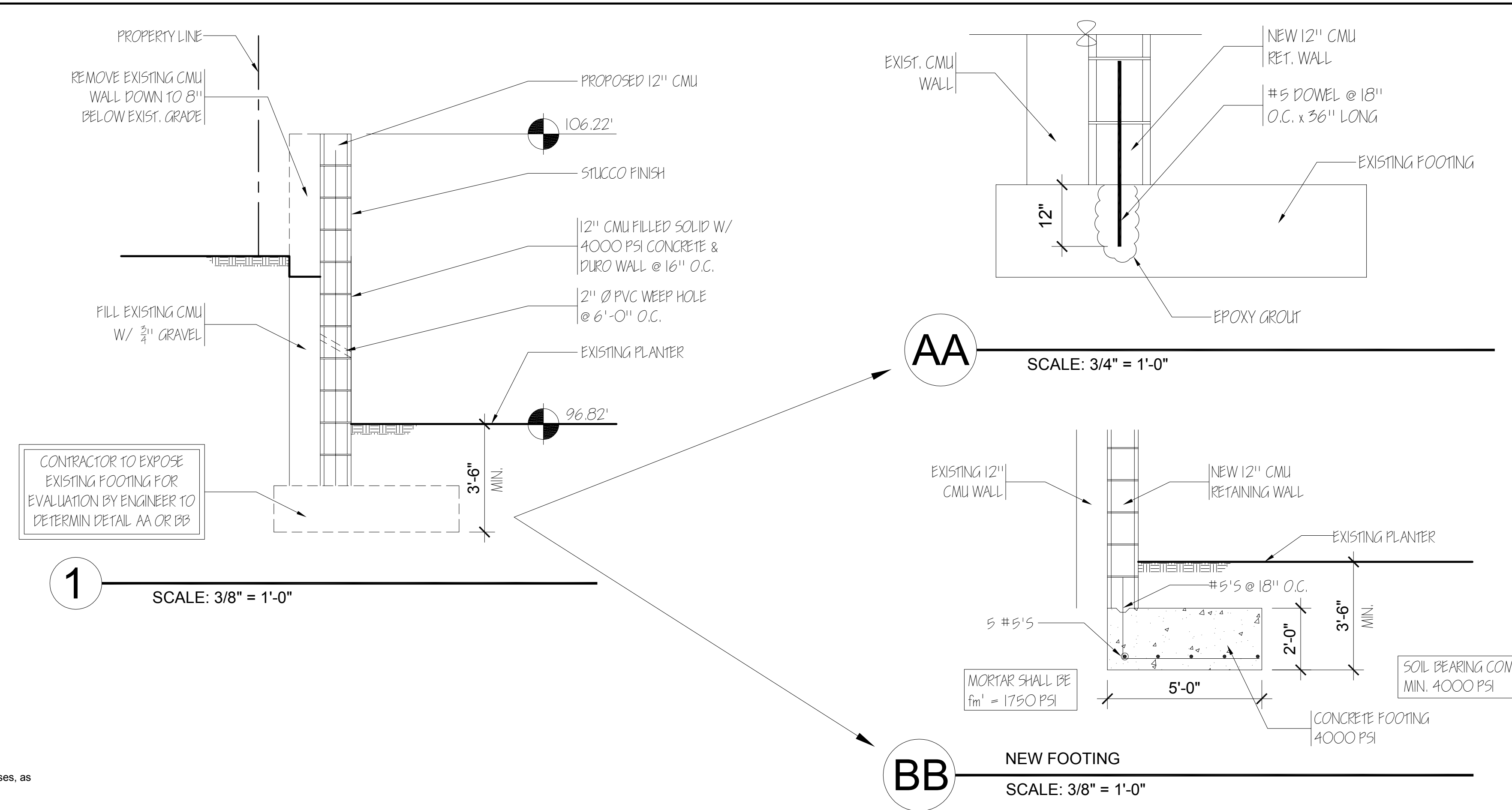
- f. The Contract may be forthwith cancelled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the Commission of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on the behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non- discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.
- g. If this Contract is cancelled or terminated under clause "f.", in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.
- h. The Contractor will include the provisions of clauses "a.", through "g." in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchase as the Owner/Contracting Agency may direct, including sanctions or remedies for noncompliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's representatives/counsel, requesting him to intervene and protect the interests of the Owner (Contracting Agency's jurisdictional area).

Date: _____

Contractor's Signature

Printed Name and Title

- Retaining Wall Notes**
- 1) Verify all conditions and dimensions on the job site.
 - 2) Written dimensions on these drawings shall have precedence over scaled dimensions and are nominal.
 - 3) Engineer not responsible for supervision of construction or observation of work in progress.
 - 4) Engineer to be notified of any change to plan and approved by him.
 - 5) All work shall conform to all codes having jurisdiction, where conflicts of or between codes occur, the more stringent code shall supersede all others.
 - 6) All contractors and/or sub-contractors are to plan the approved standards: A.I.S.C., Federal, U.S. etc., and the highest standards of their trade. All construction shall be performed to these standards.
 - 7) No work to commence until approval is obtained and all necessary permits have been secured.
 - 8) All work to be constructed on private property.
 - 9) Set all work straight, plumb and level or with indicated slope.
 - 10) Any variations from conditions as shown on these drawing shall be brought to the attention of the Engineer. Work shall not proceed until clarification has been received.
 - 11) Discrepancies and omissions on drawings and specifications shall be reported to the engineer in writing for clarification.
 - 12) Drawings are not to be scaled - use dimensions only, contractor and/or Sub-Contractor must check all conditions at the job site. Any discrepancies and/or omissions from the plane and/or specification must be called to the attention of the Engineer, in writing.
 - 13) All retaining walls are to be Reinforced Concrete Masonry Units.
 - 14) The contractor shall be completely responsible for the safety of adjacent structures and/or properties.
 - 15) All backfill material shall be clean, free from all debris, wood etc. and suitable for proper compaction
 - 16) The Engineer is to be notified a minimum of twenty four (24) prior to any site visitation(s).
 - 17) Any deviation from this plans shall cause the work to cease in the affected area until the change has been approved by the Engineer.
 - 18) The Contractor is cautioned to make continuous observations of the existing retaining wall during the performance of his work and should he become aware of any situations that require further investigation or study (such as additional moments, cracks in masonry and partitions, additional deflections, etc.), he shall notify the Engineer.
 - 19) These drawings and specifications are valid only if they bear the impressed seal and original signature of the Engineer whose name appears hereon.
 - 20) Any unauthorized alterations of or additions to these drawings is a violation of section 7209 (2) of the New York State Education Law. Such authorization shall only be in writing, signed and sealed by the Engineer.



Construction Notes

- SCOPE OF WORK:**
- 1) The Project consists of a Proposed Retaining Wall replacement at the subject premises, as shown within these Construction Drawings.
 - 2) The Scope of Work includes the following items:
 - a) Provide all concrete, rebar, cmu, mortar and formwork as indicated in Construction Drawings.
 - b) Provide plantings in existing planter as per Village of Hastings on Hudson.
 - c) Anchors and fasteners of appropriate type and size for anchoring to existing surrounding construction as per specifications.
 - d) Minor details not usually shown or specified, but necessary for proper construction of any part of the work shall be included as if they were explicitly included in the Drawings or Specifications.
 - e) Details indicating surrounding conditions are schematic and shown conceptually. Contractor to verify surrounding conditions and substrates.
 - f) All work shall conform to the requirements of all municipal, state and federal agencies, utility company requirements and the best trade practices.
 - g) The Contractor is responsible for verifying all dimensions and quantities in the field prior to submitting bid and familiarizing himself with all existing conditions. Contractor shall report any discrepancies between contract documents and field conditions to Superstructures. All information shall be reflected in shop drawings.
 - h) The Contractor shall coordinate all work procedures with requirements of local authorities.
 - i) The Contractor shall provide and maintain drop cloths and hardboard covering throughout the work areas.

