

**RFP 2024-01
REQUEST FOR PROPOSALS
FOR THE
BUILD-OUT OF A NEW ANIMAL SHELTER
LOCATED AT
427 BEACH ROAD IN HAVERSTRAW, NY
ISSUED JULY 25, 2024**

To: All Potential Proposers
From: Rockland Green
Subject: Addendum Number 2
Project: Build-Out of a New Animal Shelter Located at 427 Beach Road in Haverstraw, NY
RFP No.: RFP 2024-01
Date: September 13, 2024

This Addendum Number 2 modifies and shall be a part of the Requests for Proposals for the Build-Out of a New Animal Shelter Located at 427 Beach Road in Haverstraw, NY, as amended by Addendum Number 1 issued on August 27, 2024 (the "RFP"), and provides the following:

1. Civil Specifications and Civil Drawings;
2. Answers to requests for information and corresponding revised Specifications and Contract Drawings;
3. Appendix H to the RFP (the Contract);
4. Information regarding a new lift station that is required for the Project;
5. Reformatted Proposal Forms 3-5; and
6. A list of the parties who attended the Site visit and meeting on August 7, 2024.

This Addendum Number 2 also creates a deadline of September 18, 2024, for questions regarding the Civil Specifications, the Civil Drawings, and the Contract; and extends the due date for Proposals until October 7, 2024.

1. Civil Specifications and Civil Drawings

Rockland Green hereby issues the Civil Specifications and Civil Drawings for the Project, which were not issued with the original RFP. As such, Appendix B to the RFP, Specifications and Appendix C to the RFP, Contract Drawings are hereby modified to include the Civil Specifications and Civil Drawings. The Civil Specifications and Civil Drawings are attached hereto as Attachments 1 and 2, respectively.

2. Answers to Requests for Information

Rockland Green hereby provides as Attachment 3 to this Addendum, answers to most of the requests for information that it has received in connection with the RFP. Rockland Green will answer any outstanding requests for information in a subsequent Addendum. In certain instances Rockland Green's answers have resulted in corresponding modifications to the Specifications, Contract Drawings or both. Therefore, revised Specifications and Contract Drawings are also included in Attachment 3 to this Addendum. The revised Specifications and Contract Drawings supersede those previously issued and as such Proposers are instructed to replace the Contract Drawings and Specifications that were previously issued with the RFP with the Specifications and Contract Drawings that are included in Attachment 3 to this addendum.

Potential Proposers are reminded that this Addendum and the responses to the requests for information that are included herein constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of all addenda issued prior to the Proposal due date, including the responses to requests for information.

3. The Contract

Rockland Green hereby issues as Attachment 4 hereto, the Contract for the Project (which is Appendix H to the RFP). Potential Proposers are reminded that the Contract is the definitive statement of the mutual responsibility and liability of Rockland Green and the selected Proposer for the Project.

As indicated in the RFP, Proposers are required to include in their Proposals their comments to the Contract, if any, in the form of a mark-up. (See Proposal Form 7 to the RFP). The final Contract will include appendices that will be modified to include the details of the selected Proposer's Proposal.

4. Lift Station

Rockland Green has determined that a new lift station is necessary for the Project. As such, Rockland Green has incorporated the new lift station into the scope of the work for this Project, and intends to issue plans, details and specifications for the lift station via an addendum to the RFP.

5. Site Visit and Meeting Attendance List

A list of the parties who attended the Site visit and meeting that Rockland Green held on August 7, 2020⁴, is included as Attachment 5 hereto.

6. Proposal Forms

Rockland Green hereby provides as Attachment 6 hereto, reformatted Proposal Forms 3-5 (Proposal Form 3: Qualifications Form, Proposal Form 4: Affidavit of Non-Conclusion; and Proposal Form 5: Disclosure Affidavit). These Proposal Forms replace the Proposal Forms that were issued with the RFP. Proposers are instructed submit completed versions of these reformatted forms with their Proposals. All other Proposal Forms included in RFP remain unchanged.

7. Procurement Schedule

Rockland Green has decided to offer potential Proposers the opportunity to submit questions regarding the Civil Specifications, the Civil Drawings, and the Contract, and to extend the due date for Proposals.

As such, Rockland Green hereby revises the procurement schedule to create a deadline of September 18, 2024 for questions regarding the Civil Specifications, the Civil Drawings, and the Contract; and to extend the Proposal due date until October 7, 2024.

Accordingly, Section III(b) of the RFP, the Procurement Schedule is hereby revised as follows:

b. Procurement Schedule

The schedule for this procurement is as follows:

Activity	Date
Issue RFP	July 25, 2024
Mandatory Site Visit & Meeting	August 7, 2024 @ 11 AM
Deadline for receipt of questions concerning RFP	August 30, 2024
<u>Deadline for receipt of questions concerning Civil Specifications, and Civil Drawings, Appendix H</u>	<u>September 18, 2024</u>
Proposal submission date	September 30, 2024 <u>October 7, 2024 at 2 PM local time</u>
Proposal evaluation period	October-November 2024
Contract Award	December 10, 2024

**ATTACHMENT 1
TO
ADDENDUM 2 TO RFP 2024-01**

CIVIL SPECIFICATIONS

The Civil Specifications were not included in the original RFP. As such, the Civil Specifications are included as a part of this Addendum, and are being uploaded to Rockland Green's website as a separate file. The Civil Specifications and are hereby added to Appendix B, Specifications of the RFP.

