Rockland Green 172 Main Street Nanuet, NY 10954

REQUEST FOR PROPOSALS

RFP 2023-13

Concrete Pit & Foundation for Axle Truck Scale

At The

Hillburn Transfer Station

December 5, 2023

TABLE OF CONTENTS

RECEIPT CONFIRMATION

NOTICE TO PROPOSERS

I.	PURPOSE OF RFP	.3
II.	BACKGROUND	.3
III.	SCOPE OF SUMMARY	. 4
IV.	PROCUREMENT SCHEDULE	. 4
v.	CONSTRUCTION SCHEDULE	.4
VI.	QUESTIONS	. 6
VII.	PROPOSAL SUBMISSION REQUIREMENTS	. 6
VIII.	STATEMENT OF RIGHTS AND GENERAL PROCUREMENT CONDITIONS	.7
IX.	DETAILED SCOPE OF SERVICES	13
х.	QUALIFICATIONS AND EXPERIENCE	14
XI.	COMPENSATION	15
XII.	CONTENTS OF PROPOSALS	17
XIII.	PROPOSAL EVALUATION	18

APPENDICES

Appendix A – Proposal Forms (Must be completed as part of the Proposal)

<u>Business Proposal Forms</u>	
Business Proposal Form 1	Signature Page
Business Proposal Form 2	Addenda Acknowledgement Form
Business Proposal Form 3	Exceptions Taken to this Request for Proposals
Business Proposal Form 4	Form of Security Bond and Consent of Surety
Business Proposal Form 5	Surety Letter of Intent
Business Proposal Form 6	Contractor Qualifications
Business Proposal Form 7	Statement of Non-Collusion
Business Proposal Form 8	Disclosure Statement
Business Proposal Form 9	Affirmative Action Plan
Business Proposal Form 10	FOIL Acknowledgement Form
Business Proposal Form 11	Proposer Questions
Business Proposal Form 12	Disclosure of Contractor Responsibility Statement

Price Proposal Forms Price Proposal Form 1

- **Appendix B Insurance Requirements**
- Appendix C Prevailing Wage
- **Appendix D Technical Specifications (including own Table of Contents)**

Appendix E – Drawings

Appendix F – Draft Contract

RECEIPT CONFIRMATION

[This form must be completed by each member of the Proposer team]

PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM WITHIN FIVE (5) BUSINESS DAYS OF RECEIVING THE RFP PACKAGE TO:

Ms. Dee Louis, Engineer II		
Rockland Green 172 Main Street		
Nanuet. NY 10954		
Phone: (845) 753-2200 (Ext. 613)		
Fax: (845) 753-2281		
Email: <u>dlouis@rocklandgreen.com</u>		
Failure to return this form may result in RFP.	no further communicatior	n or addenda regarding this
Company Name:		
Address:		
City:	State:	Zip Code:
Contact:		
Phone Number:	Fax Number:	
Email:		
I have received a copy of the above noted	l Proposal.	
We will be submitting a Pr	oposal (for RFP #2023-13)	
We will NOT be submitting	g a Proposal (please indicat	e reason)
I authorize Rockland Green to send furthe an urgent nature by the following method	er correspondence that Roc d:	kland Green deems to be of
Courier Collect: Mail:		
Signature:		
Title:		

NOTICE TO PROPOSERS

RFP 2023-13

Concrete Pit and Foundation for Axle Truck Scale at the Hillburn Transfer Station

NOTICE IS HEREBY GIVEN THAT Rockland Green is seeking proposals for the installation of a concrete pit and foundation for an axle truck scale at the Hillburn Transfer Station located at 50 Baler Blvd, Hillburn, NY 10931.

The Request for Proposal ("RFP") document # RFP 2023-13 may be obtained from the offices of Rockland Green located at 172 Main Street, Nanuet, NY 10954. between the hours of 9:00 AM and 4:00 PM, Monday through Friday, except holidays, on or after *December 5, 2023*.

Sealed proposals will be received by Rockland Green until *January 9, 2024 at 2:00* p.m. local time, in the offices of Rockland Green, located at 172 Main Street, Nanuet, NY 10954. Any proposals not delivered in person should be mailed to: Dee Louis, Engineer II, Rockland Green, 172 Main Street, Nanuet, NY 10954.

All proposals shall be submitted in sealed envelopes and shall be plainly marked on the outside with the statement "RFP 2023-13" with the Proposer's name and the title of the RFP. The attention of the Proposers is directed to the applicable federal, state, and local law requirements and to the "Affidavit of Non-Collusion" in the proposal forms. Rockland Green encourages the fullest possible utilization of minority and women's business enterprises (M/WBE's).

By order of Rockland Green 172 Main Street Nanuet, New York 10954 By: Gerard M. Damiani, Jr., Executive Director

I. PURPOSE OF RFP

The Rockland County Solid Waste Management Authority d/b/a Rockland Green is issuing this Request for Proposals ("RFP") to companies who are interested in providing the services described herein.

II. BACKGROUND

Rockland Green is a public benefit corporation organized and existing under the laws of the State of New York. Rockland Green's administrative offices are located at 172 Main Street Nanuet, NY 10954. Rockland Green's purpose, as reflected in its mission statement, is to "serve the people of Rockland County well by providing needed solid waste management services in order to protect and enhance our environment in a high quality, ethical, courteous, timely and cost-effective manner." Rockland Green owns and operates multiple facilities that handle various types of waste streams. These facilities include a biosolids co-composting facility; a materials recovery facility; three transfer stations consisting of the Bowline Transfer Station, the West Nyack (Clarkstown) Transfer Station, and the Hillburn Transfer Station; three leaf composting facilities consisting of the Hillburn Yard Waste Composting Facility, the Clarkstown Yard Waste Composting Facility which produces compost and mulch, and the French Farms leaf composting facility; a concrete and asphalt crushing operation; a household hazardous waste facility; and a recyclables drop off area. All facilities are located within the County of Rockland but within three separate towns.

To improve operating efficiencies and weight control for outgoing loads, Rockland Green intends to relocate an axle truck scale from another transfer station to the Hillburn Transfer Station that will be installed within, and on the existing load-out ramp near the exit of the load out area (just prior to the existing overhead door). Thus, the work will also include removal and re-grading a portion of both the interior load-out ramp and the exterior concrete apron outside the existing overhead door.

Prior to installation of the axle truck scale (by others), a new concrete foundation and scale pit will be required for placement of the truck scale. The work will include demolition of existing concrete slabs and bollards, a new (shallow) concrete vault to house the axle scale, concrete approach ramp, exit ramp, transitional (flat) concrete pads, embedded electrical

Request for Proposals RFP 2023-13 Concrete Pit & Foundation for Axle Truck Scale conduit (as required by scale supplier), and exterior concrete slab transitional work to meet existing grades.

The purpose of this RFP is to solicit proposals for completing the concrete foundation for the new interior axle scale and associated work activities.

III. SCOPE OF SERVICES SUMMARY

Rockland Green's objective is to enter into a contract with the selected Proposer to provide the following services:

The scope of work listed below includes furnishing all concrete, steel, grout, equipment, materials, labor, rental equipment, and miscellaneous tools to satisfactorily complete the requested work to the acceptance of Rockland Green, all in accordance with this RFP.

- Installing a temporary barrier wall to separate ongoing operations from construction activities to the limits shown on the contract drawings. The barrier wall shall consist of a double stack high, concrete block temporary barricade (blocks are approx. 2' x 2' x 6'). Rockland Green will provide the concrete blocks and Proposer shall install and ultimately remove the blocks to an on-site location directed by Rockland Green.
- 2. Saw cutting and demolition of existing concrete slabs within the limits shown on the contract drawings, including removal of two (2) bollards. The Proposer shall be responsible to collect, transport, and dispose of all concrete debris at Rockland Green's Concrete and Asphalt Crushing Facility at the Clarkstown Transfer Station, West Nyack, NY. Size and material requirements may be found on Rockland Green's Web site: www.rocklandgreen.com . All material shall be weighed at the Clarkstown Transfer Station, but the tip fee will be waived.
- 3. Subsurface preparation and installation of a cast-in-place concrete pit and foundation for the relocated axle truck scale, including edge protection, bumpers, approach and exit ramps, transitional concrete pads before and after the scale, load cell grout pads, exterior transitions to meet existing grades, structural backfill and geotextile material, embedded conduit (through scale pit as shown on drawings), replacement bollards, and pavement

patching (as necessary), all in accordance with the drawings and technical specifications prepared by EDR (Engineer).

- 4. A precast concrete pit is allowed but Proposer shall be solely responsible for completing the project within the time frame specified in this RFP 2023-13. All work shall be completed by March 29, 2024. Also be advised that no construction activities shall begin until the precast structure (if used) arrives on site. Lead time for a proposed precast structure shall be clearly noted on the Proposer's Price Proposal Form and will be considered as part of the proposal review process.
- 5. Furnish and install the scale pit drain and 4-inch ductile iron pipe drain as shown on the drawings.
- 6. Site restoration as necessary to repair existing surface conditions that are disturbed or damaged during construction activities.
- Preparation and submittal of all required shop drawings as outlined in the technical specifications. No work shall commence until shop drawings have been reviewed and approved by Rockland Green's Engineer.
- 8. Preparation and submittal of a construction schedule for review and acceptance by Rockland Green.
- 9. Coordination with Rockland Green and the truck scale supplier/installer to confirm field dimensions, tolerances, and final elevations for scale installation.
 - a. Scale Contact: Atlantic Scale Company, Inc., 136 Washington Avenue, Nutley, NJ
 07110 (973) 661-7090 (Scale Manufacturer is Mettler Toledo)
- Preparation and submittal of as-built drawings to engineer for preparation of Record Drawings.
- 11. <u>Time is of the Essence</u>: All work directly associated with the concrete foundation for the new scale shall be completed no later than March 29, 2024, but sooner is preferred in consideration of ongoing operations. High, early strength concrete is specified and shall be cured in accordance with the specifications and ACI standard guidelines and procedures for cold weather concrete installation.

- 12. Overtime and weekend work is allowed with advance notification to Rockland Green. New York State Prevailing Wage Rates apply. Contractor is responsible for scheduling crew size, work sequencing, and work hour schedules to complete the specified work, including planning for overtime and weekend work as part of, and included with, the submitted lump sum prices. No additional compensation for overtime or weekend work will be considered.
- 13. Final pavement repair: Asphalt cold patch shall be used and maintained as a temporary exterior surface around the concrete exit ramp if required. Final pavement patching shall include saw cutting damaged pavement to sound asphalt and shall match existing pavement depth. Pavement patch shall consist of 4-inches of NYSDOT Superpave 402.25 Binder Course, and 2-inches of NYSDOT Superpave 402.12 Top Course.

Coordination With Ongoing Operations

1. All work activities shall be coordinated with Rockland Green. Adjustments or deviations to the daily work schedule can only be approved by Rockland Green.

2. Transfer operations will continue during the work associated with the new concrete foundation and axle scale installation.

3. Hours of operation at the transfer station are:

Monday thru Friday; 7:00 am-4:00 pm

Saturday: 7:00 am-12:00 pm

Proposers must identify on Business Proposal Form 3, any and all of the exceptions taken to the scope of services, or any other aspect of the requirements stated in this RFP. Failure to identify such exceptions in the proposal may result in Rockland Green's rejection of the proposal.

IV. PROCUREMENT SCHEDULE

Issuance of RFP ⁽¹⁾	December 5, 2023
Pre-Proposal Site Visit ⁽²⁾	December 18, 2023
Deadline for Clarification Questions from Proposers	December 22, 2023

Axle	Truck Scale	

Rockland Green Response to Clarification Questions	December 29, 2023
Deadline for Submittals	January 9, 2024
Award of Contract	January 25, 2024

- Within five (5) business days following the receipt of the RFP package, the Receipt Confirmation Form
 found at the front of this RFP must be completed and returned to Rockland Green as indicated thereon.
- Pre-Proposal site visit will be held at 4:30 p.m. at the Hillburn Transfer Station located at 50 Baler Blvd,
 Hillburn, NY 10931. Site visit is mandatory.
- (3) Proposals are due no later than 2:00 p.m. on the Proposal due date. One (1) original and three (3) hard copies of each Proposal shall be submitted in a single envelope, bearing on the outside the name of the Proposer and the name of the procurement.

V. CONSTRUCTION SCHEDULE

Time is of the essence for completion of construction activities. It is Rockland Green's intent to maintain a full level of service (ongoing operations) at the Transfer Station during the active construction period and access to the Transfer Station will be shared. Coordination will be necessary for some work activities which may include vehicle routing and temporary truck loadout areas. Coordination with Rockland Green is expected to ensure that transfer station operations will not be disrupted-

Construction activities shall not begin until Proposer has completed or received the following:

- 1. A fully executed Contract, including all required forms, bonds, and proof of insurance.
- 2. A written Notice to Proceed from Rockland Green.
- Submittal of a Construction Progress Schedule as described in the specifications, including expected delivery time for materials with greater than a four week delivery time.
- 4. Submittal of a written Schedule of Values(s) for all lump sum price items.
- 5. Submittal of a written schedule (tabular list) for all shop drawing submittals, including prioritization of key submittals where rapid review(s) are requested.
- 6. Written receipt of all shop drawing approvals from Rockland Green's Engineer.

7. Delivery of all equipment and other temporary facilities associated with mobilization of work crews.

Once Rockland Green is satisfied that the above conditions have been met, Rockland Green will issue a written **Notice to Commence Work (via letter or email)** that will initiate construction activities. The Contract dates will be established as follows:

Notice of Award	January 26, 2024
Contract Date (Contract Execution)	Within 14 Calendar Days of Notice of Award
Notice to Proceed	Within 5 Calendar Days of
	Contract Date
Date of Substantial Completion	March 29, 2024*
Date of Final Completion	May 10, 2024**

*Ready for installation of the axle scale and re-opening of the truck load-out bay. **No work will be allowed between April 5th and April 22nd unless specifically approved by Rockland Green.

If Proposer believes there will be a delay in delivery of some materials, they shall immediately inform Rockland Green in writing documenting reasons for the delay. Shipping delays will not automatically be a justification for a modification to the contract times.

VI. QUESTIONS

All questions concerning this RFP must be submitted in writing by the deadline in the schedule above, to Dee Louis at <u>dlouis@rocklandgreen.com</u>. Rockland Green will respond to all questions submitted prior to the deadline set forth above.

VII. PROPOSAL SUBMISSION REQUIREMENTS

This section contains instructions regarding the required content and organization of the Proposals. All Proposers must provide all required information in the order set forth below.

Request for Proposals RFP 2023-13 Concrete Pit & Foundation for Axle Truck Scale Rockland Green reserves the right to add or delete specific items from the final award or to negotiate modifications to specific items prior to such award.

Proposals must be received by the deadline in the schedule above. Proposals received after the deadline will be late and ineligible for consideration. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. Rockland Green is not interested in receiving marketing brochures, generic narratives, or laundry lists of unrelated experience in the response.

One (1) original and three (3) copies of the proposal shall be submitted. One copy must be clearly marked "original" and must contain all original executed copies. Late proposals will be considered non-responsive and may be returned to the Proposer unopened. <u>NO PROPOSAL</u> will be accepted unless filed on or before the date and at the place designated herein. When sent by mail, the sealed Proposal, marked as above, shall be enclosed in an additional envelope similarly marked and addressed to the person stipulated in the Notice to Proposers. Proposals received prior to the time of opening will be securely kept unopened. Proposals received thereafter will be returned unopened.

All hard copy submittals must be delivered by hand, regular mail or by a nationally recognized express mail carrier to Rockland Green at the address listed below. The package or box must be clearly marked on the outside with the proposer's name and the statement "Response to RFP-2023-13 Enclosed". The response shall be typed or printed on 8-1/2 inch by 11-inch paper, with a minimum font size of 12.

Proposals shall be submitted with the Proposal Forms set forth in this RFP. All blank spaces for Proposal prices shall be properly filled in, in ink, or typed, in both words and figures. In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding on the Proposer. All Proposal Forms included in this RFP must be completed and submitted with all blank spaces for Proposal prices filled in with the Proposal amount in order to be considered a responsible Proposer.

All submittals become the property of Rockland Green and will not be returned.

VIII. STATEMENT OF RIGHTS AND GENERAL PROCUREMENT CONDITIONS

This RFP constitutes only an invitation to provide a proposal to Rockland Green. This section describes Rockland Green's responsibilities, rights, and options as they relate to various business, legal, and financial aspects of the procurement. Rockland Green reserves, holds and may at its sole discretion, exercise the following rights and options with respect to this RFP. By responding to this RFP, proposers acknowledge and consent to the following conditions relative to the RFP process.