SCHEDULE AND LOGISTICS

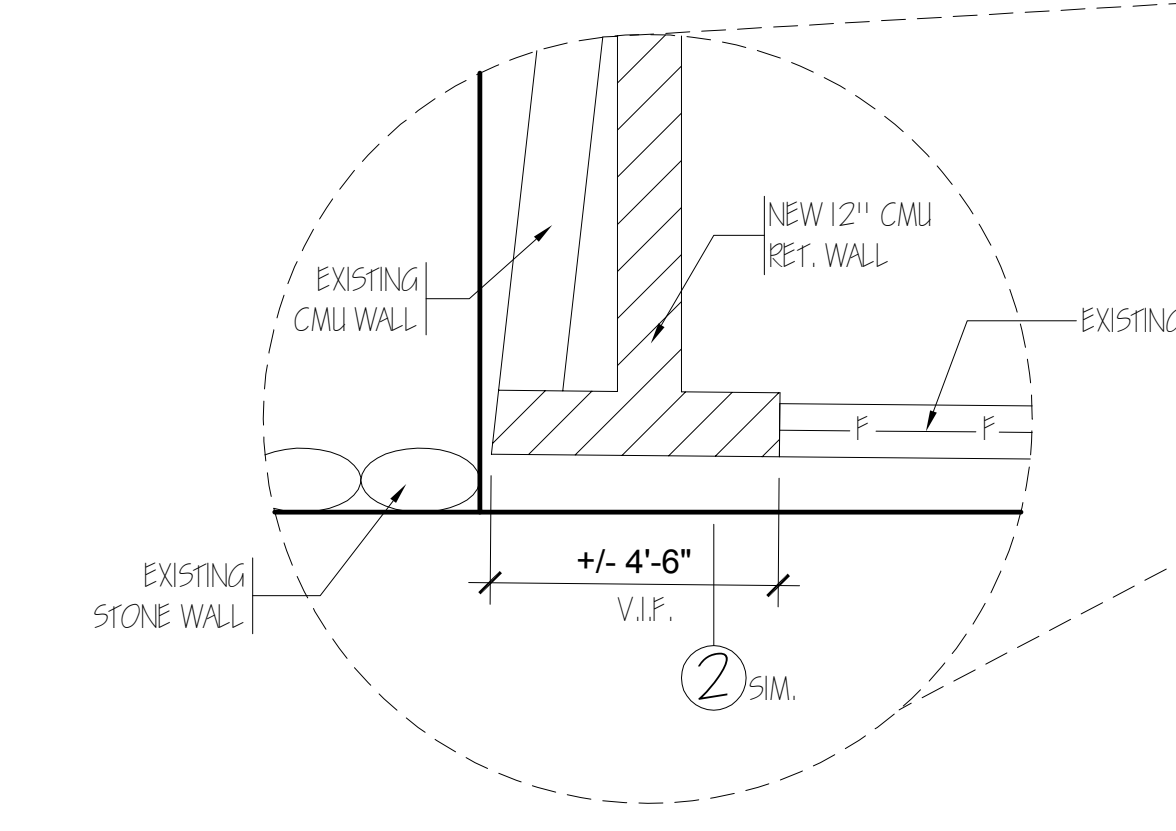
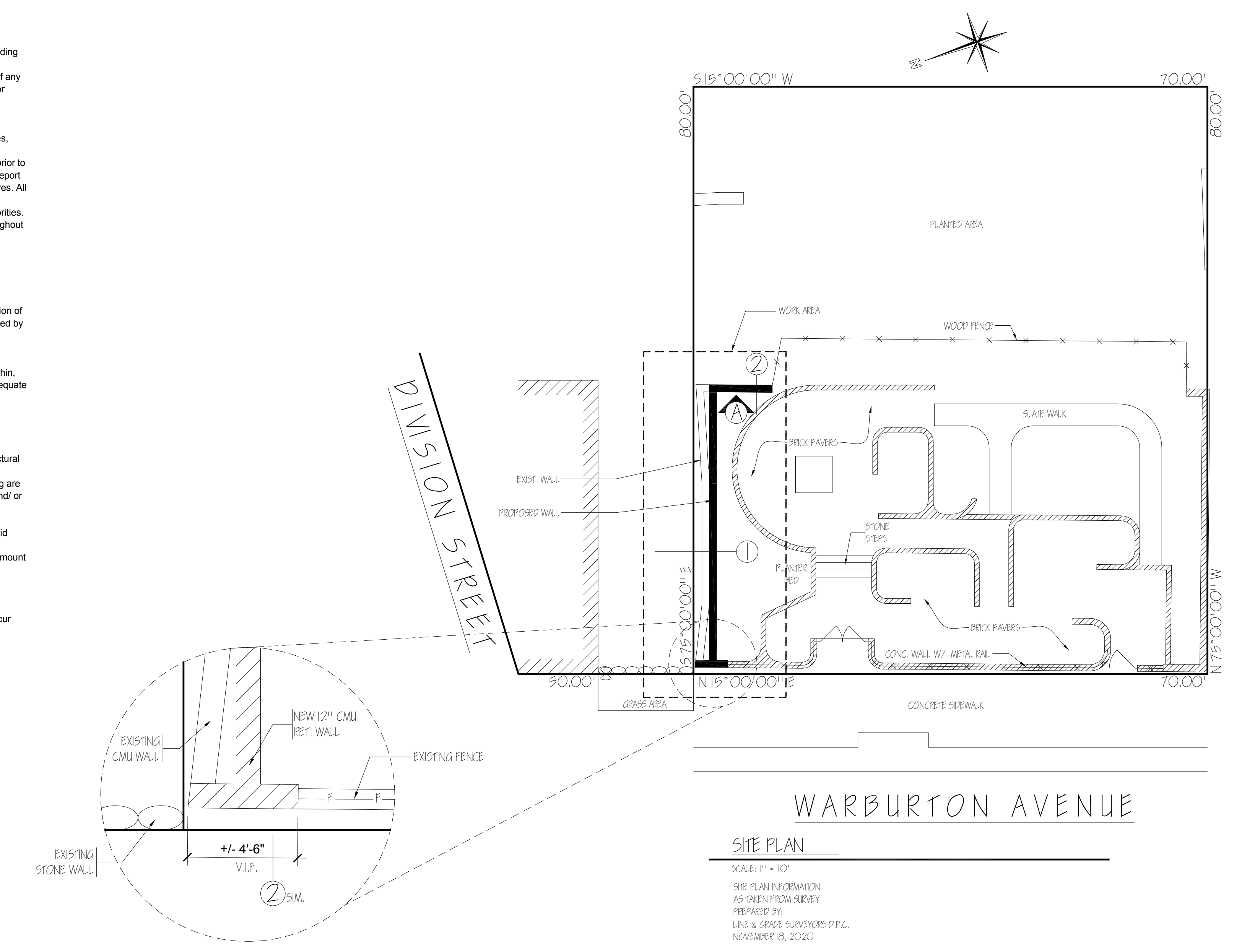
- 1) Contractor shall provide the Owner with a complete Schedule of Logistical Events for the duration of the project, including anticipated start and completion dates.
- 2) Contractor shall provide the Owner with a complete Project Coordination Plan for the duration of the project, including locations for storage of materials, transport of materials, etc. as directed by Owner and building management.
- 3) The foregoing schedules and plans are subject to approval by the Owner, prior to commencement of construction.
- 4) The Contractor shall be solely responsible for the protection of conditions and materials within, and adjacent to the proposed construction area. The Contractor shall design and install adequate shoring and bracing for all construction or removal tasks. The Contractor shall have sole responsibility for any damage or injuries caused by, or during the execution of the work.

SAFETY PLAN

- Structural:** Contractor to provide adequate temporary bracing and shoring wherever any structural work is involved.
- Fire Safety:** All building materials stored in construction area, and/ or in any area of the building are to be secured in a locked area. Access to such areas to be controlled by Owner and/ or Contractor.
- Dust Control:** Debris, dirt, and dust to be kept to a minimum, be confined to the immediate construction area, and be cleaned up and cleared from building periodically to avoid excessive accumulation.
- Construction work will be confined to the proposed construction area. Contractor will minimize the amount of dust, dirt, or other such inconveniences created to other areas within the building.

AFTER HOURS WORK

The Contractor shall coordinate with Owner/ building management/ Town for any work that shall occur outside normal working hours: 9 A.M. to 5 P.M., Mondays through Fridays, except legal holidays.



Block:	Proposed Retaining Wall @	Scale: as noted
Lot:	Vest Pocket Park	Date: 12/29/20
Sect:	Hastings on Hudson, New York	Drawn by: J.M.A.S.
App. No.:	Steven A. Costa, P.E.	Check'd by: S.A.C
	Consulting Engineer	Sheet No. 1
	756 Palisade Avenue Yonkers, NY 10703 (914) 968 - 5422	of 1

To the best of my knowledge, beliefs, and professional judgement of the undersigned, the plans and specification depicted on these drawings are in compliance with the applicable provision so the New York State Uniform Fire Prevention and Building Code and the New York Energy Conservation Construction Code currently in effect.

Any unauthorized alteration of or addition to this drawing is a violation of Section 7209 (2) of the New York State Education Law. Such authorization shall only be in writing and sealed by the Engineer. All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and are the exclusive property of Steven A. Costa, P.E. and were created, evolved and developed for use on, and in connection with the project. None of such items, designs, arrangements or plans shall be used by, copied, reproduced or disclosed to any person, firm or corporation for any purpose whatsoever without the written permission of Steven A. Costa, P.E. (Copyright 2021).



THE NEW
CEMENT COMPANY

MATERIAL CERTIFICATION REPORT

TYPE I/II LOW ALKALI PORTLAND CEMENT

Address: 50, Route 132, Port-Daniel - Gascons
Canada (Québec) G0C 2N0

Contact: Jaime Vidal

Phone: (1) 418 396 3331 Ext:2008

E-mail: jaime.vidal@cmcinnis.com

Cement type: **Type I/II (Low Alkali)**

Date Issued: 12-13-2019

Production period: 11-01-2019 to 11-31-2019

Destination: US Market

CHEMICAL

ASTM C150 / AASHTO M85

ITEM (%)	Spec. Limit	TEST RESULT (%)
SiO ₂		20.6
Al ₂ O ₃	max 6.0 %	4.6
Fe ₂ O ₃	max 6.0 %	3.2
CaO		64.6
MgO	max 6.0 %	1.5
SO ₃	C ₃ A ≤ 8 %	max 3.0 % ⁽¹⁾
	C ₃ A > 8 %	max 3.5 %
Na ₂ O		0.15
K ₂ O		0.70
Loss on ignition	max 3.5 %	2.09
Insoluble residue	max 1.50 %	0.29
Free lime (%)		2.08
Alkalis equivalent		0.58
(4.75*C ₃ A) + C ₃ S (%)	max 100	95.02
Limestone addition	max 5 %	3.0
Sulfate expansion (14 days)	max 0.020%	0.016

⁽¹⁾ Cement is not exceeding the sulfate expansion at 14 days limit (ASTM-C1038)

PHYSICAL

ASTM C150 / AASHTO M85

ITEM	Spec. Limit	TEST RESULT
Blaine (m ₂ /kg)	min 260	413
Retained 45µm (%)		2.35
Autoclave expansion (%)	max 0.80	0.39
Setting time Vicat initial (minutes)		
min	45	115
max	375	190
Air content (% vol)	max 12 %	4.2

COMPRESSIVE STRENGTH (PSI)

1 day		2436
3 days	min 1740	3640
7 days	min 2760	4597
28 days		5728

MINERALOGICAL COMPOSITION

ASTM C150 / AASHTO M85

ITEM	Spec. Limit	TEST RESULT (%)
C ₃ S		62.6
C ₂ S		16.4
C ₃ A	max 8 %	6.8
C ₄ AF		10.1

Adjusted potential cement phase composition **ASTM C150**

PROCESSING ADDITION (If applicable):

Grinding aid

Notes

AVERAGE Production

The cement values represented by this certificate at the time of the shipment conform to the Standard requirements of the current edition of **ASTM C150/ C150M and AASHTO (Specification) M85**

Jaime Vidal/ Quality Manager



Brand: NewCem®
Material: Slag Cement
Type: Grade 120

Material Certification Report

Test Period: 01-Oct-2019 to 31-Oct-2019
Lot Number: Multiple Lots

Certification

This cement meets the specifications of ASTM C989 and AASHTO M 302 for Grade 120 slag cement.

General Information

Supplier: Holcim (US) Inc. d/b/a LafargeHolcim US	Source Location: Sparrows Point Plant
Address: 8700 West Bryn Mawr Ave Chicago, IL 60631	2001 Wharf Road Baltimore, MD 21219
Contact:	Contact: Brian Borowski / (630) 243-4699

The following is based on average test data during the test period. The data is typical of product shipped from this source; individual shipments may vary.

Test Data on ASTM Standard Requirements

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
Sulfide Sulfur (S) (%)	2.5 max	0.6	+45 µm (No. 325) Sieve (%)	20 max	2
			Blaine Fineness (m ² /kg)	-	641
Sulfate Sulfur (as SO ₃) ² (%)	-	0.7	Air Content (%)	12 max	5
Aluminum Oxide (as Al ₂ O ₃) (%)	-	11.1	Slag Activity Index (%)		
			Avg 7 Day Index	-	92.6
Chloride (Cl) (%)	-	0.033	Avg 28 Day Index (previous month's data)	115 min	127.6
Equivalent Alkalies (%)	-	0.5	Compressive Strength MPa (psi)		
			Slag + Reference Cement		
			7 Day	-	26.9 (3900)
			28 Day (previous month's data)	-	46.2 (6700)

Test Data on Reference Cement

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
Equivalent Alkalies (%)	0.60 - 0.90	0.78	7 Day	-	29.0 (4200)
			28 Day (previous month's data)	5000 min	36.3 (5260)

Notes (*1-5)

- 1 - Dashes in the limits columns means Not Applicable
- 2 - If calcium sulfate is added to slag cement, measure in accordance with Test Method C1038/C1038M. Slag cement with added calcium sulfate will not develop expansion exceeding 0.020% at 14 days.
- 3 - Information on Reference Cement test data available upon request.
- 4 - Specific Gravity: 2.91
- 5 - This data may have been reported on previous Material Certification Reports. It is typical of the cement being currently shipped.

Date Issued: 11/20/2019

Brian Borowski
Quality Manager, US MPC



**Department of
Transportation**

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

April 9, 2020

BYRAM CONCRETE & SUPPLY LLC
145 VIRGINIA ROAD
WHITE PLAINS, NY 10600

**RE: 2020 ANNUAL PORTLAND CEMENT
CONCRETE PLANT APPROVAL
LOCATION: N. White Plains
FACILITY # : C0357**

Dear Sir/Madam:

Please be advised that your Portland Cement Concrete plant facility as noted above has met the requirements of the New York State Department of Transportation Standard Specifications and was approved on **03/05/2020** for State production for the **2020** Construction Season.

If, at any time during the Season, you fail to meet the Specifications, this approval will be suspended until such time that corrections to the deficiencies are made.

If you have any questions, please feel free to contact this office.

Very truly yours,

Dominick Montagna
Regional Materials Engineer

\DMM



**Department of
Transportation**

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

April 9, 2020

BYRAM CONCRETE & SUPPLY LLC
145 VIRGINIA ROAD
WHITE PLAINS, NY 10600

**RE: 2020 ANNUAL PORTLAND CEMENT
CONCRETE PLANT APPROVAL
LOCATION: N. White Plains
FACILITY # : C0468**

Dear Sir/Madam:

Please be advised that your Portland Cement Concrete plant facility as noted above has met the requirements of the New York State Department of Transportation Standard Specifications and was approved on **03/05/2020** for State production for the **2020** Construction Season.