- 1. This RFP does not obligate Rockland Green to contract for any services whatsoever.
- 2. All costs incurred by a proposer in connection with responding to this RFP, the evaluation and selection process, and any negotiations entered into with Rockland Green will be borne by the proposer, and with the express understanding that no claim can be made for reimbursement from Rockland Green for any associated costs.
- 3. Rockland Green has the right to cancel this RFP without issuing another RFP.
- 4. Rockland Green reserves the right to select and enter into negotiations with the proposer(s) who best satisfies the interests of Rockland Green and is most responsive to the RFP, and not necessarily on the basis of price or any other single factor.
- 5. Any and all responses not received by the deadline for receipt of proposals may be rejected and returned unopened in Rockland Green's sole discretion.
- 6. Rockland Green may select and enter into negotiations with one or more, or none of the proposers whose response best satisfies the interests of Rockland Green and to discontinue and resume such negotiations at any time prior to execution of an agreement.
- 7. Rockland Green reserves the right to determine in Rockland Green's sole discretion which, if any, proposers are responsive and deemed qualified, and at any time to determine that any or all proposers will not be selected for further consideration.
- 8. Rockland Green reserves the right to eliminate any proposer who submits an incomplete and inadequate response or is not responsive to the requirements of this RFP.

- Rockland Green may reject non responsive submissions without evaluation, but also has the right, in its sole discretion, to waive any technicalities, immaterial irregularities or minor noncompliance.
- 10. Rockland Green reserves the right to reject, for any reason, any and all proposals and components thereof and to eliminate any and all proposers responding to the RFP from further consideration for this procurement.
- 11. Rockland Green reserves the right to issue additional requests and/or amendments to this RFP and to cancel this RFP at any time.
- 12. Rockland Green reserves the right to conduct investigations of the proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.
- 13. Rockland Green reserves the right to conduct interviews with representatives from proposers.
- 14. Rockland Green reserves the right to conduct clarification discussions, at any time, with one or more proposers, request additional information, and to receive questions from proposers and provide answers as it deems appropriate.
- 15. Rockland Green reserves the right to modify deadlines.
- 16. Rockland Green reserves the right to enter into agreements for only portions of the services contemplated by the responses submitted or not to enter into any agreement[s].
- 17. Neither Rockland Green, its staff, its representative, nor any of its consultants will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluations of responses to this RFP.
- 18. Rockland Green reserves the right to enter into concurrent or sequential negotiations with two (2) or more proposers.
- 19. No contract awarded by Rockland Green shall be binding and valid until fully executed by the parties.
- 20. Rockland Green reserves the right to designate, at any time, one (1) or more proposers with whom it may select to have a full evaluation of their proposal.

- 21. If a site visit is required, Rockland Green reserves the right to waive the site visit on a caseby case basis.
- 22. The proposals will constitute formal offers to Rockland Green that are binding on the proposer for 180 calendar days from the submittal date of the proposal.

Minority and Women's Business Enterprises

Rockland Green encourages the fullest possible utilization of Minority and Women Owned Business Enterprises.

Authority to Do Business in New York

Any entity formed under the laws of the State of New York must provide a certificate of good standing from the New York Secretary of State, and any entity not formed under the laws of the State of New York must provide a certificate of authority from the New York State Secretary of

State to do business in New York in accordance with Article 13 of the New York Business Corporation Law.

No Discrimination

The proposers shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability, military status, predisposing genetic characteristics, or marital status and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

Confidentiality

The New York State Freedom of Information Law, Public Officers Law, Article 6, Sections 84-90 provides for public access to government records. However, proposals may contain trade secrets and other technical, financial, or administrative data whose public disclosure could cause substantial injury to the proposer's competitive position. Proposers must clearly indicate

Request for Proposals RFP 2023-13 Concrete Pit & Foundation for Axle Truck Scale whether there are portions of their proposals that contain trade secrets and other technical, financial, or administrative data whose public disclosure could cause substantial injury to the proposer's competitive positions. Accordingly, to protect the proposer from release of this sensitive information under the State Freedom of Information Law, the proposer should specifically identify and mark the pages of its submittal(s) that contain such information and insert the following notice in the front of its submittal:

Notice

The data on pages [______] of this proposal identified by an asterisk (*) contain technical or financial information, which are trade secrets and/or whose disclosure would cause substantial injury to the proposer's competitive position. The proposer requests that such data be used only for the evaluation of the proposal but understands that the disclosure will be limited to the extent that Rockland Green considers proper under the law. If

an Agreement is entered into with this proposer, Rockland Green shall have the right to use or disclose the data, as provided in the Agreement, unless otherwise obligated by law.

Rockland Green does not assume any responsibility for disclosure or use of marked data for any purpose. In the event properly marked data are requested, pursuant to the State Freedom of Information Law, the proposer will be advised of the request and may expeditiously submit to Rockland Green a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under the law. This statement will be used by Rockland Green in making its determination as to whether disclosure is proper under the law.

Correction, Modification, or Withdrawal of Proposal

A proposer may correct, modify, or withdraw a proposal by written notice received by Rockland Green prior to the time and date set for the receipt of proposals. For any proposals received by Rockland Green, Rockland Green may elect to waive minor informalities or may elect to allow the proposer to correct them.

Record of Proposals

All proposals are the property of Rockland Green and will not be returned. Rockland Green will use its best efforts to prevent the unauthorized disclosure of proprietary information, provided same is properly identified in accordance with this RFP. In no event will Rockland Green assume liability for any loss, damage, or injury, which may result from any disclosure or use of marked data within proposals.

Security Bond

A security bond or certified check in the amount of 5% of the total proposal price made payable to Rockland Green must accompany the proposal. The bond shall provide that prior to the expiration or termination of the bond, the proposer shall (1) if so, requested by Rockland Green, negotiate an agreement with Rockland Green, and (2) if Rockland Green selects the proposer's proposal as the most advantageous proposal, enter into a contract. If the proposer fails to comply with the above, the surety will pay to Rockland Green, as liquidated damages, the full amount of the security bond or, as applicable; the certified check shall become the property of Rockland Green and be deposited in Rockland Green's accounts.

Any security bond must be valid for at least 180 days from the proposal submission date. If the contract has not been executed prior to the expiration of the security bond, Rockland Green may require the renewal of the security bond for an additional 180 days. No proposal will be considered unless it is accompanied by the required certified check or security bond. The form of the Security Bond and Surety Letter of Intent, which must be submitted, is described in Business Proposal Form 5.

The certified check or security bond submitted by a proposer will be returned within ten (10) business days after the earliest to occur of (1) the rejection of the proposal of such proposer by Rockland Green and (2) the execution of the contract by and between Rockland Green and the selected proposer.

Labor and Materials Payment Bond

A Labor and Materials Payment Bond shall be provided to Rockland Green for 100% of the value of the work and in accordance with "Business Proposal Form 5" in Appendix A.

Independent and Separate Prices

Where separate prices are required by this RFP for specific services, such prices are understood to be independent and separable. Accordingly, elimination or modification by Rockland Green of any portion of the proposed scope of services should not affect the price proposed for any other portion of the scope of services. Rockland Green will reserve the right after contract award to modify the scope of services within the limits of applicable law.

Sales Tax

The New York State Tax Law exempts from sales and use taxes, imposed under Article 28 and pursuant to Article 29 thereof, the sale or use of tangible property incorporated in structures, buildings, or real property owned by an exempt organization. Rockland Green is an exempt organization, and therefore, proposers should not include sales and use tax in their proposals.

Insurance

Proposer shall possess or be able to obtain all insurance such as, Professional Liability Insurance, Commercial General Liability/Auto, and Workmen's Compensation Insurance, and other types of coverage, as indicated in the Insurance Requirements found in Appendix B to this RFP.

Labor, Wages, and Equal Employment Opportunity.

Proposer will be expected to be familiar with and to comply with all Federal, State, and local labor laws, rules, regulations, ordinances, and executive orders, including without limitation, requirements for minimum wages, prevailing wages and benefits, workmen's compensation, and equal employment opportunity.

Proposer must also agree to comply with the affirmative action requirements of County Resolution 471 of 1975 if the proposer (1) employs a minimum of fifteen (15) employees and (2) does a minimum of fifty thousand dollars (\$50,000) per annum business with Rockland County. See Business Proposal Form 8.

IX. SUMMARY OF SCOPE OF SERVICES

The scope of work listed below includes furnishing all concrete, steel, grout, equipment, materials, labor, rental equipment, and miscellaneous tools to satisfactorily complete the requested work to the acceptance of Rockland Green, all in accordance with this RFP.

X. QUALIFICATIONS AND EXPERIENCE

Proposers must provide the following information for the Proposer:

- A summary of your company's experience in providing the services requested herein.
- A list projects of a similar nature and scope completed by the proposer in the past 5 years (minimum of 3 projects).
- Contact information for listed references, including project size, completion date, and any other relevant details for completed projects.
- The name of the Project Superintendent and Project Foreman assigned to be on site and their related experience. Experience of other key personnel may be requested by Rockland Green as part of the evaluation process.
- Upon request by Rockland Green, provide additional information related to qualifications to clarify or supplement the qualifications information requested in Appendix A of this RFP.
- Financial Information
- Evidence of Authorization to conduct business in the State.
- Evidence that demonstrates the ability to obtain the required insurance set forth herein.

XI. COMPENSATION

The selected Proposer shall invoice Rockland Green on or before the tenth (10th) calendar day of each month after commencement of services, but no more frequently than once monthly. The selected Proposer may submit a payment request for the period ending the last calendar day of the previous month. Payment Request shall be in such format and include whatever supporting information as may be reasonably required by the Engineer. In its Payment Request, the selected Proposer may request payment for ninety percent (90%) of that portion of the Contract Price allocable to the Contract Services that have been properly provided, including labor, materials and equipment properly incorporated in the Work, and materials or equipment necessary for the Work and properly stored at the

Project Site (or elsewhere if offsite storage is approved in writing by the Engineer), less the total amount of previous payments received from Rockland Green

Proposers must complete the price proposal form attached as Price Proposal Form 1.

XII. CONTENTS OF PROPOSALS

Proposers are required to submit with their proposals <u>all</u> the information, documentation, and Forms requested in this RFP. The proposal must be organized as follows; details on each of the items below are provided after this section:

- (i) Cover Letter and Security Bond
- (ii) Acknowledgement of responsiveness to this request for proposal (in cover letter), including the following.
 - a. The Proposer has reviewed and fully understands the scope of work, sequencing of work, and timing for the project.
 - b. The proposer has provided the requested information relative to qualifications and experience.
- (iii) Qualifications and Experience
- (iv) General Requirements
- (v) Proposal Forms
- (vi) Evidence of Proposer's ability to obtain the required insurance, if selected.

- (vii) All comments, if any, to the draft Agreement, included with this RFP, if any
- (viii) Evidence of Proposer's ability to obtain the required Labor and Material Bond, if selected.
- (ix) A certificate of good standing or authority from the New York State Secretary of State to do business in New York in accordance with Article 13 of the New York Business Corporation Law.

The Proposal Cover Letter is the proposer's official letter transmitting the complete proposal to Rockland Green. The format required for the Proposal Cover Letter is provided in Table 10-1 below. The letter is to be written in text form and is not to exceed three (3) pages, typed, and double-spaced. Since the Proposal Cover Letter introduces the proposer to Rockland Green, it should clearly and concisely summarize the proposal. This letter is to be typed on the proposer's letterhead and is to be signed by the Proposer's Chief Executive Officer ("CEO") and attested by another officer of the proposer. If the proposer is a joint venture, the CEO of the lead or sponsoring proposer is to sign the letter.

Table 10-1

FORMAT OF PROPOSAL COVER LETTER

А.	Addressee	Dee Louis, Engineer II Rockland Green 172 Main Street Nanuet, New York 10954
В.	Content of Letter	 First Paragraph: Name of Proposer (or Proposers, if joint venture) submitting the Proposal. If a joint venture, the name of the lead or sponsoring Proposer. Confirm that the signatory is authorized to make the Proposal. Second Paragraph: Response to the requirement for a Security Bond, which must be enclosed. Third Paragraph:
		 A brief description of the Proposer(s). Summarize qualifications of the Proposer(s). Commitment of the Proposer(s) to deliver the services required in the Request for Proposals and described in the attached Proposal and at the prices quoted in the Proposal.
		 Fourth Paragraph: Commitment of the Proposer to enter into an Agreement with Rockland Green at the prices stated in the Proposal. Fifth Paragraph: Acknowledgement of responsiveness to the Request For Proposals
		Very truly yours, President/CEO
		Attachment: Security Bond or certified check Certificates of Insurance Surety Statement for Labor & Material Bond Certificate New York Secretary of State

(i) Scope of Services

Proposers must address all aspects of the scope of services described in this RFP. The proposer must acknowledge an understanding of and a commitment to meeting all the responsibilities and obligations stated in this RFP.

(ii) Qualifications and Experience

a. Qualifications.

The proposer must demonstrate qualifications consistent with the minimum qualifications described in Section X of this RFP.

b. Experience.

The proposer must demonstrate experience consistent with the requirements described in Section X of this RFP.

(iii) Proposal Forms

All proposals must include at least one (1) complete set of Business, Price, and Technical Proposal Forms, as applicable, completed by the proposer.

XIII. PROPOSAL EVALUATION

This section describes Rockland Green's proposal evaluation process and criteria. Rockland Green will evaluate the net total and net present value costs of each proposal and the proposer's ability and willingness to meet all of the proposer's responsibilities. Each section of a proposal will be evaluated in terms of the commitments made, the completeness and the reliability of the approach taken, and conformance with the requirements and the instructions provided in this RFP. A proposer's failure to adequately respond to all of the technical and pricing requirements in this RFP, to accurately complete the Proposal Forms, to disclose violations of applicable laws, codes or regulations, or to provide other business-related information required in the RFP, shall be grounds to deem a proposal as non-responsive.

Selection will not be solely based on the lowest cost, although cost will be a factor in the evaluation process.

After evaluating the proposals, Rockland Green may short-list proposers for interviews and enter into contract negotiations with one (1) or more proposers who meet(s) Rockland Green's evaluation criteria and whose proposals are regarded as most advantageous to Rockland Green.

a. Evaluation Team

The proposal evaluation and selection process described in this Section will be conducted by an evaluation team led by Rockland Green. The team may consist of personnel from Rockland Green and its technical, legal, and financial consultants. The team will review and evaluate proposals and select one (1) or more proposers with whom Rockland Green will conduct negotiations.

b. Cost Evaluation

The Price Proposal will be evaluated on the basis of the fees proposed by the proposer in all Proposal Forms. Proposers are strongly advised to submit pricing wholly consistent with the RFP, then to clearly delineate any caveats or exceptions to baseline pricing.

c. Requests for Clarification

Once proposals have been reviewed, Rockland Green may request that the proposer submit additional information or clarify certain aspects of the proposal.

d. Proposal Interviews

After proposals have been evaluated according to the process described above, the evaluation team may choose to meet with and interview the proposers who submitted the most advantageous proposal(s). Following the interviews, Rockland Green may select the proposer(s) with whom to conduct contract negotiations.

APPENDIX A

PROPOSAL FORMS

BUSINESS PROPOSAL FORM 1

SIGNATURE PAGE

To the Rockland County Solid Waste Management Authority d/b/a Rockland Green:

The Proposer, in compliance with your Request for Proposals for [______

_____], having examined the Request for Proposals and being familiar with all conditions surrounding the project, hereby proposes to furnish all labor, equipment, materials and supplies necessary to meet the obligations of the proposal in accordance with the solicitation, within the time and prices set forth therein.

Proposer understands that Rockland Green reserves the right to reject any or all proposals and to accept any item or items in any one proposal and to waive any informalities in the RFP process.

Respectfully Submitted:

Printed Name / Signature

Date

Title

Business Address

(Seal, if corporation)

BUSINESS PROPOSAL FORM 2

ADDENDA ACKNOWLEDGEMENT FORM

The undersigned hereby acknowledges receipt of the following Addenda (if any) to the Request for Proposals for Installation of Concrete Pit & Foundation for Axle Truck Scale, RFP-2023-13:

Addendum No.	

Date

Person, firm, or corporation submitting this Proposal:

Contractor

Signature

Title

Date

BUSINESS PROPOSAL FORM 3

EXCEPTIONS TAKEN TO THIS REQUEST FOR PROPOSALS

No exceptions taken.

Exceptions taken (please provide cross references, as shown below):

Request for Proposal Page _____, Section _____

Exception taken: _____

Printed Name / Signature

Title

Date

BUSINESS PROPOSAL FORM 4

FORM OF SECURITY BOND

KNOW ALL MEN BY THESE PRESENT, that we [NAME OF PROPOSER], as Principal (hereinafter the "Proposer") and [NAME OF SURETY], a [Corporation],[Partnership] duly organized under the laws of the State of _______, as Surety, are held and firmly bound unto the Rockland County Solid Waste Management Authority (the "Authority"), as Obligee, in the sum of [______] (\$[____]) lawful money of the United States of America to be paid to Rockland Green, its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these present, and

WHEREAS, the above-named Proposer ha	as submitted or is about to su	bmit to Rockland
Green a proposal to provide [] as
described in the Request for Proposals (RFP []), dated [<u>](</u> the
"RFP"), issued by Rockland Green and covered I	by the Proposal submitted by	the Proposer in
response thereto, which Proposal is made a part l	hereof.	