If, at any time during the Season, you fail to meet the Specifications, this approval will be suspended until such time that corrections to the deficiencies are made.

If you have any questions, please feel free to contact this office.

Very truly yours,

Dominick Montagna
Regional Materials Engineer

\DMM

AGGREGATE CERTIFICATION

April 27, 2020

Byram Concrete & Supply
145 Virginia Rd.
North White Plains, N. Y. 10603

Dear Valued Customer,

Roanoke Sand & Gravel Corp. certifies that the natural sand and gravel products mined and processed at our Middle Island, NY plant conform to the Standard Specification for Concrete Aggregates - Designation C 33 / C33M - 18 as published in the annual book of ASTM Standards, and NYSDOT Materials Item 703-07 Concrete Sand. To the best of our knowledge, our natural sand & gravel products are free of any hazardous materials or contamination and are clean virgin materials.

Our sand and gravel products are also currently approved by the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and appear on their approved list of fine and coarse aggregates. Our current Source Number is 10-16F,G, G1: our current Sand Test Number is 19AF044; our current Screened Gravel Test Number is 17AG54, and our current Crushed Gravel Test Number is 17AG57C.

Our mining site operates under the Environmental Conservation Law with a permit authorized by the New York State Department Of Environmental Conservation.

You may also visit us at our website : Roanokesand.com

If you require any additional technical information or assistance, please contact Tom O'Connor @ 631 924-4100 ext. 110.

We appreciate your business and look forward to continue supplying you with quality aggregates.

Sincerely,

James D. Barker
Roanoke Sand & Gravel Corp.



Department of Transportation

ANDREW M. CUOMO
Governor

JOAN McDONALD
Commissioner

March 18, 2015

Mr. Chris Suttmeier
Wingdale Materials Corporation, LLC
P.O. Box 1130
Wingdale, NY 12594

Geological Source Report Status: **Accepted**

Location: Wingdale Materials Corporation, LLC
Source No. 8- 49R,RFM
Wingdale, NY

This letter does not indicate the approval status of the source or the acceptability of the material derived therefrom.

Dear Mr. Suttmeier:

The 2015 Geologic Source Report Annual Module submitted for the proposed operating location noted above has been reviewed and accepted. The Geological Source Report Requirements for the 2015 season have been satisfied. However, if significant discrepancies between the report and the quarry operations are noted during field inspection, a revised report will be required. Please note there shall be no extension or alteration to the limits of the area of proposed operations without prior approval from this office.

Aggregate sources which satisfy all applicable requirements of Materials Method 29, issued July 2007 will appear on the Approved List of Sources of Fine and Coarse Aggregates. The Approved List is available on the Internet @

<https://www.dot.ny.gov/divisions/engineering/technical-services/materials-bureau/fine-coarse-aggregates>

If the producer or the consulting geologist have any questions regarding these matters, they may call Ms. Marilyn Bradley, or members of the staff in the Materials Bureau, Engineering Geology Section at (518) 457-1038.

Very truly yours,

Marilyn Bradley
Engineering Geology

MJB/KDR

File: 8- 49R,RFM

cc: Scott Kehoe, Region 8 Materials Engineer
Jeffrey Slade, Continental Placer, Inc.



EUCLID CHEMICAL

EUCON AEA-92

AIR ENTRAINING AGENT FOR CONCRETE

DESCRIPTION

EUCON AEA-92 is formulated for use as an air entraining admixture for concrete of all types and is manufactured under rigid control which assures uniform and precise performance. It should be added to the mix independently and not with other admixtures.

PRIMARY APPLICATIONS

- Ready mix concrete
- Structural concrete
- Mass concrete
- Paving concrete
- All exterior concrete

FEATURES/BENEFITS

- Provides a stable air void system with proper bubble size and spacing. This air void system protects concrete against damage caused by repeated freeze/thaw cycles
- Concrete is made more resistant to de-icing salts, sulfate attack and corrosive water
- Less mixing water can be used per yard (meter) of concrete and placeability is improved
- Minimizes bleeding and segregation of the concrete

TECHNICAL INFORMATION

EUCON AEA-92 is an aqueous solution compound of synthetic organic chemicals. It is compatible with concrete mixes containing calcium chloride, water reducing admixtures, retarding admixtures, or high range water reducers.

PACKAGING

EUCON AEA-92 is packaged in bulk, 275 gal (1041 L) totes, 55 gal (208 L) drums and 5 gal (18.9 L) pails.

SHELF LIFE

2 years in original, unopened package.

SPECIFICATIONS/COMPLIANCES

EUCON AEA-92 meets or exceeds the requirements of the following specifications:

- Corps of Engineers Specification CRD C-13
- ASTM Specification C 260
- AASHTO Specification M 154
- ANSI/NSF STD 61

DIRECTIONS FOR USE

EUCON AEA-92 is typically dosed at a rate of 0.1 to 4 oz per 100 lbs (6 to 260 mL per 100 kg) of total cementitious material to entrain 3% - 6% air content. The amount of EUCON AEA-92 will vary depending on type of cement, fineness of sand, temperature, design of the mix, other admixtures, etc. Concrete mixes must be tested regularly to confirm that proper air content is achieved. EUCON AEA 92 should be added directly to the sand to achieve maximum performance.

PRECAUTIONS/LIMITATIONS

- Consult your local Euclid Chemical representative for the proper dosage rate adjustments when using fly ash, slag or high range water reducers.
- Add to the mix independent of other admixtures.
- In all cases, consult the Safety Data Sheet before use.

Rev. 11.14

WARRANTY: The Euclid Chemical Company ("Euclid") solely and expressly warrants that its products shall be free from defects in materials and workmanship for one (1) year from the date of purchase. Unless authorized in writing by an officer of Euclid, no other representations or statements made by Euclid or its representatives, in writing or orally, shall alter this warranty. EUCLID MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AS TO THE MERCHANTABILITY OR FITNESS FOR ORDINARY OR PARTICULAR PURPOSES OF ITS PRODUCTS AND EXCLUDES THE SAME. If any Euclid product fails to conform with this warranty, Euclid will replace the product at no cost to Buyer. Replacement of any product shall be the sole and exclusive remedy available and buyer shall have no claim for incidental or consequential damages. Any warranty claim must be made within one (1) year from the date of the claimed breach. Euclid does not authorize anyone on its behalf to make any written or oral statements which in any way alter Euclid's installation information or instructions in its product literature or on its packaging labels. Any installation of Euclid products which fails to conform with such installation information or instructions shall void this warranty. Product demonstrations, if any, are done for illustrative purposes only and do not constitute a warranty or warranty alteration of any kind. Buyer shall be solely responsible for determining the suitability of Euclid's products for the Buyer's intended purposes.



THE NEW
CEMENT COMPANY

MATERIAL CERTIFICATION REPORT
TYPE I/II LOW ALKALI PORTLAND CEMENT

Address: 50, Route 132, Port-Daniel - Gascons
Canada (Québec) G0C 2N0

Contact: Jaime Vidal
Phone: (1) 418 396 3331 Ext:2008
E-mail: jaime.vidal@cmcinnis.com

Cement type: **Type I/II (Low Alkali)**
Date Issued: 12-13-2019
Production period: 11-01-2019 to 11-31-2019
Destination: US Market

CHEMICAL ASTM C150 / AASHTO M85		
ITEM (%)	Spec. Limit	TEST RESULT (%)
SiO ₂		20.6
Al ₂ O ₃	max 6.0 %	4.6
Fe ₂ O ₃	max 6.0 %	3.2
CaO		64.6
MgO	max 6.0 %	1.5
SO ₃	C ₃ A ≤ 8 %	max 3.0 % ⁽¹⁾
	C ₃ A > 8 %	max 3.5 %
Na ₂ O		0.15
K ₂ O		0.70
Loss on ignition	max 3.5 %	2.09
Insoluble residue	max 1.50 %	0.29
Free lime (%)		2.08
Alkalis equivalent		0.58
(4.75*C ₃ A) + C ₃ S (%)	max 100	95.02
Limestone addition	max 5 %	3.0
Sulfate expansion (14 days)	max 0.020%	0.016