NOW THEREFORE, the Surety hereby understands that if the above-referenced Proposer is selected by Rockland Green as the most advantageous Proposer, then the Proposer will enter into an Agreement based on its proposal within the time specified in the RFP or any extension thereof agreed to in writing by Rockland Green. Surety hereby agrees that if the Proposer shall fail to do so, Surety will pay to Rockland Green, as liquidated damages, the full amount of this Bond within thirty (30) calendar days after receipt by the Proposer and Surety of written notice of such failure from Rockland Green, which notice shall be given with reasonable promptness, identifying this Bond, and including a statement of the amount due. Upon execution of the Agreement, this Bond shall thereafter become null and void, otherwise to remain in full force and effect unless terminated as hereinafter provided.

It is agreed that this Bond shall become effective on the date the Proposal is submitted and will continue in full force and effect for three hundred sixty-five (365) days from such date of submittal (unless extended for up to an additional three hundred sixty-five (365)) or until terminated, as hereinafter provided.

If the Proposal is not accepted within the time specified in the RFP, or any extension thereof agreed to in writing by Rockland Green, then after written notice by Rockland Green of such non-acceptance, this Bond may be terminated by the Surety or Proposer upon written notice to each other and to Rockland Green by registered mail at least ten (10) days prior to the termination date specified in such notice. Upon the giving of such notice, Surety shall be discharged from all liability under this Bond for any act or omission of the Proposer occurring after the date of the notice of non-acceptance.

Any suit or action under this bond shall be commenced only in a court of competent jurisdiction located in the State of New York.

IN WITNESS WHEREOF, Surety and Proposer, intending to be legally bound hereby, do each cause this Security bond to be duly executed on its behalf by its authorized officers, agent or representative.

Signed and sealed this	_day of,,
SURETY	PROPOSER
[NAME OF SURETY]	[NAME OF CONTRACTOR]
Name:	Name:
Signature:	Signature:
<u> </u>	
Title:	Title:

BUSINESS PROPOSAL FORM 5

SURETY LETTER OF INTENT AND FORM OF PERFORMANCE BOND

(To be typed on Surety's Letterhead)

General Counsel Rockland Green 172 Main Street Nanuet, NY 10954

Dear General Counsel:

(the "Proposer") has submitted herewith a Proposal in response to Rockland Green's ("Rockland Green") Request for Proposals ("RFP") for Installation of a Concrete Pit & Foundation for Axle Truck Scale. The RFP requires the selected Proposer to enter into an agreement to provide services consisting of listed in Section III of RFP#2023-13, and to comply with all applicable permits, licenses, approvals and other Applicable Law; and perform the other related and ancillary responsibilities set forth in the RFP.

The Surety has reviewed the Proposer's Proposal and the form of Performance Bond issued with the RFP, which will form the basis of the Service Contract. The Surety hereby certifies that if Rockland Green elects to require such security, it intends to issue on behalf of the Proposer as security for performance under the Service Contract, an Operations Performance Bond substantially in the form attached to the RFP and equal to one (1) year of the annualized gross Service Fee, for the benefit of Rockland Green in the event the Proposer is selected for final negotiations and execution of the Service Contract.

Name of Surety

Name of Authorized Signatory

Title

Signature

BUSINESS PROPOSAL FORM 6

CONTRACTOR QUALIFICATIONS

This form must be completed by each member of Proposer team.

(Section C must be signed before a Notary Public)

A. <u>General Information</u>

1.	*Firm:	
2.	Address:	

- 3. Telephone: ______
- 4. Contact Person: ______

5. Type of Organization (e.g., a corporation; joint venture; partnership; and individual):

- 9. Financial References:
- 10. New York Surety: ______
- 11. Signature of person duly authorized to submit on behalf of the Proposer

Signature

Title

* Referred to in Proposal Forms individually and collectively as "Proposer." Information requested must be provided with respect to each party to the Proposal.

BUSINESS PROPOSAL FORM 6 (Continued)

CONTRACTOR QUALIFICATIONS

B. <u>Business Information</u>

- 1. Brief history of Proposer(s) involved in the Proposal (attach additional sheets as necessary):
- 2. Name and address of all partners, key shareholders, principals and/or owners:
- 3. Has Proposer ever failed to complete any contract awarded to it?
- 4. If so, where and why: ______
- 5. Has any officer or partner of Proposer ever been an officer or partner of some other organization that failed to complete a contract?
- 6. If yes to #5, state name of individual, other organization, reason, and bonding company: ______
- 7. In what other lines of business is Proposer directly or indirectly involved?
- 8. With what individual or entities have you been associated as partner or otherwise during the past five (5) years?

BUSINESS PROPOSAL FORM 6 (Continued) CONTRACTOR QUALIFICATIONS

- 9. Describe the principal and any secondary nature of your current business:
- 10. State the length of time you have been in that business under your present name and identify all other names under which you have done business:
- 11. Has any individual, partner, shareholder, principal, owner or affiliate of your firm been the subject of administrative or judicial action for an alleged violation of environmental or public health laws or regulations? If so state the details and disposition.
- 12. Are you, your partners, joint venturers, parent corporation or subsidiaries a party to any legal actions that may affect your ability to perform the obligations described in your Proposal? If so, identify these actions:
- 13. Have you, any partner, key shareholder, principal, owner or affiliate of your firm been the subject of any criminal conviction(s) indictment(s) or investigation(s)? If so, state the details:
- 14. Are you, your partners, joint venturers, parent company or subsidiaries a party to or subject to any threatened or pending litigation, either civil or criminal? If so state the details:

BUSINESS PROPOSAL FORM 6 (Continued) CONTRACTOR QUALIFICATIONS

- 15. List any and all civil penalties, judgments, consent decrees or other sanctions within the last five (5) years, as a result of a violation of any law, rule, regulation or ordinance in connection with its business activities, by the Proposer, any affiliate of the Proposer, or any key shareholder, officer or director of the Proposer or any affiliate thereof.
- 16. List any and all current investigations, indictments or pending litigation by any Federal, State or local jurisdiction of the Proposer, any affiliate of the Proposer or any key shareholder, officer or director of the Proposer or any affiliate thereof.
- 17. List any and all actions occurring within the last five (5) years which have resulted in revocation or suspension of any permit or authority to do business in any Federal, State or local jurisdiction, by the Proposer, any affiliate of the Proposer, or any key shareholder, officer or director of the Proposer or any affiliate thereof.
- 18. List any and all actions occurring in the past five (5) years that have resulted in the barring from public bidding by the Proposer, any affiliate of the Proposer, or any key shareholder, officer or director of the Proposer or any affiliate thereof.
- List any bankruptcy proceedings in the past five (5) years by the Proposer, any affiliate of the Proposer, or any shareholder, officer or director of the Proposer or any affiliate thereof.

- 20. List the names, addresses, and telephone numbers, and contact name of municipalities or other organizations, which have utilized your services:
- 21. List the names, addresses and telephone numbers, and contact name of municipalities for whom you have provided services of the same nature as those contemplated in this RFP:
- 22. Please attach a description of the services you provide(d) for each reference municipality, including the term of your agreement with each such municipality:
- 23. For the past three (3) years, have any of the reference projects in this RFP been the subject of administrative or judicial action for an alleged violation of environmental or public health laws or regulations? If so, state the details and disposition:

C. <u>Financial Information</u> (To be signed before a Notary Public)

Attach financial statements, prepared on an accrual basis, in a form which clearly indicates the Proposer's assets, liabilities and net worth over the most recent three (3) year period or as many years as your firm has been in business if less than three (3) years.

Dates of financial statements: _____

Name(s) of firms(s) preparing statements: _____

Dated this _____ day of ______, 20_____,

(Print or Type Name of Proposer)
(Seal, if corporation)

Ву:_____

Title:_____

______being duly sworn, deposes and says that the financial statement(s) referenced above are a true and accurate statement of Proposer's financial condition as of the date hereof; and all of the foregoing qualification information is true, complete and accurate.

Sworn to before me this _____ day of ______, _____,

Notary Public

BUSINESS PROPOSAL FORM 7

STATEMENT OF NON-COLLUSION

In accordance with applicable law, all proposals and contracts awarded or accepted by a municipality must contain a Statement of Non-collusion. By submission of this Proposal, the Proposer certifies that:

Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (a) The prices in this Proposal have been independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other proposer or to any competitor.
- (c) No attempt has been or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- (d) The person signing this Proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties of perjury, affirms the truth thereof such penalties being applicable to the Proposer, as well as to the person signing on its behalf.
- (e) If a corporation, the attached hereto is a certified copy of the resolution authorizing the execution of this certificate by the signature of this Proposal on behalf of the corporate Proposer.

BUSINESS PROPOSAL FORM 7 (Continued) STATEMENT OF NON-COLLUSION

Resolved that (Name of Individual) be a	
sign and submit the Proposal of	for the
	and to certify as to non-
collusion required by applicable law as the a	ct and deed of such corporation and for any
inaccuracies or misstatements in such certificat	es this corporate Proposer shall be liable under
the penalties of perjury.	

Signature and Title

Sworn to before me this _____day of ______, ____

Notary Public

BUSINESS PROPOSAL FORM 8 DISCLOSURE STATEMENT

(Proposer must	sign this form before a Notary Public)
STATE OF NEW YORK)) ss COUNTY OF)	
I,,	
(NAME)	(TITLE - Officer of Corporation, Partner or Principal)
being duly sworn depose and swear u	inder the penalties of perjury:
1. That, in connection with t	he above Proposal or Agreement for the, no other person will have any
direct or indirect interest in thi	s Proposal except:
(In case of corporations, all offi 5% of the corporation stock m	cers of the corporation and stockholders owning more than ust be listed. Use attached sheet if necessary.)
2. That (I am not) (none of t	related to any officer he officers or stockholders are)
or employee of Rockland Gree	n except
3. There is not any state of interested in such application.	or local officer or employee or a member of Rockland Green
Signature and Title	

Sworn to before me this _____ day of _____, _

Notary Public

BUSINESS PROPOSAL FORM 9

AFFIRMATIVE ACTION PLAN

(Proposer Must Sign This Form Before a Notary Public)

STATE OF NEW YORK)	
) ss:
COUNTY OF ROCKLAND)

	being duly sw	orn, deposes	and says that
he/she is the	_of		That
*I do (do not) employ fifteen (15) employees and	d *I do (do not c	do) a minimum	of \$50,000 per
annum business with the Rockland County Solid	Waste Managem	nent Authority o	d/b/a Rockland
Green.			

Based on the above information, attached hereto is an Affirmative Action Plan or, because of the above, no Affirmative Action Plan is necessary.

Sworn to before me this ____ day of ______, _____,

Notary Public

* strike out non-applicable information.

BUSINESS PROPOSAL FORM 10 FOIL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges and recognizes that the New York State Freedom of Information Law, Public Officers Law, Article 6, Sections 84-90 provides for public access to government records. However, Proposals may contain trade secrets and other technical, financial, or administrative data whose public disclosure could cause substantial injury to the Proposer's competitive position.

Please indicate whether your Proposal contains trade secrets and other technical, financial or administrative data whose public disclosure could cause substantial injury to your competitive position by marking the applicable below.

_____ The Proposal <u>DOES</u> contain trade secrets and other technical, financial or administrative data whose public disclosure could cause substantial injury to our competitive position, and we have clearly marked pages in our Proposal containing such information in accordance with Section 1.6 of the RFP.

_____ The Proposal <u>DOES NOT</u> contain trade secrets and other technical, financial or administrative data whose public disclosure could cause substantial injury to your competitive position.

Person, firm or corporation making this Proposal:

Proposer

Signature

Title

Date

BUSINESS PROPOSAL FORM 11 <u>PROPOSER QUESTIONS</u>

(All questions pertaining to this solicitation must be submitted in writing.)

Please use this form and email it (<u>dlouis@rocklandgreen.com</u>) to the attention of Dee Louis. Rockland Green will respond to all questions submitted prior to the cut-off date indicated in the RFP.

Date:	
Proposer Name:	
Proposer Company:	
Phone:	Fax:
Question(s):	

BUSINESS PROPOSAL FORM 12

DISCLOSURE OF CONTRACTOR RESPONSIBILITY STATEMENT

(This form must be completed by each member of the Proposer team)

- 1. List any criminal investigations, indictments, or convictions of any person, subsidiary or affiliate of the Proposer arising out of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
- 2. List any indictments, convictions or ongoing investigations of any person, subsidiary, or affiliate of this Proposer for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the Proposer.
- 3. List any convictions or civil judgments under state or federal antitrust statutes.
- 4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specification of a contract.
- 5. List any prior suspensions or debarments by any government agency.
- 6. List any contracts not completed on time.
- 7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

l,		, as	,
(Nan	ne of Individual)	(Title and A	uthority)
of		, declare u	nder oath that the
	(Proposer Name)		
above statements, i	including any supplemental res	ponses attached hereto, ar	e true.
Signature			
Subscribed and swo	orn to before me on this da	y of	,,
by Proposer	, representing him/h	erself to be	of the
Subscribed and swo	orn to before me on this da , representing him/h	y of ierself to be	,, of th

Notary Public

PRICE PROPOSAL FORM

PRICE PROPOSAL FORM

RFP-2023-13 – Concrete Pit & Foundation for Axle Truck Scale

Proposer shall perform the Work in accordance with the Contract Documents for the prices shown in the Price Proposal Summary shown below.

Proposer acknowledges that Proposer's price(s) constitute Proposer's sole compensation for performing all Work required by the Contract Documents, and if a particular part of the Work is not listed specifically in the Price Proposal Summary set forth below in Schedule A of this section, Proposer shall include that part of the Work in the Cost Item Description under Proposal Item A-1.

Schedule A: Lump Sum Cost Items:

Lump sum items include all Work in the Contract Documents, except items specifically identified as Unit Price Work or as work provided by others.

Measurement and payment of Lump Sum Cost Items is defined in Section 01026, Lump Sum Items, of the Technical Specifications (if applicable) and Rockland Green's Contract Terms and Conditions.

<u>ltem</u> <u>No.</u>	<u>Estimated</u> Quantity	<u>Units</u>	<u>Description</u>	Total Item Price (Figures in Dollars and Cents)
A-1	1	LS	Furnish and Install Precast Concrete Pit, Grout Pads, and All Work Associated with the Installation of the Axle Truck Scale, Complete, including the Pit Drain System and Electrical Conduit.	

Lump Sum Cost Items Table:

(Continued on Next Page)

Schedule B: Total Proposal Price:

Determination of the Total Proposal Price will be determined as follows.

a. In case of discrepancy between the correct sum of individual bid items and the (incorrectly) calculated sum, the correct sum of individual cost items will govern.

Proposer shall complete the shaded Total Proposed Price section in Schedule B. The shaded areas are used to delineate the total proposed price, which is the summation of all total prices shown in Schedule A.

<u>Schedule</u>	Total Proposed Price – Summation of All Total Price Items Identified in Schedule A (Figures in Dollars and Cents)
<u>TOTAL PROPOSAL PRICE: (Sum</u> <u>of Schedule A)</u>	

Total Proposal Price (In Words):

Material Lead Time: (identify and provide expected lead time for the purchase of critical materials under Bid Item A-1)

APPENDIX B INSURANCE REQUIREMENTS

Prior to the start of the Agreement and throughout the term thereof, the Contractor will obtain and pay for will, independent of any insurance the Contractor may possess for other projects, file and maintain with the insurance coverage listed below.

- (a) Worker's compensation insurance and disability benefits liability insurance required by New York State law covering all of the employees of the Contractor at the Facility.
- (b) Employer's liability insurance required by New York State law covering all the employees of the Contractor at Rockland Green's Facility.
- (c) Commercial general liability and property damage insurance with broad form blanket contractual liability and products completed operations coverage, with combined single limit for bodily injury, and for property damage with limits of not less than one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate on a per project basis.
- (d) Commercial Comprehensive automobile liability insurance endorsed for any automobile with limits of one million dollars (\$1,000,000) combined single limit.
- (e) Excess liability insurance above the required comprehensive general, automobile and employer's liability insurance in the amount of five million dollars (\$5,000,000).
- (f) All risk physical damage insurance (including terrorism) covering loss, damage, or destruction to the Facility in an amount equal to the full replacement value of the Facility, but not less than two million dollars (\$2,000,000) with no co-insurance provision and subject to the following maximum deductibles:

```
Earthquake and Flood – Twenty-five thousand dollars ($25,000)
```

All Other Perils – Ten thousand dollars (\$10,000)

(g) Pollution liability insurance with limits not less than five million dollars (\$5,000,000).