⁽¹⁾ Cement is not exceeding the sulfate expansion at 14 days limit (ASTM-C1038)

MINERALOGICAL COMPOSITION ASTM C150 / AASHTO M85		
ITEM	Spec. Limit	TEST RESULT (%)
C ₃ S		62.6
C ₂ S		16.4
C ₃ A	max 8 %	6.8
C ₄ AF		10.1

Adjusted potential cement phase composition **ASTM C150**

PHYSICAL ASTM C150 / AASHTO M85		
ITEM	Spec. Limit	TEST RESULT
Blaine (m ₂ /kg)	min 260	413
Retained 45µm (%)		2.35
Autoclave expansion (%)	max 0.80	0.39
Setting time Vicat initial (minutes)		
min	45	115
max	375	190
Air content (% vol)	max 12 %	4.2

COMPRESSIVE STRENGTH (PSI)		
1 day		2436
3 days	min 1740	3640
7 days	min 2760	4597
28 days		5728

PROCESSING ADDITION (If applicable):
Grinding aid

Notes
AVERAGE Production

The cement values represented by this certificate at the time of the shipment conform to the Standard requirements of the current edition of **ASTM C150/ C150M and AASHTO (Specification) M85**

Jaime Vidal/ Quality Manager



Department of Transportation

ANDREW M. CUOMO
Governor

JOAN McDONALD
Commissioner

March 18, 2015

Mr. Chris Suttmeier
Wingdale Materials Corporation, LLC
P.O. Box 1130
Wingdale, NY 12594

Geological Source Report Status: **Accepted**

Location: Wingdale Materials Corporation, LLC
Source No. 8- 49R,RFM
Wingdale, NY

This letter does not indicate the approval status of the source or the acceptability of the material derived therefrom.

Dear Mr. Suttmeier:

The 2015 Geologic Source Report Annual Module submitted for the proposed operating location noted above has been reviewed and accepted. The Geological Source Report Requirements for the 2015 season have been satisfied. However, if significant discrepancies between the report and the quarry operations are noted during field inspection, a revised report will be required. Please note there shall be no extension or alteration to the limits of the area of proposed operations without prior approval from this office.

Aggregate sources which satisfy all applicable requirements of Materials Method 29, issued July 2007 will appear on the Approved List of Sources of Fine and Coarse Aggregates. The Approved List is available on the Internet @

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If the producer or the consulting geologist have any questions regarding these matters, they may call Ms. Marilyn Bradley, or members of the staff in the Materials Bureau, Engineering Geology Section at (518) 457-1038.

Very truly yours,

Marilyn Bradley
Engineering Geology

MJB/KDR

File: 8- 49R,RFM

cc: Scott Kehoe, Region 8 Materials Engineer
Jeffrey Slade, Continental Placer, Inc.

AGGREGATE CERTIFICATION

April 27, 2020

Byram Concrete & Supply
145 Virginia Rd.
North White Plains, N. Y. 10603

Dear Valued Customer,

Roanoke Sand & Gravel Corp. certifies that the natural sand and gravel products mined and processed at our Middle Island, NY plant conform to the Standard Specification for Concrete Aggregates - Designation C 33 / C33M - 18 as published in the annual book of ASTM Standards, and NYSDOT Materials Item 703-07 Concrete Sand. To the best of our knowledge, our natural sand & gravel products are free of any hazardous materials or contamination and are clean virgin materials.

Our sand and gravel products are also currently approved by the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and appear on their approved list of fine and coarse aggregates. Our current Source Number is 10-16F,G, G1; our current Sand Test Number is 19AF044; our current Screened Gravel Test Number is 17AG54, and our current Crushed Gravel Test Number is 17AG57C.

Our mining site operates under the Environmental Conservation Law with a permit authorized by the New York State Department Of Environmental Conservation.

You may also visit us at our website : Roanokesand.com

If you require any additional technical information or assistance, please contact Tom O'Connor @ 631 924-4100 ext. 110.

We appreciate your business and look forward to continue supplying you with quality aggregates.

Sincerely,

James D. Barker
Roanoke Sand & Gravel Corp.



Brand: NewCem®
Material: Slag Cement
Type: Grade 120

Material Certification Report

Test Period: 01-Oct-2019 to 31-Oct-2019
Lot Number: Multiple Lots

Certification

This cement meets the specifications of ASTM C989 and AASHTO M 302 for Grade 120 slag cement.

General Information

Supplier: Holcim (US) Inc. d/b/a LafargeHolcim US **Source Location:** Sparrows Point Plant
Address: 8700 West Bryn Mawr Ave 2001 Wharf Road
Chicago, IL 60631 Baltimore, MD 21219
Contact: **Contact:** Brian Borowski / (630) 243-4699

The following is based on average test data during the test period. The data is typical of product shipped from this source; individual shipments may vary.

Test Data on ASTM Standard Requirements

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
Sulfide Sulfur (S) (%)	2.5 max	0.6	+45 µm (No. 325) Sieve (%)	20 max	2
			Blaine Fineness (m ² /kg)	-	641
Sulfate Sulfur (as SO ₃) ² (%)	-	0.7	Air Content (%)	12 max	5
Aluminum Oxide (as Al ₂ O ₃) (%)	-	11.1	Slag Activity Index (%)		
			Avg 7 Day Index	-	92.6
Chloride (Cl) (%)	-	0.033	Avg 28 Day Index (previous month's data)	115 min	127.6
Equivalent Alkalies (%)	-	0.5	Compressive Strength MPa (psi)		
			Slag + Reference Cement		
			7 Day	-	26.9 (3900)
			28 Day (previous month's data)	-	46.2 (6700)

Test Data on Reference Cement

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
Equivalent Alkalies (%)	0.60 - 0.90	0.78	7 Day	-	29.0 (4200)
			28 Day (previous month's data)	5000 min	36.3 (5260)

Notes (*1-5)

- 1 - Dashes in the limits columns means Not Applicable
- 2 - If calcium sulfate is added to slag cement, measure in accordance with Test Method C1038/C1038M. Slag cement with added calcium sulfate will not develop expansion exceeding 0.020% at 14 days.
- 3 - Information on Reference Cement test data available upon request.
- 4 - Specific Gravity: 2.91
- 5 - This data may have been reported on previous Material Certification Reports. It is typical of the cement being currently shipped.

Date Issued: 11/20/2019

Brian Borowski
Quality Manager, US MPC



EUCON AEA-92

AIR ENTRAINING AGENT FOR CONCRETE

DESCRIPTION

EUCON AEA-92 is formulated for use as an air entraining admixture for concrete of all types and is manufactured under rigid control which assures uniform and precise performance. It should be added to the mix independently and not with other admixtures.

PRIMARY APPLICATIONS

- Ready mix concrete
- Structural concrete
- Mass concrete
- Paving concrete
- All exterior concrete

FEATURES/BENEFITS

- Provides a stable air void system with proper bubble size and spacing. This air void system protects concrete against damage caused by repeated freeze/thaw cycles
- Concrete is made more resistant to de-icing salts, sulfate attack and corrosive water
- Less mixing water can be used per yard (meter) of concrete and placeability is improved
- Minimizes bleeding and segregation of the concrete

TECHNICAL INFORMATION

EUCON AEA-92 is an aqueous solution compound of synthetic organic chemicals. It is compatible with concrete mixes containing calcium chloride, water reducing admixtures, retarding admixtures, or high range water reducers.

PACKAGING

EUCON AEA-92 is packaged in bulk, 275 gal (1041 L) totes, 55 gal (208 L) drums and 5 gal (18.9 L) pails.

SHELF LIFE

2 years in original, unopened package.