2. <u>Additional Insureds.</u> The Contractor will name Rockland Green, the County, and their officers, agents, employees, Rockland Green Engineer, and consultants as additional named insureds on a primary, non-contributory basis (the "Additional Insureds") on all insurance policies required herein, other than paragraphs 1. (a.) and 1. (b.).

The Contractor to the Agreement will waive the subrogation rights of its various insurance carriers in favor of the other Authority.

- 3. <u>Insurance Certificates and Policies.</u> Insurance and any renewals thereof will be evidenced by certificates of insurance (the "Certificates") and copies of all insurance policies issued or countersigned by a duly authorized representative of the issuer and delivered to Rockland Green for its approval thirty (30) days prior to the start of services or, in the case of a renewal, as reasonably provided by the insurer. The Certificates will require thirty (30) days written notice to Rockland Green, of cancellation, intent not to renew, or reduction in its coverage by the insurance company.
- 4. <u>Non-Recourse Provision.</u> All insurance policies will provide that the insurers will have no recourse against the Additional Insureds for payment of any premium or assessment and will contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided by mutual coverage liability insurance policies required pursuant to the Agreement will be the primary source of any restitution or other recovery for any injuries to, or death of persons, or loss or damage to property incurred as a result of an action or inaction of the Contractor or its subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by Rockland Green.
- 5. <u>Deductibles.</u> All deductibles will be agreed upon by the Contractor and Rockland Green if different from those shown in paragraph 1 above and payment of the deductibles will be by the Contractor. There will be no deductibles for any of the liability insurance provided in paragraph 1 hereof.
- 6. <u>Subcontractors.</u> The Contractor will be responsible for ensuring that all subcontractors which are engaged by the Contractor to perform any part of the services secure and maintain all insurance coverages under paragraphs 1. (a.), (b.), (c), (d.), and (e.) above and other financial sureties required by applicable law in connection with their presence and the performance of their duties.
- 7. <u>Specific Provisions for Comprehensive General Liability Insurance.</u> Comprehensive General Liability insurance, as required under paragraph 1. (c.), will include premises-operations, blanket contractual, products and completed operations, personal injury,

host liquor liability, explosion, collapse, underground hazards, and broad form property damage, including completed operations and independent contractor's coverages.

- 8. <u>Specific Provisions for Worker's Compensation Coverage</u>. Worker's Compensation insurance must be in accordance with the requirements of New York law, as amended from time to time. The required worker's compensation insurance will include other State's coverage, voluntary compensation coverage, and federal longshoreman and harbor worker's coverage.
- 9. <u>Specific Provisions for All Risk Physical Damage Insurance.</u> Coverage for all risk physical damage required under paragraph 1. (f.) will be on an all risk basis and will protect against loss of, damage to, and destruction of the Facility. Such insurance will also cover loss, damage, or destruction caused by flood, earthquake, and volcanic eruption, provided that earthquake and volcanic eruption insurance may have sublimits equal to the lesser of five million dollars (\$5,000,000) or the full replacement value of the Facility. All policies obtained may be subject to normal exclusions relating to nuclear risks, war risks, terrorism, and such other perils as are generally imposed by insurers on similar properties.
- 10. <u>Changes in Insurance Coverage.</u> The insurance listed herein are the minimum coverages permitted, except that Rockland Green may decrease or omit the coverages specified in paragraph 1. (e.) at any time in its sole discretion, and may decrease the coverage specified in paragraph 1. (c.) hereof to the extent it is not available on commercially reasonable terms. If Rockland Green decreases such coverage, any cost savings will be credited to the benefit of Rockland Green.
- 11. <u>Qualifications of Insurers.</u> The Contractor is required to obtain the insurance set forth in this RFP with insurance companies that carry a Best's "A" or equivalent rating. In addition, insurance must be obtained and maintained with insurers authorized to do business in the State of New York.
- 12. <u>Cost of Insurance.</u> If Rockland Green chooses to arrange for the insurance outlined herein, Rockland Green may elect to obtain such insurance, provided that:
 - (a) Written notice is received by the Contractor at least ninety (90) days prior to the contract year during which Rockland Green will assume this responsibility or ninety (90) days prior to the expiration date of the insurance placed by the Contractor.
 - (b) Rockland Green may at any time during the term of the Agreement, upon ninety (90) days written notice prior to any Contract Year, require the Contractor to assume the responsibility to obtain the Required Insurance.

- (c) Rockland Green pays any cancellation penalty (or short-rate) arising out of canceling the insurance coverage provided by the Contractor provided coverage required in this RFP, prior to its expiration date.
- (d) The Contractor reduces its Base Fee in proportion to the costs of the insurance the Contractor has been providing to.

APPENDIX C PREVAILING WAGES

PRC# 2023014014

APPENDIX D

TECHNICAL SPECIFICATIONS

30

Contract Documents For Rockland Green RFP 2023-13: Hillburn Transfer Station Concrete Pit & Foundation for Axle Truck Scale Hillburn, New York

PREPARED BY: Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. 217 Montgomery Street, Suite 1100 Syracuse, New York 13202



It is a violation of the New York State Education Law for any person unless he is acting under the direction of a licensed professional engineer, to alter an item on this specification in any way. If an item is altered, the altering engineer shall affix to the item his seal and the notation "altered by" followed by his signature and the date of such alteration, and a specific description of the alteration.

2023

TABLE OF CONTENTS

TECHNICAL PROVISIONS

Section	Title		Page
---------	-------	--	------

DIVISION 1 - GENERAL REQUIREMENTS

01026	Lump Sum Items (Bid Item Descriptions)	1 thru 3
01300	Submittals	1 thru 4
01400	Quality Control	1 thru 3
01500	Temporary Controls	1 thru 7

DIVISION 3 - CONCRETE

03105	Geotextiles for Earthwork	1 thru 5
03300	Cast In Place Concrete	1 thru 10
03410	Plant Precast Structural Concrete	1 thru 12
03600	Grout	1 thru 2
05505	Concrete Anchors	1 thru 4

SECTION 01026

LUMP SUM ITEMS (BID ITEM DESCRIPTIONS)

PART 1 GENERAL

1.01. SECTION INCLUDES

- A. Price basis.
- B. Elements of Bid Item Description page.
- C. Lump sum item list.
- D. Bid Item Descriptions.

1.02. PRICE BASIS

A. Lump sum prices bid by Contractor are deemed to be full compensation for all required labor, products, tools, equipment, plant, transportation, testing, inspection, services, incidentals, administrative, procedures, applicable taxes, permit fees, overhead, profit, and other miscellaneous expenses.

1.03. ELEMENTS OF BID ITEM DESCRIPTION PAGE

- A. Identification of lump sum item, as set forth in the Bid Form.
- B. Statement of work involved in the item.
- C. Listing of components of work which make up the item including reference to the section(s) covering each component.
- D. Cross-references to associated work not included in the item.

1.04. LUMP SUM ITEMS - CONTRACT 1

Bid Item No.	Bid Item Description
A-1	Furnish and Install Precast Concrete Pit, Grout Pads, and All
	Miscellaneous Work Associated with the Installation of the Axle Truck
	Scale, Complete, including the Pit Drain System and Electrical
	Conduit (not conductors or wiring).

1.06 BID ITEM DESCRIPTIONS

A. Bid Item Description pages identified above are attached at the end of this section.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

(continued)

BID ITEM DESCRIPTION A-1

FURNISH AND INSTALL PRECASTE CONCRETE PIT & FOUNDATION FOR AXLE TRUCK SCALE, COMPLETE

A. <u>DESCRIPTION</u> Under this item, Contractor shall provide all labor, materials, and equipment (rented and owned) necessary to install a new precast concrete pit and associated foundation for an axle truck scale provided by Rockland Green that will be installed by others. Work under this RFP shall include site preparation, removal of existing concrete ramp and apron to the limits shown on the drawings, slope modifications and concrete replacement for portions of the entrance and exit ramps at the scale (truck loadout area), concrete scale transition areas, adhesive anchors, concrete fill, steel reinforcing bars, grout pads for scale load cells, drain and associated drain pipe, subbase granular materials, communication conduit, exterior concrete work, bollards, and site restoration. All work shall be performed in accordance with the Terms and Conditions of the Agreement with Rockland Green and as shown on the Contract Drawings.

B. <u>WORK INCLUDED</u> UNDER THIS ITEM

ASSOCIATED WORK

NOT INCLUDED UNDER THIS ITEM

- Mobilization
- Demobilization
- All materials to be used as part of this RFP must be submitted and approved prior to installation.
- Specification Sections 01010, 01019, 01300, 01400, 03300, 03410, 03600, and 05505
- All work as shown on the Drawings

Installation and connection of the axle scale.

D. <u>METHOD OF PAYMENT</u> Measurement shall be based on the percent completion of all activities including labor, equipment, and materials necessary to complete specified construction work. Payment for stored materials shall include backup for proof of purchase and must have been delivered to the site.

END OF SECTION

C.

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedule
- C. Proposed products list.
- D. Shop drawings.
- E. Substitutions
- F. Manufacturers' instructions.

1.02 RELATED SECTIONS

- A. Agreement Concrete Pit & Foundation for Axle Truck Scale
- B. Section 03105 Geotextiles for Earthwork Section 03300 – Cast In Place Concrete Section 03410 – Plant- Precast Structural Concrete Section 03600 – Grout Section 05505 – Concrete Anchors

1.03 SUBMITTAL PROCEDURES

- A. Transmit each required submittal using Rockland Green and Engineer accepted form.
- B. Sequentially number the transmittal forms. Resubmittals shall have original number with an alphabetic suffix.
- C. Identify project, Contractor, subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the work and Contract Documents. Stamp shall show the following information:
 - 1. Shop Submittal Number: _____
 - 2. Deviations: None_____; As Listed_____
 - 3. Reference Specification Number:
 - 4. Reference Drawing Number: _____
 - 5. Space Requirement: As Designed _____ Different, As Listed _____

6. Representation is made to Rockland Green and Engineer that the Contractor has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers and similar data, that he has reviewed and coordinated the information in each shop drawing with the requirements of the work and the Contract Documents, and hereby approves this submittal.

Contractor			
Signature_			
Date			

- E. All submittals shall be submitted through electronic submission system. All submittals shall be in PDF format. All files shall be combined into a single bookmarked file for easier review.
- F. Schedule submittals to expedite the Project and deliver to Engineer via email (jheath@edrdpc.com). Coordinate submission of related items. Contractor shall anticipate that submittals will be reviewed within 7 calendar days. Contractor shall take into account the submittal review time in their schedule and plan accordingly. No work shall proceed under this RFP 2023-13 until all shop drawings have been approved and equipment and precast pit have been delivered to the site.
- G. Identify deviations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed work.
- H. Identify space requirements which differ from those designed or shown on the Contract Documents.
- I. Revise and resubmit shop drawings as required until accepted by Engineer. Identify all changes made since previous submittal in a cover letter or memorandum. Rockland Green reserves the right to recover cost for engineering review time from the contractor if there are more than one resubmittal for any given shop drawing.
- J. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- K. Submittals not requested will not be recognized or processed.

1.04 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit preliminary progress schedule in duplicate within 10 days after effective date of Rockland Green and Contractor Agreement for Engineer review.
- B. Submit finalized progress schedule at least 10 days before submission of the first Application for Payment.
- C. Submit revised schedules at each progress meeting, identifying changes since previous version.
- D. Prepare horizontal bar chart with separate entry for each major section of work. Include work sequence requirements, if any. Identify first workday of each week.
- E. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

F. Indicate estimated percentage of completion for each item of work at each progress meeting.

1.05 PROPOSED PRODUCTS LIST

A. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.06 SHOP DRAWINGS

- A. Electronic copies of shop drawings are allowed but **must contain a complete submittal**. Multiple email submissions for the same submittal will be returned as "not reviewed".
- B. After review and approval by Engineer, distribute and preserve copies for record documents purposes.

1.07 SUBSTITUTIONS

- A. Rockland Green and Engineer will consider requests for substitute or "or equal" items after the Effective Date of Rockland Green Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor. Furnish evidence that product is unavailable.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other work which may be required for the work to be complete with no additional cost to Rockland Green.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Rockland Green the costs incurred by Rockland Green for review and any subsequent redesign services by Engineer, including Engineer's revisions to the Contract Documents, and Engineer's assistance in connection with review by authorities when re-approval is required, if Engineer determines that the item of material or equipment proposed by Contractor is a substitute item.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

- F. Submittal Procedures
 - 1. Submit to Engineer three copies of request for substitution for consideration, limiting each request to one proposed substitution.
 - 2. Each request shall basically conform to the procedures outlined in Article 1.03 of this section.
 - 3. Include shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 - 4. The Engineer will notify Contractor, in writing, of decision to accept or reject request.
- 1.08 MANUFACTURER'S INSTRUCTIONS
 - A. When specified in individual specification sections or on the drawings, submit manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, in quantities specified for product data.
- PART 2 PRODUCTS
- Not used.
- PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.01. SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References and standards.
- C. Tolerances.
- D. Tests and inspections.
- E. Manufacturers' field services.

1.02. QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturers' instructions.
- C. If manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the work except when code requirements or equipment manufacturer requires more stringent standards.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion and disfigurement.
- G. Employ skilled and experienced installer to perform cutting and patching.
- H. Submit written request in advance of cutting or altering elements which may affect:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of Rockland Green or separate contractor.
- I. Execute cutting, fitting, and patching, including excavation and fill, to complete work and to:
 - 1. Fit the several parts together, to integrate with other work.
 - 2. Uncover work to install or correct ill-timed work.

- 3. Remove and replace defective and non-conforming work.
- J. Execute work by methods which will avoid damage to other work and provide proper surfaces to receive patching and finishing.
- K. Cut rigid materials using masonry saw or core drill.
- L. Restore work with new products in accordance with requirements of Contract Documents.
- M. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- N. Identify any hazardous substance or condition exposed during the work to Rockland Green and Engineer in writing for decision or remedy. Refer to the Contract Drawings and specifications for work associated with potentially contaminated soil.

1.03. REFERENCES AND STANDARDS

- A. For products and workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified and/or are required by applicable codes.
- B. Obtain copies of standards where required by individual specification sections.
- C. If specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

1.04. TOLERANCES

- A. Monitor fabrication and installation tolerance control to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. If manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.05. TESTS AND INSPECTIONS

- A. Rockland Green (Owner) shall employ and pay for the services of an independent testing laboratory to obtain concrete samples and perform concrete tests.
- B. Independent testing laboratory will:
 - 1. Perform inspections, soil compaction and concrete tests, and other services specified in the individual specification sections and as required by Engineer and Rockland Green.
 - 2. Prepare and submit reports to the Engineer indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. Engineer will-forward copy of report(s) to Contractor.

- C. Contractor shall:
 - 1. Cooperate with independent firm; furnish samples of materials; furnish design mix, equipment, tools, storage, and assistance as requested.
 - 2. Notify Engineer and Rockland Green 24 hours prior to expected time for operations requiring services.
 - 3. Provide weekly look-ahead schedules for testing needs.
- D. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm which performed the initial tests and inspections as instructed by the Engineer.
- E. Costs for retesting and re-inspection will be deducted from Contractor's progress payments.

1.06. MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, material or product suppliers or manufacturers shall provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment, equipment demonstration, and training as applicable, and to initiate instructions when necessary.
- B. Staff person to report observations, site conditions, or instructions given to applicators or installers, which are supplemental or contrary to manufacturers' written instructions
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 03105

GEOTEXTILES FOR EARTHWORK

PART 1 - GENERAL

- 1.1 SUMMARY
 - A. Section Includes:
 - 1. Separation geotextile.
 - 2. Reinforcement geotextile.

1.2 REFERENCES

- A. Quality Control Testing Standards
- B. ASTM D4491 Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
- C. ASTM D4533 Standard Test Method for Trapezoid Tearing Strength of Geotextiles
- D. ASTM D4595 Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method
- E. ASTM D4632 Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
- F. ASTM D4751 Standard Test Method for Determining Apparent Opening Size of a Geotextile.
- G. ASTM D6241 Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.
- H. ASTM D4873 Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples.
- I. ASTM D-5261 Standard Test Method for Measuring Mass Per Unit Area of Geotextiles.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 SUBMITTALS

- A. Product Data:
 - 1. Submit product data sheet for each geotextile proposed for use on this project.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Geotextiles labeling, shipment, and storage shall follow ASTM D4873. Product labels shall clearly show the manufacturer or supplier name, style name, and roll number.
- B. Each geotextile roll shall be wrapped with a material that will protect the geotextile from damage due to shipment, water, sunlight, and contaminants.
- C. During storage, geotextile rolls shall be elevated off the ground and adequately covered to protect them from the following: site construction damage, precipitation, extended ultraviolet radiation including sunlight, chemicals that are strong acids or strong bases, flames including welding sparks, excess temperatures, and any other environmental conditions that may damage the physical property values of the geotextile.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Separation Geotextile
 - 1. Shall be needle-punched, nonwoven geotextile specifically designed for drainage and separation applications.
 - 2. Shall be composed of polyester and/or polypropylene polymers.
 - 3. Shall meet the criteria listed in Table 02420-1.
- B. Reinforcement Geotextile
 - 1. Shall be a woven geotextile specifically designed for reinforcement applications.
 - 2. Shall be composed of polyester and/or polypropylene polymers.
- C. Shall meet the criteria listed in Table 02420-1.