SPECIFICATIONS/COMPLIANCES

EUCON AEA-92 meets or exceeds the requirements of the following specifications:

- Corps of Engineers Specification CRD C-13
- ASTM Specification C 260
- AASHTO Specification M 154
- ANSI/NSF STD 61

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EUCON AEA-92 is typically dosed at a rate of 0.1 to 4 oz per 100 lbs (6 to 260 mL per 100 kg) of total cementitious material to entrain 3% - 6% air content. The amount of EUCON AEA-92 will vary depending on type of cement, fineness of sand, temperature, design of the mix, other admixtures, etc. Concrete mixes must be tested regularly to confirm that proper air content is achieved. EUCON AEA 92 should be added directly to the sand to achieve maximum performance.

PRECAUTIONS/LIMITATIONS

- Consult your local Euclid Chemical representative for the proper dosage rate adjustments when using fly ash, slag or high range water reducers.
- Add to the mix independent of other admixtures.
- In all cases, consult the Safety Data Sheet before use.

Rev. 11.14

WARRANTY: The Euclid Chemical Company ("Euclid") solely and expressly warrants that its products shall be free from defects in materials and workmanship for one (1) year from the date of purchase. Unless authorized in writing by an officer of Euclid, no other representations or statements made by Euclid or its representatives, in writing or orally, shall alter this warranty. EUCLID MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AS TO THE MERCHANTABILITY OR FITNESS FOR ORDINARY OR PARTICULAR PURPOSES OF ITS PRODUCTS AND EXCLUDES THE SAME. If any Euclid product fails to conform with this warranty, Euclid will replace the product at no cost to Buyer. Replacement of any product shall be the sole and exclusive remedy available and buyer shall have no claim for incidental or consequential damages. Any warranty claim must be made within one (1) year from the date of the claimed breach. Euclid does not authorize anyone on its behalf to make any written or oral statements which in any way alter Euclid's installation information or instructions in its product literature or on its packaging labels. Any installation of Euclid products which fails to conform with such installation information or instructions shall void this warranty. Product demonstrations, if any, are done for illustrative purposes only and do not constitute a warranty or warranty alteration of any kind. Buyer shall be solely responsible for determining the suitability of Euclid's products for the Buyer's intended purposes.



**Department of
Transportation**

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

April 9, 2020

BYRAM CONCRETE & SUPPLY LLC
145 VIRGINIA ROAD
WHITE PLAINS, NY 10600

**RE: 2020 ANNUAL PORTLAND CEMENT
CONCRETE PLANT APPROVAL
LOCATION: N. White Plains
FACILITY # : C0357**

Dear Sir/Madam:

Please be advised that your Portland Cement Concrete plant facility as noted above has met the requirements of the New York State Department of Transportation Standard Specifications and was approved on **03/05/2020** for State production for the **2020** Construction Season.

If, at any time during the Season, you fail to meet the Specifications, this approval will be suspended until such time that corrections to the deficiencies are made.

If you have any questions, please feel free to contact this office.

Very truly yours,

Dominick Montagna
Regional Materials Engineer

\DMM



**Department of
Transportation**

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

April 9, 2020

BYRAM CONCRETE & SUPPLY LLC
145 VIRGINIA ROAD
WHITE PLAINS, NY 10600

**RE: 2020 ANNUAL PORTLAND CEMENT
CONCRETE PLANT APPROVAL
LOCATION: N. White Plains
FACILITY # : C0468**

Dear Sir/Madam:

Please be advised that your Portland Cement Concrete plant facility as noted above has met the requirements of the New York State Department of Transportation Standard Specifications and was approved on **03/05/2020** for State production for the **2020** Construction Season.

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Very truly yours,

Dominick Montagna
Regional Materials Engineer

\DMM



NYSDOT SiteManager Reporting System
MATERIALS BUREAU
CONCRETE MIX DESIGN
CUSTOMARY UNITS

5/30/2017 2:52:03 PM

Page 12 of 37

MIX ID	Class	Facility #
C046817012	CLASS-HP	C0468
		Byram Concrete & Supply Inc.
		North White Plains (Plant 2)

Air Content %	Slump (in.)	W/C
5.0 - 8.0	3.00 - 5.00	0.40

Material/Supplier	Specific Gravity	Fineness Modulus	SSD Wt. (lbs)	SOI. Vol. (cubic ft.)
701-CEMENT CEMSUP Generic Cement for Mix Design Use Only Cement Supplier for Mix Design Use Only	3.15		500	2.544
703-020101 8-49R #1 Crushed Stone Wingdale Materials LLC Wingdale, NY Absorption = 0.6%	2.81		927	5.287
703-020102 8-49R #2 Crushed Stone Wingdale Materials LLC Wingdale, NY Absorption = 0.6%	2.81		927	5.287
703-0700 10-16F Concrete Sand Roanoke Sand & Gravel Corp. Middle Island, NY Absorption = 0.2%	2.62	2.70	1106	6.770
711-11GNRC AAAAAM Generic Microsilica-For Mix Designs ONLY Generic Microsilica Manufacturer	2.2		40	0.291
711-12GNRC AAAAAS Generic GGBFS - For Mix Designs ONLY Generic GGBFS Manufacturer	2.92		135	0.741
712-0100 C0468 Water Byram Concrete & Supply Inc. North White Plains (Plant 2)	1		270	4.327
Air (%)	6.5			1.755
Totals			3905	27.002
Unit Weight (pcf)				144.6

REMARKS: Requires the addition of a water reducing admixture and/or water-reducing and retarding admixture. Refer to §501-3.01 B, Admixtures. If Class-HP is to be used for Item 557, it must contain a water reducer/retarder.

CLASS-HP with GGBFS (20%)



**Department of
Transportation**

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April 9, 2020

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Dominick Montagna
Regional Materials Engineer

\DMM



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April 9, 2020

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If you have any questions, please feel free to contact this office.

Very truly yours,

Dominick Montagna
Regional Materials Engineer

\DMM



Material Certification Report

Material: Blended Cement

Test Period: 01-Nov-2019 to 30-Nov-2019

Type: IP (8) Silica Fume

Date Issued: 07-Jan-2020

Certification

This cement meets the specifications of ASTM C595 and AASHTO M240 for Type IP cement.

General Information

Supplier: Holcim (US) Inc. d/b/a LafargeHolcim US

Source Location: Whitehall Plant Silo: B-8

Address: 8700 West Bryn Mawr Ave
Chicago, IL 60631

5160 Main St
Whitehall, PA 18052

Contact: James Hess / (610) 261-3447

The following is based on average test data during the test period. The data is typical of product shipped from this source; individual shipments may vary.

Test Data on ASTM Standard Requirements

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
MgO (%)	6.0 max	2.7	+45 um (No. 325) Sieve (%)	-	2.4
Sulfate as SO ₃ (%) ²	4.0 max	3.6	Blaine Fineness (m ² /kg)	-	647
Loss on Ignition (%)	5.0 max	3.6	Density (g/cm ³) (Specific Gravity)	-	3.0
Equivalent Alkalies (%)	-	1.0	Autoclave (%) (C151)	-0.20-0.80	0.03
Fly Ash (%)	40 max	-	Initial Vicat (minutes)	45-420	120
Silica Fume (%)	40 max	9	Air Content (%)	12 max	10
Natural Pozzolan (%)	40 max	-	Compressive Strength MPa (psi)		
			3 day	13.0 (1890) min	24.8 (3600)
			7 day	20.0 (2900) min	34.5 (5000)
			28 day (previous month's data)	25.0 (3630) min	51.6 (7480)
			Mortar Bar Expansion (%) (C1038)	0.020 max	0.003
			Sulfate Exp. @180 days(%) (C1012) ³	0.10 max	0.02

Test Data on ASTM Optional Requirements

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result

Notes (*1-9)

¹ Dashes in the limits columns means Not Applicable

² It is permissible to exceed the specification limit provided that ASTM C1038 Mortar Bar Expansion does not exceed 0.020% at 14 days.

³ Current Production run not available; most recent results provided. The ASTM C1012 limit for moderate sulfate expansion is 0.10% maximum at 180 days; the limit for high sulfate expansion is either 0.05% maximum at 180 days or 0.10% maximum at one year.