TABLE 02420-1

MINIMUM ACCEPTANCE CRITERIA GEOTEXTILE

Test Description	Test Method	Criteria	
Separation			
Mass per unit area	ASTM D5261	<u>></u> 8 oz/SY	
Apparent opening size	ASTM D4751	<u><</u> No. 70 sieve	
Puncture resistance	ASTM D6241	<u>></u> 110 lb.*	
Tensile strength	ASTM D4632	<u>></u> 160 lb.*	
Trapezoid tearing strength	ASTM D4533	<u>></u> 80 lb*	
Permittivity	ASTM D4491	<u>></u> 1.1 cm/sec	
Reinforcement			
Mass per unit area	ASTM D5261	<u>></u> 8 oz/SY	
Puncture resistance	ASTM D4833	<u>></u> 150 lb.	
Tensile strength	ASTM D4595	<u>></u> 160 lb.*	
Trapezoid tearing strength	ASTM D4533	<u>></u> 120 lb.*	
Apparent opening size	ASTM D4751	<u><</u> 40 sieve	

*Minimum acceptance criteria shall apply to both the machine direction (MD) and the cross machine direction (XMD).

2.2 PRODUCTS

- A. Separation Geotextile The following is a list of materials that meet the specifications in this section:
 - 1. Carthage Mills FX-80 HS.
 - 2. Propex Geotex 861.
 - 3. Skaps GE 180.
 - 4. Or equal.
- B. Reinforcement Geotextile The following is a list of materials that meet the specifications in this section:
 - 1. TenCate Mirafi FW 403.
 - 2. Propex Geotex 4x4.
 - 3. Carthage Mills FX-400MF.
 - 4. Or equal.

PART 3 - EXECUTION

3.1 INSPECTION

- A. The Contractor shall inspect all geotextile upon delivery and verify that the proper materials and quantities have been supplied.
- B. The Contractor shall inspect the subgrade for protrusions or other unacceptable conditions prior to installation of geotextiles.
- C. The Contractor shall continuously inspect needle-punched geotextiles during deployment for broken needles remaining from needle-punching operations.

3.2 PREPARATION

A. Subgrade shall be prepared as indicated in the specifications.

3.3 PROTECTION

- A. Protect all geotextile materials from damage due to exposure to sunlight, dirt, dust and other hazards.
- B. Maintain the protective wrapping on geotextile rolls at all times.
- C. The geotextiles shall be covered after installation within a 10-day period.
- D. During spreading operations of backfill, a minimum depth of 12 inches of aggregate shall be maintained over the geotextiles when possible. Construction equipment shall not operate directly on the geotextile.

3.4 INSTALLATION

- A. Geotextile rolls shall be positioned as required and unrolled.
- B. When placed on prepared subgrades, geotextile shall be overlapped a minimum of 1.0 feet on all edges.
- C. When geotextile is placed in trenches, the material shall be overlapped a minimum of 1 foot over the top of the trench. Longitudinal seams between adjacent rolls of material shall be overlapped a minimum of 2 feet.
- D. Geotextile rolls shall be cut and laid flat such that buckling of the roll does not occur.
- E. If geotextiles are damaged during any phase of construction or installation, a new piece of the same type shall be cut and placed over the damaged area with a 2-foot minimum overlap and sewn.
- F. Aggregate shall be spread in the direction of overlap wherever possible.

3.5 MAINTENANCE

3.6 Maintain geotextile rolls until backfilling operations have completed one lift.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete formwork.
- B. Concrete pads.
- C. Concrete reinforcement.
- D. Joint devices associated with concrete work.
- E. Miscellaneous concrete elements, including equipment pads and equipment pits.
- F. Concrete curing.

1.02 REFERENCE STANDARDS

- A. ACI 117 Specifications for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).
- B. ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; 1991 (Reapproved 2009).
- C. ACI 301 Specifications for Structural Concrete; 2016.
- D. ACI 302.1R Guide to Concrete Floor and Slab Construction; 2015.
- E. ACI 304R Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).
- F. ACI 305R Guide to Hot Weather Concreting; 2010.
- G. ACI 306R Guide to Cold Weather Concreting; 2016.
- H. ACI 308R Guide to External Curing of Concrete; 2016.
- I. ACI 318 Building Code Requirements for Structural Concrete and Commentary; 2014 (Errata 2018).
- J. ACI 347R Guide to Formwork for Concrete; 2014, with Errata (2017).
- K. ASTM A615/A615M Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2020.
- L. ASTM A1064/A1064M Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2018a.
- M. ASTM C1602/C1602M Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2012.
- N. ASTM C33/C33M Standard Specification for Concrete Aggregates; 2018.
- O. ASTM C39/C39M Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2020.
- P. ASTM C94/C94M Standard Specification for Ready-Mixed Concrete; 2020.
- Q. ASTM C150/C150M Standard Specification for Portland Cement; 2020.
- R. ASTM C171 Standard Specification for Sheet Materials for Curing Concrete; 2016.
- S. ASTM C173/C173M Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2016.
- T. ASTM C260/C260M Standard Specification for Air-Entraining Admixtures for Concrete; 2010a (Reapproved 2016).
- U. ASTM C330/C330M Standard Specification for Lightweight Aggregates for Structural Concrete; 2017a.
- V. ASTM C494/C494M Standard Specification for Chemical Admixtures for Concrete; 2019.
- W. ASTM C618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2019.
- X. ASTM D1751 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types); 2018.
- Y. ASTM E1643 Standard Practice for Selection, Design, Installation and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs; 2018a.
- Z. ASTM E1745 Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs; 2017.

1.03 SUBMITTALS

- A. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
- B. Mix Design: Submit proposed concrete mix design.
- C. Test Reports: Submit report for each test or series of tests specified.

1.04 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
 - 1. Maintain one copy of each document on site.
- B. Follow recommendations of ACI 305R when concreting during hot weather.
- C. Follow recommendations of ACI 306R when concreting during cold weather.

PART 2 PRODUCTS

- 2.01 FORMWORK
 - A. Formwork Design and Construction: Comply with guidelines of ACI 347R to provide formwork that will produce concrete complying with tolerances of ACI 117.
 - B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.
 - 2. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches of concrete surface.

2.02 REINFORCEMENT MATERIALS

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi).
 - 1. Type: Deformed billet-steel bars.
 - 2. Finish: Unfinished, unless otherwise indicated.
- B. Steel Welded Wire Reinforcement (WWR): Plain type, ASTM A1064/A1064M.
 - 1. Form: Flat Sheets.
 - 2. WWR Style: As indicated on drawings.
- C. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 gage, 0.0508 inch.
 - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
 - 3. Provide galvanized, plastic, or plastic coated steel components for placement within 1-1/2 inches of weathering surfaces.

2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150/C150M, Type III High Early Strength Cement.
 - 1. Acquire cement for entire project from same source.
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
 - 1. Acquire aggregates for entire project from same source.
 - 2. Coarse aggregates shall be strong, clean crushed limestone complying with ASTM C33/C33M, size no. 67 provided from one source.
 - 3. Sand: Clean sharp, natural sand, graded in accordance with ASTM C33.

- C. Fly Ash: ASTM C618, Class C or F.
- D. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

2.04 ADMIXTURES

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- B. Air Entrainment Admixture: ASTM C260/C260M.
- C. High Range Water Reducing and Retarding Admixture: ASTM C494/C494M Type G.
- D. High Range Water Reducing Admixture: ASTM C494/C494M Type F.
 - 1. Manufacturers:
 - a. Euclid Chemical Company; PLASTOL 6420: www.euclidchemical.com/#sle.
- E. Water Reducing and Accelerating Admixture: ASTM C494/C494M Type E.
 - 1. Manufacturers:
 - a. Euclid Chemical Company; ACCELGUARD 80: www.euclidchemical.com/#sle.
- F. Accelerating Admixture: ASTM C494/C494M Type C.
 - 1. Manufacturers:
 - a. W. R. Meadows, Inc; Hydraset: www.wrmeadows.com/#sle.
- G. Retarding Admixture: ASTM C494/C494M Type B.
- H. Water Reducing Admixture: ASTM C494/C494M Type A.

2.05 ACCESSORY MATERIALS

- A. Under slab Vapor Retarder: Sheet material complying with ASTM E1745, Class A; stated by manufacturer as suitable for installation in contact with soil or granular fill under concrete slabs. The use of single ply polyethylene is prohibited.
 - 1. Installation: Comply with ASTM E1643.
 - 2. Accessory Products: Vapor retarder manufacturer's recommended tape, adhesive, mastic, prefabricated boots, etc., for sealing seams and penetrations.

2.06 BONDING AND JOINTING PRODUCTS

- A. Slab Isolation Joint Filler: 1/2 inch thick, height equal to slab thickness, with removable top section that will form 1/2 inch deep sealant pocket after removal.
 - 1. Material: ASTM D1751, cellulose fiber.
 - 2. Manufacturers:

- a. W. R. Meadows, Inc; Fiber Expansion Joint Filler with Snap-Cap: www.wrmeadows.com/#sle.
- b. or approved equal.
- B. Epoxy Bonding Adhesive with integrated Anti-Corrosion Primer: ASTMC 881, threecomponent epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
 - 1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
 - 2. Manufacturers:
 - a. Sika, Corp; Sika Armatec-110 EpoCem
 - b. or approved equal.

2.07 CURING MATERIALS

- A. Curing Compound, Naturally Dissipating: Clear, water-based, liquid membrane-forming compound; complying with ASTM C309.
- B. Moisture-Retaining Sheet: ASTM C171.
 - 1. Polyethylene film, white opaque, minimum nominal thickness of 4 mil, 0.004 inch.
 - 2. White-burlap-polyethylene sheet, weighing not less than 3.8 ounces per square yard.
- C. Water: Potable, not detrimental to concrete.

2.08 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended or required by manufacturer.
- C. Normal Weight Concrete:
 - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days as follows:
 - a. All general uses not otherwise specified: 5,000 psi at 28 days
 - 2. Water-Cement Ratio:
 - a. General Use: 0.42 max
 - 3. Total Air Content: as determined in accordance with ASTM C173/C173M.
 - a. General Use: 6.0% (+/- 1.5%)
 - 4. Maximum Slump: 3 inches (+/-1") inches.

5. Maximum Aggregate Size: 3/4 inch.

2.09 MIXING

- A. Transit Mixers: Comply with ASTM C94/C94M.
- B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.
- C. All concrete shall be mixed until there is uniform distribution of materials and shall be discharged completely before mixer is recharged.
- D. If concrete is not placed within 90 minutes after batched or if the concrete has become partially set, the concrete will be rejected and shall be disposed of off-site.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- D. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent according to bonding agent manufacturer's instructions.
- E. In locations where new concrete is doweled into hardened concrete, drill holes in existing concrete, and utilize chemical adhesive system.

3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

- A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.
- B. Install welded wire reinforcement in maximum possible lengths, and offset end laps in both directions. Splice laps with tie wire.
- C. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with concrete placement.

3.04 PLACING CONCRETE

A. Place concrete in accordance with ACI 304R.

- B. Place concrete for floor slabs in accordance with ACI 302.1R.
- C. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- D. Ensure reinforcement, inserts, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.
- E. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.
- F. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- G. Finish floors level and flat, unless otherwise indicated, within the tolerances specified below.
- H. Deposit and consolidate concrete for slabs in a continuous operation until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.
 - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 4. Slope surfaces uniformly to drains where required.
 - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- I. Cold Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

- 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
- 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
- 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- K. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:
 - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.05 SLAB JOINTING

- A. Locate joints as indicated on drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
 - 1. Install wherever necessary to separate slab from other building members, including columns, walls, equipment foundations, footings, stairs, manholes, sumps, and drains.

3.06 FLATNESS AND LEVELNESS TOLERANCES

- A. Maximum Variation of Surface Flatness:
 - 1. Exposed Concrete Floors: 1/8 inch in 10 feet.
- B. Correct the slab surface if tolerances are less than specified.
- C. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

3.07 CONCRETE FINISHING

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Unexposed Form Finish: Rub down or chip off fins or other raised areas 1/4 inch or more in height.
- C. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/4 inch (6 mm) or more in height. Provide finish as follows:

- 1. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, not more than 24 hours after form removal.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.
- E. Concrete Slabs: Finish to requirements of ACI 302.1R, and trowel as described in ACI 302.1R, minimizing burnish marks and other appearance defects.

3.08 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
 - 1. Normal concrete: Not less than seven days, or approved by Engineer.
- C. Formed Surfaces: Cure by moist curing with forms in place for full curing period.
- D. Surfaces Not in Contact with Forms:
 - 1. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days, or approved by Engineer, by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
 - a. Ponding: Maintain 100 percent coverage of water over floor slab areas, continuously for 4 days.
 - b. Spraying: Spray water over floor slab areas and maintain wet.
 - c. Saturated Burlap: Saturate burlap-polyethylene and place burlap-side down over floor slab areas, lapping ends and sides; maintain in place.
 - 2. Final Curing: Begin after initial curing but before surface is dry.
 - a. Moisture-Retaining Sheet: Lap strips not less than 3 inches and seal with waterproof tape or adhesive; secure at edges.
 - b. Curing Compound: Apply in two coats at right angles, using application rate recommended by manufacturer.

3.09 FIELD QUALITY CONTROL

- A. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
- B. Tests of concrete and concrete materials may be performed at any time to ensure compliance with specified requirements.

- C. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure three concrete test cylinders. Obtain test samples for every 50 cubic yards or less of each class of concrete placed.
- D. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
- E. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.
- F. Perform one air content test for each set of test cylinders taken following procedures of ASTM C231 or ASTM C173.

3.10 DEFECTIVE CONCRETE

- A. Test Results: The testing agency shall report test results in writing to Engineer and Rockland Green within 24 hours of test.
- B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the Engineer. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.
- E. Patching: Repair defective areas and fill form-tie holes and similar defects in accordance with Chapter 9 of ACI 301. Where, in the opinion of the Engineer, surface defects such as honeycomb occur, repair the defective areas as directed by the Engineer.

3.11 PROTECTION

A. Do not permit traffic over unprotected concrete floor surface until fully cured.

END OF SECTION

SECTION 03410

PLANT-PRECAST STRUCTURAL CONCRETE

PART 1 GENERAL

1.01. SUMMARY

- A. Section Includes:
 - 1. Precast Scale Pit.

1.02. PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design precast structural concrete, including comprehensive engineering analysis by a qualified professional engineer registered in the state of New York, using performance requirements and design criteria indicated and as required by applicable codes.
- B. Structural Performance: Provide precast structural concrete units and connections capable of withstanding the following design loads within limits and under conditions indicated:
 - 1. Live Loads:
 - a. Structures shall be designed to withstand the applied wheel loading on the top slab, from an HS20 truck axle per AASHTO LRFD Bridge Design Specifications.
 - 2. Lateral Each Pressure: Design vaults for lateral pressures from surrounding soils, hydrostatic pressure (groundwater) and surcharge:
 - a. Saturated Soils unit weight 130 pcf.
 - b. Angle of Internal Friction 32 degrees.
 - c. Coefficient of Active Earth Pressure 0.31.
 - d. Coefficient of Passive Earth Pressure 3.25.
 - e. Coefficient of At-Rest Earth Pressure 0.47.
 - f. Coefficient of Friction 0.40.
 - g. Groundwater to finished grade.
 - h. Surcharge 2 feet of soil
 - 3. Buoyant Uplift Resistance: Design Pit to resist uplift based on a maximum groundwater elevation at finished grade.

1.03. SUBMITTALS

- A. Product Data: For the following:
 - 1. Joint Sealing Gaskets.
- B. Design Mixtures: For each precast concrete mixture. Include compressive strength and, if required, water-absorption tests.
- C. Shop Drawings:
 - 1. Include member locations, plans, elevations, dimensions, shapes and sections, openings, support conditions, and types of reinforcement, including special reinforcement.
 - 2. Detail fabrication and installation of precast structural concrete units, including connections at member ends and to adjoining construction.
 - 3. Indicate joints, reveals, drips, chamfers, and extent and location of each surface finish.
 - 4. Indicate separate face and backup mixture locations and thicknesses.
 - 5. Indicate type, size, and length of welded connections by AWS standard symbols.
 - 6. Detail loose and cast-in hardware, lifting and erection inserts, connections, and joints.
 - 7. Indicate locations, tolerances, and details of anchorage devices to be embedded in or attached to structure or other construction.
 - 8. Include and show locations for openings larger than 10 inches. Where additional structural support is required, include header design.
 - 9. Indicate location of each precast structural concrete unit by same identification mark placed on panel.
- D. Delegated-Design Submittal: For precast structural concrete indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Show precast structural concrete unit types, connections, types of reinforcement, including special reinforcement, and concrete cover on reinforcement. Indicate location, type, magnitude, and direction of loads imposed on the building structural frame from precast structural concrete.

1.04. QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm that assumes responsibility for engineering precast structural concrete units to comply with performance requirements. Responsibility includes preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
 - 1. Designated as a PCI-certified plant as follows:

- a. Group C, Category C1 Precast Concrete Products (no prestressed reinforcement)
- B. Design Standards: Comply with ACI 318, ACI 350 and design recommendations in PCI MNL 120, "PCI Design Handbook - Precast and Prestressed Concrete", applicable to types of precast structural concrete units indicated.
- C. Quality-Control Standard: For manufacturing procedures, testing requirements, and qualitycontrol recommendations for types of units required, comply with PCI MNL 116, "Manual for Quality Control for Plants and Production of Structural Precast Concrete Products."

1.05. COORDINATION

- A. Furnish loose connection hardware and anchorage items to be embedded in or attached to other construction before starting that Work. Provide locations, setting diagrams, templates, instructions, and directions, as required, for installation.
- 1.06. DELIVERY, STORAGE, AND HANDLING
 - A. Support units during shipment on nonstaining shock-absorbing material in same position as during storage.
 - B. Store units with adequate bracing and protect units to prevent contact with soil, to prevent staining, and to prevent cracking, distortion, warping or other physical damage.
 - 1. Store units with dunnage across full width of each bearing point unless otherwise indicated.
 - 2. Place adequate dunnage of even thickness between each unit.
 - 3. Place stored units so identification marks are clearly visible and units can be inspected.
 - C. Handle and transport units in a manner that avoids excessive stresses that cause cracking or damage.
 - D. Lift and support units only at designated points shown on Shop Drawings.

PART 2 PRODUCTS

2.01 MOLD MATERIALS

- A. Molds: Rigid, dimensionally stable, non-absorptive material, warp and buckle free, that provides continuous precast concrete surfaces within fabrication tolerances indicated; nonreactive with concrete and suitable for producing required finishes.
 - 1. Mold-Release Agent: Commercially produced form-release agent that does not bond with, stain, or adversely affect precast concrete surfaces and does not impair subsequent surface or joint treatments of precast concrete.

2.02 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Steel Bar Mats: ASTM A 184/A 184M, fabricated from ASTM A 615/A 615M, Grade 60, deformed bars, assembled with clips.
- C Supports: Suspend reinforcement from back of mold or use bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place according to PCI MNL 116.

2.03 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150/C, 150M, Type I or Type III, gray, unless otherwise indicated.
 - 1. Concrete mix design shall include the use of an additive designed to provide integral waterproofing and enhance concrete protection. Provide Concentrate Admix C-1000 by Xypex or approved equal.
- B. Supplementary Cementitious Materials:
 - 1. Fly Ash: ASTM C 618, Class C or F, with maximum loss on ignition of 3 percent.
 - 2. Silica Fume: ASTM C 1240, with optional chemical and physical requirement.
 - 3. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- C. Normal-Weight Aggregates: Except as modified by PCI MNL 116, ASTM C 33/C 33M, with coarse aggregates complying with Class 4S. Stockpile fine and coarse aggregates for each type of exposed finish from a single source (pit or quarry) for Project.
- D. Water: Potable; free from deleterious material that may affect color stability, setting, or strength of concrete and complying with chemical limits of PCI MNL 116.
- E. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
- F. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and to not contain calcium chloride, or more than 0.15 percent chloride ions or other salts by weight of admixture.
 - 1. Water-Reducing Admixtures: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.

2.04 STEEL CONNECTION MATERIALS

A. Carbon-Steel Shapes and Plates: ASTM A 36/A 36M.

- B. Carbon-Steel Bolts and Studs: ASTM A 307, Grade A; carbon-steel, hex-head bolts and studs; carbon-steel nuts, ASTM A 563; and flat, unhardened steel washers, ASTM F 844.
- C. Welding Electrodes: Comply with AWS standards.
- D. Precast Accessories: Provide clips, hangers, plastic or steel shims, and other accessories required to install precast structural concrete units.

2.05 GROUT MATERIALS

- A. Sand-Cement Grout: Portland cement, ASTM C 150/C 150M, Type I, and clean, natural sand, ASTM C 144 or ASTM C 404. Mix at ratio of 1 part cement to 2½ to 3 parts sand, by volume, with minimum water required for placement and hydration. Water-soluble chloride ion content less than 0.06 percent by weight of cement when tested according to ASTM C 1218/C 1218M.
- B. Nonmetallic, Nonshrink Grout: Packaged, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage-compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107/C 1107M, Grade A for drypack and Grades B and C for flowable grout and of consistency suitable for application within a 30-minute working time. Water-soluble chloride ion content less than 0.06 percent by weight of cement when tested according to ASTM C 1218/C 1218M.
- C. Epoxy-Resin Grout: Two-component, mineral-filled epoxy resin; ASTM C 881/C 881M, of type, grade, and class to suit requirements.

2.06 CONCRETE MIXTURES

- A. Prepare design mixtures for each type of precast concrete required.
 - 1. Limit use of fly ash to 20 percent replacement of portland cement by weight and GROUND granulated blast-furnace slag to 40 percent of portland cement by weight; metakaolin and silica fume to 10 percent of portland cement by weight.
- B. Design mixtures may be prepared by a qualified independent testing agency or by qualified precast plant personnel at precast structural concrete fabricator's option.
- C. Limit water-soluble chloride ions to maximum percentage by weight of cement permitted by ACI 318 or PCI MNL 116 when tested according to ASTM C 1218/C 1218M.
- D. Normal-Weight Concrete Mixtures: Proportion face and backup mixtures or full-depth mixtures, at fabricator's option by either laboratory trial batch or field test data methods according to ACI 211.1, with materials to be used on Project, to provide normal-weight concrete with the following properties:
 - 1. Compressive Strength (28 Days): 5000 psi.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.42.
- E. Water Absorption: For structural precast concrete with an architectural finish, limit water absorption to 6 percent by weight or 14 percent by volume, tested according to ASTM C 642, except for boiling requirement.

- F. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content complying with PCI MNL 116.
- G. When included in design mixtures, add other admixtures to concrete mixtures according to manufacturer's written instructions.
- I. Concrete Mix Adjustments: Concrete mix design adjustments may be proposed if characteristics of materials, Project conditions, weather, test results, or other circumstances warrant.

2.07 MOLD FABRICATION

- A. Molds: Accurately construct molds, mortar tight, of sufficient strength to withstand pressures due to concrete-placement operations and temperature changes and for prestressing and detensioning operations. Coat contact surfaces of molds with release agent before reinforcement is placed. Avoid contamination of reinforcement and prestressing tendons by release agent.
- B. Maintain molds to provide completed precast structural concrete units of shapes, lines, and dimensions indicated, within fabrication tolerances specified.
 - 1. Form joints are not permitted on faces of structural precast concrete with an architectural finish that is exposed to view in the finished work.
 - 2. Edge and Corner Treatment: Uniformly chamfered.

2.08 FABRICATION

- A. Cast-in Anchors, Inserts, Plates, Angles, and Other Anchorage Hardware: Fabricate anchorage hardware with sufficient anchorage and embedment to comply with design requirements. Accurately position for attachment of loose hardware and secure in place during precasting operations. Locate anchorage hardware where it does not affect position of main reinforcement or concrete placement.
 - 1. Weld-headed studs and deformed bar anchors used for anchorage according to AWS D1.1/D1.1M and AWS C5.4, "Recommended Practices for Stud Welding."
- B. Cast-in access doors in precast structural concrete slabs as indicated on the Contract Drawings.
- C. Cast-in reglets, slots, holes, and other accessories in precast structural concrete units as indicated on the Contract Drawings.
- D. Cast-in openings larger than 10 inches in any dimension. Do not drill or cut openings or prestressing strand without Engineer's approval.
- E. Reinforcement: Comply with recommendations in PCI MNL 116 for fabricating, placing, and supporting reinforcement.
 - 1. Clean reinforcement of loose rust and mill scale, earth, and other materials that reduce or destroy the bond with concrete. When damage to epoxy-coated reinforcement exceeds limits specified in ASTM A 775/A 775M, repair with patching material compatible with coating material and epoxy coat bar ends after cutting.

- 2. Accurately position, support, and secure reinforcement against displacement during concrete-placement and consolidation operations. Completely conceal support devices to prevent exposure on finished surfaces.
- 3. Place reinforcing steel and prestressing strand to maintain at least 3/4-inch minimum concrete cover. Increase cover requirements for reinforcing steel to 1½ inches when units are exposed to corrosive environment or severe exposure conditions. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position while placing concrete. Direct wire tie ends away from finished, exposed concrete surfaces.
- 4. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh spacing and wire tie laps, where required by design. Offset laps of adjoining widths to prevent continuous laps in either direction.
- F. Reinforce precast structural concrete units to resist handling, transportation, and erection stresses and specified in-place loads.
- G. Prestress tendons for precast structural concrete units by either pretensioning or posttensioning methods. Comply with PCI MNL 116.
 - 1. Delay detensioning or post-tensioning of precast, prestressed structural concrete units until concrete has reached its indicated minimum design release compressive strength as established by test cylinders cured under same conditions as concrete unit.
 - 2. Detension pretensioned tendons either by gradually releasing tensioning jacks or by heat cutting tendons, using a sequence and pattern to prevent shock or unbalanced loading.
 - 3. If concrete has been heat cured, detension while concrete is still warm and moist to avoid dimensional changes that may cause cracking or undesirable stresses.
 - 4. Protect strand ends and anchorages with bituminous, zinc-rich, or epoxy paint to avoid corrosion and possible rust spots.
 - 5. Protect strand ends and anchorages with a minimum of 1-inch thick, nonmetallic, nonshrink, grout mortar and sack rub surface. Coat or spray the inside surfaces of pocket with bonding agent before installing grout.
- H. Comply with requirements in PCI MNL 116 and in this Section for measuring, mixing, transporting, and placing concrete. After concrete batching, no additional water may be added.
- I. Place concrete in a continuous operation to prevent seams or planes of weakness from forming in precast concrete units.
 - 1. Place backup concrete mixture to ensure bond with face-mixture concrete.
- J. Thoroughly consolidate placed concrete by vibration without dislocating or damaging reinforcement and built-in items, and minimize pour lines, honeycombing, or entrapped air voids on surfaces. Use equipment and procedures complying with PCI MNL 116.

- 1. Place self-consolidating concrete without vibration according to PCI TR-6, "Interim Guidelines for the Use of Self-Consolidating Concrete in Precast/Prestressed Concrete Institute Member Plants." Ensure adequate bond between face and backup concrete, if used.
- K. Comply with PCI MNL 116 procedures for hot and cold-weather concrete placement.
- L. Identify pickup points of precast structural concrete units and orientation in structure with permanent markings, complying with markings indicated on Shop Drawings. Imprint or permanently mark casting date on each precast structural concrete unit on a surface that does not show in finished structure.
- M. Cure concrete, according to requirements in PCI MNL 116, by moisture retention without heat or by accelerated heat curing using live steam or radiant heat and moisture. Cure units until compressive strength is high enough to ensure that stripping does not have an effect on performance or appearance of final product.
- N. Discard and replace precast structural concrete units that do not comply with requirements, including structural, manufacturing tolerance, and appearance, unless repairs meet requirements in PCI MNL 116 and meet Engineer's approval.

2.09 FABRICATION TOLERANCES

- A. Fabricate precast structural concrete units to shapes, lines, and dimensions indicated so each finished unit complies with PCI MNL 116 product dimension tolerances as well as position tolerances for cast-in items.
- 2.10 COMMERCIAL FINISHES
 - A. Commercial Grade: Remove fins and protrusions larger than 1/8 inch and fill holes larger than ½ inch. Rub or grind ragged edges. Faces must have true, well-defined surfaces. Air holes, water marks, and color variations are permitted. Limit form joint offsets to 3/16 inch.
 - B. Screed or float finish unformed surfaces. Strike off and consolidate concrete with vibrating screeds to a uniform finish. Hand screed at projections. Normal color variations, minor indentations, minor chips, and spalls are permitted. Major imperfections, honeycombing, or defects are not permitted.

2.11 SOURCE QUALITY CONTROL

- A. Testing: Test and inspect precast structural concrete according to PCI MNL 116 requirements and ASTM C 1610/C 1610M, ASTM C 1611/C 1611M, ASTM C 1621/C 1621M, and ASTM C 1712/C 1712M.
- B. Strength of precast structural concrete units is considered deficient if units fail to comply with ACI 318 requirements for concrete strength.
- C. If there is evidence that strength of precast concrete units may be deficient or may not comply with ACI 318 requirements, employ a qualified testing agency to obtain, prepare, and test cores drilled from hardened concrete to determine compressive strength according to ASTM C 42/C 42M.

- 1. A minimum of three representative cores will be taken from units of suspect strength, from locations directed by Engineer.
- 2. Test cores in an air-dry condition or, if units are wet under service conditions, test cores after immersion in water in a wet condition.
- 3. Strength of concrete for each series of three cores is considered satisfactory if average compressive strength is equal to at least 85 percent of 28-day design compressive strength and no single core is less than 75 percent of 28-day design compressive strength.
- 4. Report test results in writing on same day that tests are performed, with copies to Engineer, Contractor, and precast concrete fabricator. Test reports include the following:
 - a. Project identification name and number.
 - b. Date when tests were performed.
 - c. Name of precast concrete fabricator.
 - d. Name of concrete testing agency.
 - e. Identification letter, name, and type of precast concrete unit(s) represented by core tests; design compressive strength; type of break; compressive strength at breaks, corrected for length-diameter ratio; and direction of applied load to core in relation to horizontal plane of concrete as placed.
- D. Patching: If core test results are satisfactory and precast structural concrete units comply with requirements, clean and dampen core holes and solidly fill with same precast concrete mixture that has no coarse aggregate, and finish to match adjacent precast concrete surfaces.
- E. Defective Units: Discard and replace precast structural concrete units that do not comply with requirements, including strength, manufacturing tolerances, and color and texture range. Chipped, spalled, or cracked units may be repaired, subject to Engineer's approval. Engineer reserves the right to reject precast units that do not match approved samples, sample panels, and mockups. Replace unacceptable units with precast concrete units that comply with requirements.

2.12 JOINT SEALING GASKET

- A. Provide performed plastic gaskets for all horizontal joints between sections.
 - 1. Flexible plastic gasket-type sealant shall be butyl rubber, meeting the requirements of Federal Specification SS-S-210A, and shall conform to the applicable requirements of ASTM C-361, Section 5.7.
 - 2. Sealing compound shall be provided in extruded rope form of minimum 1" cross section. Size of sealant shall be in accordance with the manufacturer's recommendations and of sufficient size to obtain squeeze-out of materials around the entire interior and exterior circumference of the vaults.

3. Joint surfaces shall be primed and sealant applied in conformance with the written specifications of the sealant manufacturer.

2.13 SCALE PIT

- A. Provide precast concrete units, including base slab and walls, to the dimensions shown on the drawings.
- B. At manufacturer's option, the base slab may be cast monolithically with the walls or cast independently of the walls, and assembled in the field.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine supporting structural frame or foundation and conditions for compliance with requirements for installation tolerances, bearing surface tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Do not install precast concrete units until supporting, cast-in-place has attained minimum allowable design compressive strength or until supporting steel or other structure is structurally ready to receive loads from precast concrete units.

3.02 INSTALLATION

- A. Install clips, hangers, bearing pads, and other accessories required for connecting precast structural concrete units to supporting members and backup materials.
- B. Erect precast structural concrete level, plumb, and square within specified allowable tolerances. Provide temporary structural framing, shoring, and bracing as required to maintain position, stability, and alignment of units until permanent connections are complete.
 - 1. Install temporary steel or plastic spacing shims or bearing pads as precast structural concrete units are being erected. Tack weld steel shims to each other to prevent shims from separating.
 - 2. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.
 - 3. Remove projecting lifting devices and use plastic patch caps or sand-cement grout to fill voids within recessed lifting devices flush with surface of adjacent precast surfaces when recess is exposed.
- C. Connect precast structural concrete units in position by bolting, welding, grouting, or as otherwise indicated on Shop Drawings. Remove temporary shims, wedges, and spacers as soon as practical after connecting and grouting are completed.
 - 1. Do not permit connections to disrupt continuity of roof flashing.