We certify that the above described cement, at the time of shipment, meets the chemical and physical requirements of ASTM C-595 and AASHTO M-240.

Meets the chemical and Physical requirements of ASTM C-595 and AASHTO M-240

This product meets the requirements of NYSDOT Item 701-03, Type SF blended cement, with alkali levels which exceed 0.70%



Brand: NewCem®
Material: Slag Cement
Type: Grade 120

Material Certification Report

Test Period: 01-Oct-2019 to 31-Oct-2019
Lot Number: Multiple Lots

Certification

This cement meets the specifications of ASTM C989 and AASHTO M 302 for Grade 120 slag cement.

General Information

Supplier: Holcim (US) Inc. d/b/a LafargeHolcim US	Source Location: Sparrows Point Plant
Address: 8700 West Bryn Mawr Ave Chicago, IL 60631	2001 Wharf Road Baltimore, MD 21219
Contact:	Contact: Brian Borowski / (630) 243-4699

The following is based on average test data during the test period. The data is typical of product shipped from this source; individual shipments may vary.

Test Data on ASTM Standard Requirements

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
Sulfide Sulfur (S) (%)	2.5 max	0.6	+45 µm (No. 325) Sieve (%)	20 max	2
			Blaine Fineness (m ² /kg)	-	641
Sulfate Sulfur (as SO ₃) ² (%)	-	0.7	Air Content (%)	12 max	5
Aluminum Oxide (as Al ₂ O ₃) (%)	-	11.1	Slag Activity Index (%)		
			Avg 7 Day Index	-	92.6
Chloride (Cl) (%)	-	0.033	Avg 28 Day Index (previous month's data)	115 min	127.6
Equivalent Alkalies (%)	-	0.5	Compressive Strength MPa (psi)		
			Slag + Reference Cement		
			7 Day	-	26.9 (3900)
			28 Day (previous month's data)	-	46.2 (6700)

Test Data on Reference Cement

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
Equivalent Alkalies (%)	0.60 - 0.90	0.78	7 Day	-	29.0 (4200)
			28 Day (previous month's data)	5000 min	36.3 (5260)

Notes (*1-5)

- 1 - Dashes in the limits columns means Not Applicable
- 2 - If calcium sulfate is added to slag cement, measure in accordance with Test Method C1038/C1038M. Slag cement with added calcium sulfate will not develop expansion exceeding 0.020% at 14 days.
- 3 - Information on Reference Cement test data available upon request.
- 4 - Specific Gravity: 2.91
- 5 - This data may have been reported on previous Material Certification Reports. It is typical of the cement being currently shipped.

Date Issued: 11/20/2019

Brian Borowski
Quality Manager, US MPC



Department of Transportation

ANDREW M. CUOMO
Governor

JOAN McDONALD
Commissioner

March 18, 2015

Mr. Chris Suttmeier
Wingdale Materials Corporation, LLC
P.O. Box 1130
Wingdale, NY 12594

Geological Source Report Status: **Accepted**

Location: Wingdale Materials Corporation, LLC
Source No. 8- 49R,RFM
Wingdale, NY

This letter does not indicate the approval status of the source or the acceptability of the material derived therefrom.

Dear Mr. Suttmeier:

The 2015 Geologic Source Report Annual Module submitted for the proposed operating location noted above has been reviewed and accepted. The Geological Source Report Requirements for the 2015 season have been satisfied. However, if significant discrepancies between the report and the quarry operations are noted during field inspection, a revised report will be required. Please note there shall be no extension or alteration to the limits of the area of proposed operations without prior approval from this office.

Aggregate sources which satisfy all applicable requirements of Materials Method 29, issued July 2007 will appear on the Approved List of Sources of Fine and Coarse Aggregates. The Approved List is available on the Internet @

<https://www.dot.ny.gov/divisions/engineering/technical-services/materials-bureau/fine-coarse-aggregates>

If the producer or the consulting geologist have any questions regarding these matters, they may call Ms. Marilyn Bradley, or members of the staff in the Materials Bureau, Engineering Geology Section at (518) 457-1038.

Very truly yours,

Marilyn Bradley
Engineering Geology

MJB/KDR
File: 8- 49R,RFM
cc: Scott Kehoe, Region 8 Materials Engineer
Jeffrey Slade, Continental Placer, Inc.

AGGREGATE CERTIFICATION

April 27, 2020

Byram Concrete & Supply
145 Virginia Rd.
North White Plains, N. Y. 10603

Dear Valued Customer,

Roanoke Sand & Gravel Corp. certifies that the natural sand and gravel products mined and processed at our Middle Island, NY plant conform to the Standard Specification for Concrete Aggregates - Designation C 33 / C33M - 18 as published in the annual book of ASTM Standards, and NYSDOT Materials Item 703-07 Concrete Sand. To the best of our knowledge, our natural sand & gravel products are free of any hazardous materials or contamination and are clean virgin materials.

Our sand and gravel products are also currently approved by the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and appear on their approved list of fine and coarse aggregates. Our current Source Number is 10-16F,G, G1; our current Sand Test Number is 19AF044; our current Screened Gravel Test Number is 17AG54, and our current Crushed Gravel Test Number is 17AG57C.

Our mining site operates under the Environmental Conservation Law with a permit authorized by the New York State Department Of Environmental Conservation.

You may also visit us at our website : Roanokesand.com

If you require any additional technical information or assistance, please contact Tom O'Connor @ 631 924-4100 ext. 110.

We appreciate your business and look forward to continue supplying you with quality aggregates.

Sincerely,

James D. Barker
Roanoke Sand & Gravel Corp.



EUCLID CHEMICAL

EUCON AEA-92

AIR ENTRAINING AGENT FOR CONCRETE

DESCRIPTION

EUCON AEA-92 is formulated for use as an air entraining admixture for concrete of all types and is manufactured under rigid control which assures uniform and precise performance. It should be added to the mix independently and not with other admixtures.

PRIMARY APPLICATIONS

- Ready mix concrete
- Structural concrete
- Mass concrete
- Paving concrete
- All exterior concrete

FEATURES/BENEFITS

- Provides a stable air void system with proper bubble size and spacing. This air void system protects concrete against damage caused by repeated freeze/thaw cycles
- Concrete is made more resistant to de-icing salts, sulfate attack and corrosive water
- Less mixing water can be used per yard (meter) of concrete and placeability is improved
- Minimizes bleeding and segregation of the concrete

TECHNICAL INFORMATION

EUCON AEA-92 is an aqueous solution compound of synthetic organic chemicals. It is compatible with concrete mixes containing calcium chloride, water reducing admixtures, retarding admixtures, or high range water reducers.

PACKAGING

EUCON AEA-92 is packaged in bulk, 275 gal (1041 L) totes, 55 gal (208 L) drums and 5 gal (18.9 L) pails.

SHELF LIFE

2 years in original, unopened package.

SPECIFICATIONS/COMPLIANCES

EUCON AEA-92 meets or exceeds the requirements of the following specifications:

- Corps of Engineers Specification CRD C-13
- ASTM Specification C 260
- AASHTO Specification M 154
- ANSI/NSF STD 61

DIRECTIONS FOR USE

EUCON AEA-92 is typically dosed at a rate of 0.1 to 4 oz per 100 lbs (6 to 260 mL per 100 kg) of total cementitious material to entrain 3% - 6% air content. The amount of EUCON AEA-92 will vary depending on type of cement, fineness of sand, temperature, design of the mix, other admixtures, etc. Concrete mixes must be tested regularly to confirm that proper air content is achieved. EUCON AEA 92 should be added directly to the sand to achieve maximum performance.

PRECAUTIONS/LIMITATIONS

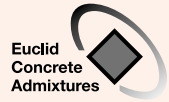
- Consult your local Euclid Chemical representative for the proper dosage rate adjustments when using fly ash, slag or high range water reducers.
- Add to the mix independent of other admixtures.
- In all cases, consult the Safety Data Sheet before use.

Rev. 11.14

WARRANTY: The Euclid Chemical Company ("Euclid") solely and expressly warrants that its products shall be free from defects in materials and workmanship for one (1) year from the date of purchase. Unless authorized in writing by an officer of Euclid, no other representations or statements made by Euclid or its representatives, in writing or orally, shall alter this warranty. EUCLID MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AS TO THE MERCHANTABILITY OR FITNESS FOR ORDINARY OR PARTICULAR PURPOSES OF ITS PRODUCTS AND EXCLUDES THE SAME. If any Euclid product fails to conform with this warranty, Euclid will replace the product at no cost to Buyer. Replacement of any product shall be the sole and exclusive remedy available and buyer shall have no claim for incidental or consequential damages. Any warranty claim must be made within one (1) year from the date of the claimed breach. Euclid does not authorize anyone on its behalf to make any written or oral statements which in any way alter Euclid's installation information or instructions in its product literature or on its packaging labels. Any installation of Euclid products which fails to conform with such installation information or instructions shall void this warranty. Product demonstrations, if any, are done for illustrative purposes only and do not constitute a warranty or warranty alteration of any kind. Buyer shall be solely responsible for determining the suitability of Euclid's products for the Buyer's intended purposes.

PLASTOL 5000

HIGH RANGE WATER REDUCING ADMIXTURE



DESCRIPTION

PLASTOL 5000 is a ready to use polycarboxylate based, high range water-reducing admixture for concrete. PLASTOL 5000 increases early concrete strength as well as ultimate strength. PLASTOL 5000 can be used to produce increased concrete slump or to significantly reduce water demand for a specific slump. PLASTOL 5000 can be added at the plant or jobsite and is compatible with other admixtures. PLASTOL 5000 contains no added chlorides.

PRIMARY APPLICATIONS

- High performance concrete
- Self-compacting concrete
- Precast concrete
- Low water/cement ratio concrete
- High early strength applications

FEATURES/BENEFITS

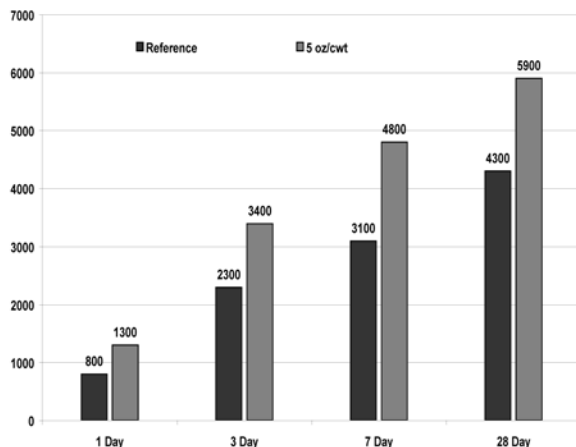
- Low water/cement ratio reduces water demand
- Self-compacting concrete reduces labor costs
- High early strength reduces energy costs
- Controlled setting times reduces labor costs

TECHNICAL INFORMATION

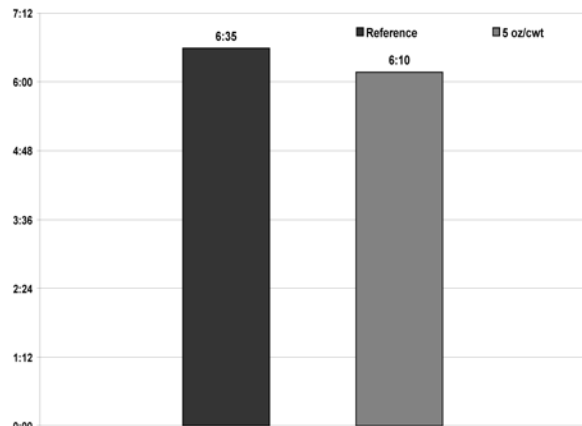
Performance Data:

The following test results were achieved using typical ASTM C 494 mix design requirements, 517 lb/yd³ (307 kg/m³) cement content and similar (± 0.5)% air content. These results were obtained under laboratory conditions with materials and mix designs meeting the specifications of ASTM C 494. Changes in materials and mix designs can affect the dosage response of PLASTOL 5000.

Plastol 5000 Compressive Strength Results (psi)



Plastol 5000 Set Time Results (hr:min)



The Euclid Chemical Company

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Phone: [216] 531-9222 • Toll-free: [800] 321-7628 • Fax: [216] 531-9596
www.euclidchemical.com

An **RPM** Company



PACKAGING

PLASTOL 5000 is packaged in bulk, 275 gal (1041 L) totes, 55 gal (208 L) drums and 5 gal (18.9 L) pails.

SHELF LIFE

1 years in original, unopened container.

SPECIFICATIONS/COMPLIANCES

Fully complies with the requirements of:

- ASTM C 494, Type F admixture and AASHTO M 194 Type F admixture.
- ASTM C 1017 as a Type I admixture.
- ANSI/NSF STD 61 registered

DIRECTIONS FOR USE

PLASTOL 5000 can be added to the initial batch water or directly on the freshly batched concrete and mixed for approximately 5 minutes or 70 revolutions. However, better results have been observed batching directly on the freshly batched concrete. It should not come into contact with dry cement or other admixtures until mixed thoroughly with the concrete batch.

PLASTOL 5000 is typically used at dosages of 3 to 15 oz per 100 lbs (200 to 980 mL per 100 kg) of cementitious material. Other dosages are acceptable with prior testing and confirmation of the desired performance with specific materials being used.

For any concrete application including Self-Consolidating Concrete (SCC), the dosage of PLASTOL 5000 will vary depending on the mix design, local materials, and individual needs of the concrete producer. Trial mixes should be run to verify plastic and hardened performance with local materials. If the material gradations are not optimum for SCC, a viscosity modifier may be used to improve the quality of the mix. Please consult a local Euclid Chemical Sales Professional for trial mixtures and dosage recommendations.

PLASTOL 5000 is compatible with most admixtures including air-entraining agents, accelerators, most water-reducers, retarders, shrinkage reducers, corrosion inhibitors, viscosity modifiers, and microsilica; however, each material should be added to the concrete separately. Please contact a Euclid Sales Professional for any compatibility issues.

PRECAUTIONS / LIMITATIONS

- Care should be taken to maintain Plastol 5000 above freezing; however, freezing and subsequent thawing will not harm the material if thoroughly agitated. Never agitate with air or an air lance.
- Keep concrete from freezing until a minimum strength of 1000 psi (7 MPa) is reached.
- If re-dosing Plastol 5000 at the jobsite, it is recommended that the air content is checked to conform to job specifications.
- In all cases, consult the Material Safety Data Sheet before use.

Rev. 10.10

WARRANTY: The Euclid Chemical Company ("Euclid") solely and expressly warrants that its products shall be free from defects in materials and workmanship for one (1) year from the date of purchase. Unless authorized in writing by an officer of Euclid, no other representations or statements made by Euclid or its representatives, in writing or orally, shall alter this warranty. EUCLID MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AS TO THE MERCHANTABILITY OR FITNESS FOR ORDINARY OR PARTICULAR PURPOSES OF ITS PRODUCTS AND EXCLUDES THE SAME. If any Euclid product fails to conform with this warranty, Euclid will replace the product at no cost to Buyer. Replacement of any product shall be the sole and exclusive remedy available and buyer shall have no claim for incidental or consequential damages. Any warranty claim must be made within one (1) year from the date of the claimed breach. Euclid does not authorize anyone on its behalf to make any written or oral statements which in any way alter Euclid's installation information or instructions in its product literature or on its packaging labels. Any installation of Euclid products which fails to conform with such installation information or instructions shall void this warranty. Product demonstrations, if any, are done for illustrative purposes only and do not constitute a warranty or warranty alteration of any kind. Buyer shall be solely responsible for determining the suitability of Euclid's products for the Buyer's intended purposes.