- D. Field cutting of precast units is not permitted.
- E. Fasteners: Do not use drilled or powder-actuated fasteners for attaching accessory items to precast, prestressed concrete units.
- F. Welding: Comply with applicable AWS D1.1/D1.1M and AWS D1.4/D1.4M for welding, welding electrodes, appearance, quality of welds, and methods used in correcting welding work.
 - 1. Protect precast structural concrete units and bearing pads from damage by field welding or cutting operations, and provide noncombustible shields as required.
 - 2. Clean weld-affected steel surfaces with chipping hammer followed by brushing, and apply a minimum 4.0-mil thick coat of galvanized repair paint to galvanized surfaces according to ASTM A 780/A 780M.
 - 3. Clean weld-affected steel surfaces with chipping hammer followed by brushing, and reprime damaged painted surfaces.
 - 4. Visually inspect welds and remove, reweld or repair incomplete and defective welds.
- G. Grouting or Dry-Packing Connections and Joints: Grout connections and joints and open spaces at keyways, connections, and joints where required or indicated on Shop Drawings. Retain flowable grout in place until hard enough to support itself. Alternatively, pack spaces with stiff dry-pack grout material, tamping until voids are completely filled.
 - 1. Place grout and finish smooth, level, and plumb with adjacent concrete surfaces.
 - 2. Fill joints completely without seepage to other surfaces.
 - 3. Trowel top of grout joints on roofs smooth and uniform. Finish transitions between different surface levels not steeper than 1 to 12.
 - 4. Place grout end cap or dam in voids at ends of hollow-core slabs.
 - 5. Promptly remove grout material from exposed surfaces before it affects finishes or hardens.
 - 6. Keep grouted joints damp for not less than 24 hours after initial set.

3.03 ERECTION TOLERANCES

- A. Erect precast structural concrete units level, plumb, square, and in alignment without exceeding the noncumulative erection tolerances of PCI MNL 135.
- B. Minimize variations between adjacent slab members by jacking, loading, or other method recommended by fabricator and approved by Engineer.
- 3.04 REPAIRS
 - A. Repair precast structural concrete units if permitted by Engineer.

- 1. Repairs may be permitted if structural adequacy, serviceability, durability, and appearance of units has not been impaired.
- B. Mix patching materials and repair units so cured patches blend with color, texture, and uniformity of adjacent exposed surfaces and show no apparent line of demarcation between original and repaired work, when viewed in typical daylight illumination from a distance of 20 feet
- C. Prepare and repair damaged galvanized coatings with galvanizing repair paint according to ASTM A 780/A 780 M.
- D. Wire brush, clean, and paint damaged prime-painted components with same type of shop primer.
- E. Remove and replace damaged precast structural concrete units that cannot be repaired or when repairs do not comply with requirements as determined by Engineer.

3.05 CLEANING

- A. Clean mortar, plaster, fireproofing, weld slag, and other deleterious material from concrete surfaces and adjacent materials immediately.
- B. Clean exposed surfaces of precast concrete units after erection and completion of joint treatment to remove weld marks, other markings, dirt, and stains.
 - 1. Perform cleaning procedures, if necessary, according to precast concrete fabricator's written recommendations. Protect other work from staining or damage due to cleaning operations.
 - 2. Do not use cleaning materials or processes that could change the appearance of exposed concrete finishes or damage adjacent materials.

END OF SECTION

SECTION 03600

GROUT

PART 1 GENERAL

1.01. SECTION INCLUDES

- A. Non-shrink grout for setting of equipment, column baseplates, precast units, and other accessories.
- B. Non-shrink grout to patch voids around slab and wall penetrations.

1.02. REFERENCES

The publications listed below form a part of this specification.

- A. American Concrete Institute
 - 1. ACI 304 Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete
 - 2. ACI 309 Practice for Consolidation of Concrete
- B. American Society for Testing and Materials
 - 1. ASTM C31 Method of Making and Curing Concrete Test Specimens in the Field
 - 2. ASTM C109 Test Method for Compressive Strength of Hydraulic CementMortars (Using 2 inch or 50 mm Cube Specimens)
 - 3. ASTM C143 Test Method for Slump of Portland Cement Concrete
 - 4. ASTM C150 Portland Cement
 - 5. ASTM C1019 Standard Method of Sampling and Testing Grout
 - 6. ASTM C1107 Packaged Dry, Hydraulic-Cement Grout (Non-shrink)

1.03. SUBMITTALS

A. Submit catalog cut for non-shrink grout.

PART 2 PRODUCTS

2.01. GROUT

A. Non-Shrink Grout - Shall be a flowable, non-staining, premixed, cement-based, manufactured product, requiring only the addition of water or latex mix solution (supplied by the grout manufacturer) at the job site.

1. For support of equipment and column baseplates, for setting of precast units orother accessories, and for plugging voids around slab and wall penetrations, use grout specifically manufactured for such applications.

Provide Engineer with manufacturer's certification for the uses intended, including 2inch by 2-inch grout cube strength tests in accordance with ASTM C109. Plastic consistency of grout shall achieve minimum compressive strength of 5,000 psi in 7 days and 7,000 psi in 28 days.

- 2. Non-shrink grout shall be applicable for damp, corrosive environments.
- B. Adhesive anchor systems shall be used to install all bolts, anchors, and reinforcing bar dowels into concrete and/or masonry, as specified in Section 05505, Concrete And Masonry Anchors.
- PART 3 EXECUTION

3.01. INSTALLATION

- A. Prepare surfaces, mix product, and install grout per manufacturer's instructions.
- B. Provide curing of the grout per manufacturer's recommendations.

END OF SECTION

SECTION 05505

CONCRETE ANCHORS

PART 1 GENERAL

1.01. SECTION INCLUDES

- A. Post-installed chemical adhesive anchor system for installing threaded rods (bolts) and reinforcing bar dowels into concrete and masonry. Both threaded rods (bolts) and dowels are referred to as anchors herein.
- B. Limited use of post-installed mechanical anchors in concrete and masonry.

1.02. REFERENCES

ACI 355.1R	State-of-the-Art Report on Anchorage to Concrete
ASTM A153	Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A307	Carbon Steel Bolts and Studs, 60 ksi Tensile Strength
ASTM A325	Structural Bolts, Heat Treated, 120/105 ksi Tensile Strength
ASTM A449	Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use
ASTM A615	Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM E488	Strength of Anchors in Concrete and Masonry Elements
ASTM E1512	Testing Bond Performance of Bonded Anchors
ASTM F593	Stainless Steel Bolts, Hex Cap Screws, and Studs
ASTM F594	Stainless Steel Nuts
ASTM F1554	Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength
ICC AC 308	Acceptance Criteria for Post-installed Adhesive Anchors in Concrete Elements

1.03. SUBMITTALS

- A. Submit catalog cuts for chemical adhesive grout product to be used for anchoring threaded rods (bolts) and dowels into concrete and/or masonry. Catalog cuts (do not submit whole catalogs) shall be clearly marked to include:
 - 1. Tension and shear strength design values for each anchor size used on this project.
 - 2. Manufacturer's installation instructions.
 - 3. Allowable temperature range for proper anchor installation.
- B. Submit the ICC-ES Evaluation Service Report (ESR) for proposed adhesive anchor system if not a named product below in Part 2.

- C. Submit data on adhesive anchor threaded rods to be used, including materials, sizes, lengths, etc.
- D. Submit catalog cuts on mechanical, expansion-type anchor bolts and drop-ins, and clarification on the requested use.

1.04. QUALITY ASSURANCE

- A. If the Contractor is not experienced in installing chemical adhesive anchors, or as requested by the Engineer, a representative from the adhesive anchor manufacturer shall be presentat start of project to instruct the Contractor on how to properly install the adhesive anchors.
- B. Upon request, 5 percent of all adhesive anchors shall be proof-loaded by an independent testing laboratory. The location(s) shall be determined by Engineer. These tests shall be paid for by the Contractor and the results shall be submitted to the Engineer.
- C. Adhesive anchor systems shall have a current ICC-ES Evaluation Service Report that states recommended design capacities. Reports shall be performed in accordance with ICC AC308 and ASTM E1512.

1.05. COORDINATION

A. Coordinate the placement of anchor bolts with approved items and fabrications.

PART 2 PRODUCTS

2.01. MATERIALS

- A. Adhesive anchor system shall be a high-strength, premeasured, two-part, self-mixing, cartridge-type epoxy adhesive such as "HIT HY 200" by Hilti, Inc.; "Epcon S7" by ITW Red Head, "Set-XP" by Simpson Strong-Tie Company, Inc.; or equal.
 - 1. Provided adhesive anchor system shall meet or exceed the minimum loading capacities of these specified products.
 - 2. Where anchors or dowels are to be drilled and embedded into hollow(ungrouted) masonry, provide adhesive and sleeve (screen tube) system for this specific application. Provide adhesive anchor system specifically designed for masonry applications.
- B. Mechanical Anchors Mechanical (expansion-type) anchors are not allowed unless specifically requested (for a special application) by the Contractor and approved by Engineer in writing. Refer to limitations of use stated in Part 3.
 - 1. If approved, they shall be hot-dip galvanized or stainless steel expansion-typebolts or drop-in anchors.
 - 2. Anchors shall be rated for a minimum of twice the required load capacity.
- C. Threaded Anchors Threaded anchors with integral threaded rod coupler for use in overhead applications.
 - 1. Anchors shall be rated for a minimum of twice the required load capacity.

- D. Stainless Steel Threaded Rods ASTM A593, Type 316.
- E. Stainless Steel Nuts ASTM A594, Type 316.
- F. Reinforcing Steel Dowels ASTM A615, Grade 60 deformed bar.
- G. All threaded rods and anchor bolt accessories, including nuts, washers, etc. shall be of the same material as the rods/bolts.

PART 3 EXECUTION

3.01. INSTALLATION OF ADHESIVE ANCHOR SYSTEMS

- A. All bolted connections to concrete and masonry shall utilize an adhesive anchor system as specified above.
- B. Threaded stainless steel rods shall be used for all anchor bolt applications, unless noted otherwise in the Contract Documents.
- C. Provide templates or other means to accurately locate anchors.
- D. Drilled holes shall be cleaned out and shall be free of dust and trapped water.
- E. Masonry wall (cores) shall be filled with grout where anchors are to be installed. In existing construction where masonry cores are not (and cannot be) grout filled, manufacturer's masonry screen tube shall be used with anchor installation.
- F. Install adhesive anchors in accordance with manufacturer's recommendations.
- G. Anchor bolts installed into concrete and/or masonry shall not be closer than 6 inches o.c. unless indicated otherwise.
- H. All structural members bolted to concrete and/or masonry shall be made with a minimum of two 5/8-inch diameter anchors at each connection.
- I. Anchor bolts and dowels shall be clean and free of coatings or other contaminants that would impair bonding to the chemical adhesive.
- J. Threaded rods shall be long enough to project through the entire depth of nut and shall be approximately ½ inch beyond the top of nut.
- K. Anchor bolts and dowels shall not be installed in concrete less than seven days old, or approved by Engineer, or older if recommended by the manufacturer.
- L. Adhesive anchors shall be fully cured prior to applying load on anchor.

3.02. INSTALLATION OF CAST-IN AND EMBEDDED ANCHORS

- A. All cast-in and embedded anchors shall be hot-dip galvanized unless noted otherwise in the Contract Documents.
- B. Provide templates or other means to accurately place anchors.
- C. Anchors shall be secured in place to not allow displacement during placement of concrete

or masonry grout.

- D. Concrete or masonry grout shall be thoroughly vibrated around the anchors for proper bonding of the anchors.
- E. Anchor rods shall be long enough to project through the entire depth of nut and shall be cut off at 1/2 inch beyond the top of nut.
- F. Concrete or masonry shall be at full 28-day compressive strength prior to applying load on anchor, or approved by Engineer.

3.03. INSTALLATION OF MECHANICAL ANCHORS

- A. Mechanical (expansion-type) anchors are only allowed for overhead (ceiling) applications where thru-bolting cannot be performed. Mechanical anchors are not allowed for any other use unless specifically requested (for a special application) by the Contractor and approved by Engineer in writing.
- B. Mechanical anchors shall support static tension loads not exceeding 200 lbs. per anchor.
- C. Drilled holes shall be cleaned out and free of dust.
- D. Anchors shall be fully seated prior to pretension. Pretension in accordance with manufacturer's instructions.
- E. Engineer may request any/all these mechanical anchors to be proof-loaded.

END OF SECTION

Request for Proposals RFP 2023-13 Concrete Pit & Foundation for Axle Truck Scale

APPENDIX E

DRAWINGS

GENERAL CONCRETE CONSTRUCTION NOTES

A. Reinforced concrete design follows ACI 318-14.

E.

- B. All cast-in-place concrete shown is structural concrete with a 5,000 psi 28-day compressive strength and Type III Portland Cement. Refer to Section 03300 of technical specifications. Refer to Section 03410 of technical specifications for pre-cast concrete requirements.
- C. Reinforcement will be new Billet Steel, conforming to ASTM A-615 Grade 60, deformed.
- D. Detail, fabricate and erect reinforcing bars in accordance with "Details and Detailing Concrete Reinforcement," (ACI 315R-18).

Unless otherwise shown, all reinforcing steel shall be provided with minimum cor cover as follows:							
Slabs on grade:	 top reinf. (interior) top reinf. (exterior) 	1 ½" 2"					
	- bottom reinf.	3"					
Foundation slab/footing	- top reinf.	2"					
	 bottom reinf. 	3"					
Beams and columns	-	2"					
Walls	-	2"					

- F. Lap splices and embedments for reinforcement shall follow the chart shown on this drawing unless otherwise indicated on the drawings.
- G. Any revisions to joint placement, pour sequencing or reinforcing splices must be submitted to the engineer for review and approval prior to submittal of reinforcing steel shop drawings.
- H. Cure concrete at a minimum temperature of 50° F for seven days, following the criteria of ACI 308.1-11.
- I. Concrete surfaces shall be finished per Section 03300 of the specifications.
- J. Chamfer exposed concrete edges $\frac{3}{4}$ " x $\frac{3}{4}$ " unless otherwise noted.
- K. Equipment pad dimensions, housekeeping pad dimensions and openings for hatches, ducts and pipes must be coordinated with approved equipment shop drawings, and with the requirements shown on other drawings, this project set.
- L. The contractor is responsible for maintaining stability and preventing floatation of structures during all phases of construction.

CONCRETE CONSTRUCTION NOTES



NOTES:

- A. $F'c = 5,000 PSI (NORMAL WEIGHT CONCRETE), F_v = 60,000 PSI.$
- CONCRETE CAST BELOW THE REINFORCEMENT. C. LAP SPLICES SHOWN ARE TENSION LAPS, CLASS B.
- D. MINIMUM CLEAR COVER IS 1.5 INCHES. MINIMUM SPACING IS 4 INCHES.









The following is paraphrased from the New York Education Law, Article 145, Section 7209, and Chapter II Section 79-1.4, and applies to this drawing: "It is a violation of this law for any person unless he is acting under the direction of a licensed professional engineer, licensed landscape architect or licensed land surveyor to alter an item in any way. If an item bearing the seal of an engineer, landscape architect or land surveyor is altered, the altering engineer, landscape architect or land surveyor shall affix to the item his seal and the notation "altered by" followed by his signature and the date of such alteration and a specific description of the



CLIENT / SUBCONSULTANT:



Environmental

Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. 217 Montgomery Street, Suite 1100 Syracuse, New York 13202 P. 315.471.0688

4	MIN EMBEDMENT LENGTH (INCHES)									
RS	S TOP BARS OTHER BAR									
	14	12								
	20	15								
	24	18								
	28	22								
	36	27								
	45	36								
	56	45								
	69	54								
	84	64								

B. TOP BARS ARE HORIZONTAL BARS WITH MORE THEN 12" DEPTH OF







CORNER WALL

REINFORCEMENT DETAIL



6 NO SCALE

RFP 2022-13: CONCRETE PIT & FOUNDATION FOR AXLE TRUCK SCALE

PROJECT LOCATION: HILLBURN TRANSFER STATION, HILLBURN NEW YORK LIENT: ROCKLAND GREEN

5

NO SCALE

DRAWING TITLE: GENERAL NOTES AND DETAILS

KEYED WALL / SLAB JOINT DETAIL

DR	AWINGS ISSU	EDR JOB#: 20098				
NO.	DATE	ISSUED FOR / REVISION	BY	СНК	APP	DATE: 11/2023
1	11/17/23	FOR CONSTRUCTION	KAD	MSD		SCALE: AS NOTED
2						DRAWN BY: KAD
3						CHECKED BY: MSD
4						DRAWING NUMBER:
5						C 001
6						3-00 I



0	4'	-0"	8'-0"		12'	-0
SCAL	E 3/16	"=1'-0"	AT OR	IGINAL	SIZE	

DR	AWINGS ISSU	EDR JOB#: 20098					
NO.	DATE	ISSUED FOR / REVISION	APP	DATE: 11/2023			
1	11/17/23	FOR CONSTRUCTION	KAD	MSD		SCALE: AS NOTED	
2						DRAWN BY: KAD	
3						CHECKED BY: MSD	
4						DRAWING NUMBER:	
5						C 101	
6						3-101	



0	2'-	-0"	4'-	-0"	6'-	-0"	8'-	-0"
SCA	IF 1	/4"=1	'-0"	AT C	RIGI	NAI	SIZE	

DR	AWINGS ISSU		EDR JOB#: 20098								
NO.	DATE	ISSUED FOR / REVISION	BY	СНК	APP	DATE: 11/2023					
1	11/17/23	FOR CONSTRUCTION	KAD	MSD		SCALE: AS NOTED					
2						DRAWN BY: KAD					
3						CHECKED BY: MSD					
4						DRAWING NUMBER:					
5						C 102					
6						3-102					
						/					



NOTES:

- 1. REFER TO DRAWING S-001 FOR CONCRETE NOTES AND DETAILS.
- 2. COORDINATE PIPE, CONDUIT AND EQUIPMENT LOCATIONS WITH EQUIPMENT MANUFACTURER'S REQUIREMENTS AND DRAWINGS OF OTHER DISCIPLINES.
- 3. PROVIDE WALL/SLAB OPENINGS REINFORCEMENT IN ACCORDANCE WITH DETAIL ON DRAWING S-001.
- 4. TOP OF HIGH-STRENGTH GROUT EQUIPMENT PADS TO BE $14\frac{1}{2}$ " BELOW FINAL SCALE ELEVATION OF 529.55 AND BE LEVEL TO EACH OTHER $\pm \frac{1}{3}$ ".
- 5. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING DIMENSIONS.
- 6. CONTRACTOR TO COORDINATE FINAL DIMENSIONS WITH REQUIREMENTS OF OWNER PROVIDED SCALE.
- 7. 2"Ø PVC COATED RIGID GALVANIZED CONDUIT TO SCALE READ OUT PANEL (TO BE COORDINATED WITH ROCKLAND GREEN AND ATLANTIC SCALES). EXIT TO FRONT WALL ALONG EXISTING OH DOOR. ALL CONCRETE FOUNDATION PENETRATIONS SHALL BE SEALED PER THE DETAIL OF SHEET S-001. PROPOSER SHALL INCLUDE UP TO 30 LF OF CONDUIT IN THE PROPOSED PRICE, INCLUDING FITTINGS AND WALL CONNECTIONS.

0			2'-0"		0"	4'-0"		6'	-0"	8'-	-0"
001		1	4"-4	<u>ار ا</u>	<u>лт с</u>						

SCALE 1/4"=1'-0" AT ORIGINAL SIZE

_										
	DR	AWINGS ISSU	EDR JOB#: 20098							
	NO.	DATE	ISSUED FOR / REVISION	APP	DATE: 11/2023					
	1	11/17/23	FOR CONSTRUCTION	KAD	MSD		SCALE: AS NOTED			
	2						DRAWN BY: KAD			
	3						CHECKED BY: MSD			
	4						DRAWING NUMBER:			
	5						C 102			
	6						3-103			
_										



alteration".









RFP 2022-13: CONCRETE PIT & FOUNDATION

P. 315.471.0688





NOTES:

- 1. REFER TO DRAWING S-001 FOR CONCRETE NOTES AND DETAILS.
- 2. COORDINATE PIPE, CONDUIT AND EQUIPMENT LOCATIONS WITH EQUIPMENT MANUFACTURER'S REQUIREMENTS AND DRAWINGS OF OTHER DISCIPLINES.
- 3. PROVIDE WALL/SLAB OPENINGS REINFORCEMENT IN ACCORDANCE WITH DETAIL ON DRAWING S-001.
- 4. TOP OF HIGH-STRENGTH GROUT EQUIPMENT PADS TO BE $14\frac{1}{2}$ " BELOW FINAL SCALE ELEVATION OF 529.55 AND BE LEVEL TO EACH OTHER $\pm \frac{1}{8}$ ".
- 5. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING DIMENSIONS.
- 6. ALL SAW CUT SURFACES SHALL BE COATED WITH ANTI CORROSION PRIMER.
- 7. APPLY EPOXY BONDING ADHESIVE PRIOR TO CONCRETE PLACEMENT ON ALL SAW-CUT FACES.
- 8. ALL AREAS OF EXISTING SLAB WHERE UNDERCUTTING HAS OCCURRED SHALL BE BACKFILLED WITH LOW STRENGTH FLOWABLE FILL MATERIAL.
- 9. CONTRACTOR TO COORDINATE FINAL DIMENSIONS WITH REQUIREMENTS OF OWNER PROVIDED SCALE.

0	2'-	-0"	4'-0" 6'-0"			8'-	-0"			
SCALE 1/4"=1'-0" AT ORIGINAL SIZE										

SCALE 1/4"=1'-0" AT ORIGINAL SIZE

DR	AWINGS ISSU	EDR JOB#: 20098									
NO.	DATE	ISSUED FOR / REVISION	DATE: 11/2023								
1	11/17/23	FOR CONSTRUCTION	KAD	MSD		SCALE: AS NOTED					
2						DRAWN BY: KAD					
3						CHECKED BY: MSD					
4						DRAWING NUMBER:					
5						C 10/					
6						3-104					

Request for Proposals RFP 2023-13 Concrete Pit & Foundation for Axle Truck Scale

APPENDIX F

DRAFT CONTRACT

CONCRETE CONSTRUCTION AGREEMENT

CONCRETE FOUNDATION FOR AXLE TRUCK SCALE AT THE HILLBURN TRANSFER STATION

between

ROCKLAND GREEN

and

THIS AGREEMENT made the _____ day, of _____, 2023, by and between **ROCKLAND GREEN**, a municipal corporation of the State of New York, having its principal office at 172 Main Street, Nanuet, New York 10954, and _____, with a mailing address at ______ hereinafter referred to as **"CONTRACTOR,"** in the following manner;

WITNESSETH:

WHEREAS, ROCKLAND GREEN wishes to enter into an agreement with CONTRACTOR for the installation of a concrete foundation for an Axle Truck Scale at the Hillburn Transfer Station as defined in RFP 2023-13 as attached hereto, as requested by the ROCKLAND GREEN, and

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. <u>SERVICES:</u> The CONTRACTOR shall render and perform services for and to ROCKLAND GREEN in accordance with specifications and conditions as proposed, proposal annexed hereto and made a part of this Agreement as submitted by CONTRACTOR, see attached. CONTRACTOR represents and warrants to ROCKLAND GREEN that it, and its employees, agents and servants possess all the licenses, skills, experience, expertise, and independence to render these services to ROCKLAND GREEN.

1

2. <u>TERM</u>: This Agreement shall become effective on the date that both parties sign the Agreement and shall remain in full force and effect until final acceptance by **ROCKLAND GREEN** of **CONTRACTOR'S** work. **CONTRACTOR** shall perform the services under this Agreement the CONTRACTOR'S proposal, as annexed hereto and made a part of this Agreement.

3. <u>PAYMENT:</u> ROCKLAND GREEN agrees to pay CONTRACTOR and CONTRACTOR agrees to accept a maximum sum not to exceed <u>Thousand,</u> <u>Dollars and Cents (\$</u>____), in accordance with the terms and at the times specified in herein. <u>Payment will not be issued without Certified</u> <u>Payroll.</u>

4. <u>PREVAILING WAGE</u> – The CONTRACTOR acknowledges that all work performed pursuant to this contract requires the payment of prevailing wages to the CONTRACTOR's employees. ROCKLAND GREEN has been issued PRC# _____. The Authority requires the Contractor must submit certified payrolls on weekly basis.

5. <u>INDEPENDENT CONTRACTOR</u>: The CONTRACTOR, as an independent contractor, covenants and agrees that it, its employees, servants and/or agents, will neither hold itself or themselves out as, nor claim to be an employee, servant or agent of **ROCKLAND GREEN**, and that it, its employees, servants and/or agents will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of **ROCKLAND GREEN** including, but not limited to, Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credit.

6. <u>SUBCONTRACTORS</u>: All subcontractors are subject to the same terms and conditions for services required under this Agreement and any amendment thereto.

7. <u>QUALITY ASSURANCE:</u> For products and/or workmanship specified by association, trade, Federal Standards, comply with requirements of the standard, except when more ridged requirements are specified or are required by applicable codes.
8. <u>WARRANTY</u>: The CONTRACTOR shall guarantee/warranty both the workmanship and all products installed. CONTRACTOR warrants to ROCKLAND GREEN that all construction, installation, and related services provided hereunder shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of the contract documents, industry standards for the installation of security cameras.

9. <u>INSURANCE REQUIREMENTS:</u> The CONTRACTOR or subcontractor shall, at its own cost and expense, procure and maintain insurance to cover its work, services, employees, servants and/or agents under the terms of this Agreement as specified in <u>CONTRACTOR'S PROPOSAL</u>. When the CONTRACTOR signs and returns this Agreement, CONTRACTOR shall provide ROCKLAND GREEN with a policy endorsement showing the required insurance. It is expressly agreed that ROCKLAND GREEN shall be named as an additional insured on any general liability insurance policies and policy endorsements, and the policies and policy endorsements shall provide that the insurance shall not be cancelled or terminated without thirty (30) days prior written notice to ROCKLAND GREEN. Unless and until CONTRACTOR obtains such insurance and provides a policy endorsement to ROCKLAND GREEN, this Agreement shall not be effective and no monies shall be paid or given to CONTRACTOR. CONTRACTOR shall also ensure that each of its subcontractors provides the Authority with the same insurance as specified in this Section. Certificate of Insurance with the minimum requirements outlined below.

Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Ops Liability) \$2,000,000

Products/Completed Operations Aggregate \$2,000,000

Personal & Advertising Injury Liability \$1,000,000

Each Occurrence \$1,000,000

Damages to Premises Rented to You (Any one fire) \$100,000

Medical Expense (Any one person) \$15,000

"ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY DBA ROCKLAND GREEN, named as Additional Insured using ISO form CG2026 04/13 and including Completed Operations using form CG2037 04/13 or copies of the equivalent.

30-day notice of cancellation applies per policy provisions and 10-days for non-payment of premium to ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY DBA ROCKLAND GREEN in the event of cancellation or change of coverage.

Copies of declaration pages including forms may be requested.

Auto Liability Commercial Auto Liability Insurance covering the use of all Owned, Non Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least \$1,000,000.

No fault liability as required by statute.

Workers Compensation and Employer's Liability

Workers' Compensation \$1,000,000 Limits

Employer's Liability

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee

["] All States Endorsement

Disability

In accordance with provisions and requirements of the NYS Disability Law

Umbrella Liability

Each Occurrence and Aggregate \$5,000,000

**The Umbrella must be excess over the General Liability, Automobile and Employers Liability.

Professional Liability Each Occurrence and Aggregate \$1,000,000

The above coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

10. <u>INJURY. PROPERTY DAMAGE:</u> The CONTRACTOR shall be responsible for all damages and/or injury to life and property due to, or resulting from, the activities or omissions of CONTRACTOR, its employees, agents, subcontractors and/or employees in connection with its work, activities or services under this Agreement. The CONTRACTOR represents and warrants that its employees, servants, and or employees

possess the skills, experience, expertise and independence necessary for the work and/or services to be performed in connection with this Agreement.

11. <u>INDEMNIFY AND HOLD HARMLESS</u>: The CONTRACTOR agrees to defend, indemnify and hold harmless ROCKLAND GREEN and its respective officers, employees and agents from and against all claims, actions and suits and will defend ROCKLAND GREEN and its respective officers, employees and agents, at its own cost and at no cost to ROCKLAND GREEN, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the CONTRACTOR'S failure, or the failure of any of its subcontractors, to perform services as required under this Agreement. These indemnification provisions are for the protection of Rockland Green and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this Agreement.

12. <u>FINANCIAL RECORDS/AUDIT</u>: The CONTRACTOR shall maintain records of all its financial transactions, including all expenses and disbursements, which relate to this Agreement. Such records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or ROCKLAND GREEN record-keeping requirements, and each transaction shall be documented. Such records shall be made available to ROCKLAND GREEN for inspection or audit upon request. No compensation or fee for services will be due CONTRACTOR unless or until financial statements have been filed with ROCKLNAD GREEN.

13. <u>FUNDING/RESERVATION OF RIGHTS:</u> ROCKLAND GREEN monies provided to CONTRACTOR pursuant to this Agreement, may be based upon and/or subject to funding statements, or actual funds provided to ROCKLAND GREEN, from New York State or the Federal Government, either directly or by reimbursement; in such case Rockland Green retains the right and discretion to adjust payments of ROCKLAND GREEN funds to CONTRACTOR, based on the actual amounts ROCKLAND GREEN receives or is to receive from New York State or Federal Government.

5

14. <u>LIABILITY ONLY FOR MONIES BUDGETED</u>: This Agreement shall be deemed executory to the extent that the monies appropriated in the current budget of **ROCKLAND GREEN** for the purposes of this Agreement and no liability shall be incurred by **ROCKLAND GREEN**, or any department, beyond the monies budgeted and available for this purpose. The Agreement is not a general obligation of **ROCKLAND GREEN**. Neither the full faith and credit nor the taxing power of **ROCKLAND GREEN**, are pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any **ROCKLAND GREEN** employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement. This Agreement shall not be effective unless the monies to be paid hereunder by **ROCKLAND GREEN** are appropriated in **ROCKLAND GREEN** budget.

15. <u>NO ASSIGNMENT:</u> The **CONTRACTOR** shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of **Rockland Green.**

16. LAWS OF THE STATE OF NEW YORK: This Agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Rockland County.

17. <u>**LABOR LAW AND EXECUTIVE LAW:</u>** The **CONTRACTOR** shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this Agreement.</u>

18. <u>LOCAL LAWS AND RESOLUTIONS:</u> The CONTRACTOR shall comply with all local laws and resolutions of **ROCKLAND GREEN**, including but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

19. <u>APPROVAL OF FEDERAL. STATE AND LOCAL AGENCY:</u> Notwithstanding any

other provisions of this Agreement, **Rockland Green** shall not be liable for any payment or compensation to **CONTRACTOR** until the services rendered by **CONTRACTOR** under this Agreement meet the approval and standards of any other Federal, State or local agency, **ROCKLAND GREEN**, commission or body, which has jurisdiction over the services to be rendered under this Agreement which provides funding in whole or in part for the services provided under this Agreement.

20. <u>COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990</u>: The **CONTRACTOR** agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

21. <u>NO DISCRIMINATION</u>: CONTRACTOR shall not discriminate nor permit discrimination by any of its officers, agents and/or representatives against any person because of age, race, color, religion, gender, national origin, sexual orientation, or, with respect to otherwise qualified individuals, handicap. CONTRACTOR agrees to take all actions reasonably necessary to ensure that quality applicants are employed, and that employees are treated consistently and fairly during employment, without regard to their age, race, color, gender, religion, sexual orientation, national origin or, with respect to otherwise qualified individuals, handicap. CONTRACTOR shall impose the non-discriminatory provisions of this Section by contract on all subcontractors hired to perform services related to the project and shall take all reasonable actions necessary to enforce such provisions.

22. <u>ENTIRE AGREEMENT/SEVERABILITY:</u> This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. If any clause, provision or section of this Agreement shall be deemed to be invalid by any court of competent jurisdiction or administrative agency, such action shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

7

23. <u>MODIFICATION</u>: This Agreement may not be modified except by mutual consent in writing signed by the parties.

24. <u>WAIVER:</u> No waiver by **ROCKLAND GREEN** or the **CONTRACTOR** of any of the terms or conditions of this Agreement or any of their respective rights under this Agreement shall be effective unless such waiver is in writing and signed by the party charged with the waiver.

25. <u>COUNTERPARTS</u>: This Agreement may be executed in counterparts.

(The remainder of this page is left intentionally blank)

26. <u>NOTICE:</u> Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, as follows:

Gerard M. Damiani Jr., Executive Director Rockland Green 172 Main Street Nanuet, New York 10954 (845)753-2200 gdamiani@rocklandgreen.com

If to Contractor:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year executed by each.

	Date:	Date:
		ROCKLAND GREEN
BY:		By: Gerard M. Damiani Jr., ED