**ATTACHMENT 2
TO
ADDENDUM 2 TO RFP 2024-01**

CIVIL DRAWINGS

*The Civil Drawings were not included in the original RFP. As such, the Civil Drawings are included as a part of this Addendum, and are being uploaded to Rockland Green's website as a separate file.
The Civil Drawings and are hereby added to Appendix C, Contract Drawings of the RFP.*

**ATTACHMENT 3
TO
ADDENDUM 2 TO RFP 2024-01**

ANSWERS TO REQUESTS FOR INFORMATION

Attached hereto are Rockland Green's answers to most of the requests for information that it has received in connection with the RFP, as well as corresponding documents. In certain instances, Rockland Green's answers have resulted in corresponding modifications to the Contract Drawings. Therefore, revised Contract Drawings are also included as Attachment 3 to this Addendum, and are being uploaded to Rockland Green's website as separate files. The revised Contract Drawings supersede those previously issued and Proposers are instructed to replace the Contract Drawings that were previously issued with the RFP with the Contract Drawings that are included as Attachment 3 to this addendum.

	A	B	C	D	E	F	G
1							
2							
3							
4				The remaining outstanding RFI's will be addressed via another Addendum.			
5							
6		Project Name: Rockland Green RFP 2024-01					
7		RFI Log #1					
8		9/13/2024					
9							
10		Bid Question #	Date Submitted	Clarification Requested/Question	Responded By	Response Date	Response
11		001	8/14/2024	Ref. Elevation J1 on A202: Is item R FILE 15 a millwork or furniture item?	BDA	9/9/2024	Millwork
12		002	8/14/2024	Please provide dimensions(sizes) of the wood truss top / bottom cords and the web members.	BDA	9/9/2024	Unkown at this time.
13		003	8/14/2024	Elevation G6 on A208 calls for a plastic laminate counter & backsplash while A101 calls for solid surface. Which is correct?	BDA	9/9/2024	Solid surface
14		004	8/14/2024	What is the correct ceiling type in Room #116? It has 2x2 ceilings drawn but also has the hash marks as shown for gypsum board ceiling?	BDA	9/9/2024	Gypsum board ceiling.
15		005	8/14/2024	The finish schedule on A602 calls for painted gypsum board walls in almost every room (with a few exceptions) however the construction plans do not call for new gypsum board partitions in some of these rooms (ie food storage room #178). Is the intention to cover all the existing masonry walls with gypsum board, or just paint the existing CMU walls?	BDA	9/9/2024	Schedule updated for PGB and CMU locations on exterior walls.
16		006	8/14/2024	The finish schedule on A602 & finish drawings I-103 & I-104 call for sealed concrete in select rooms on the 2 nd floor. The structural drawings only show a layer of wood sheathing on the 2 nd floor. Please confirm concrete sealer is not required in these locations.	BDA	9/9/2024	Structural has included light weight concrete on the second floor, sealed concrete to remain.
17		007	8/14/2024	Room #157 on A106 shows the Clean Room tile but is drawn in 2x2. Should this be a 2x2 or 2x4 tile to match other areas?	BDA	9/9/2024	2x4 ceiling tile
18		008	8/14/2024	Vinyl Wallcovering on the Room finish schedule is called out to be 5'4" high and references detail D6/I202. D6/I202 shows it to be 4'6" high. Which is correct?	BDA	9/9/2024	The room finish schedule calls for +54"
19		009	8/14/2024	Drawing A101 Equipment schedule indicates that the Microwaves are Contractor Furnished/Contractor Installed, yet in section I19400 page 6 of the specifications, it indicates "Source: By Owner", please clarify the model and manufacturer of the microwaves if Contractor is to furnish.	BDA	9/9/2024	Owner furnished
20		010	8/14/2024	Is the bench in detail C5/A502 to be furnished and installed by the GC?	BDA	9/9/2024	Yes
21		011	8/14/2024	Drawing M102 indicates an air devise at room 121 Adoption Hallway, yet there is no ductwork indicating whether it is supply or return air, see below for condition, please clarify.	TEG	9/9/2024	Please see screenshot below (dwg M102) which indicates how this supply air diffuser should be connected to the AHU-2 supply air branch line.
22		012	8/14/2024	Drawing E100 indicates Light poles, yet there is no specification or model number, please clarify.	TEG	9/9/2024	Type "OA" - LIGMAN LIGHTING USA #ULH-10675-27W-W40-02-120/277 FIXTURE. 1050 LM, 4000K for ground mounted bollards. Type "OB" - LITHONIA LIGHTING DSX0-LED-P3-40K-70CRI-TFTM-120-HS FIXTURE. 6607 LM, 4000K, FORWARD THROW MEDIUM DISTRIBUTION, @ 16' MH. THE POLE WAS EQUAL TO: 16' HEIGHT 4" SQUARE STRAIGHT ALUMINUM POLE.
23		013	8/14/2024	Drawing E101 indicates a designated fixture 'ETR' on the west exterior of the building, and is not indicated on drawing E002, please clarify the type and model.	TEG	9/9/2024	"ETR" is existing to remain lighting fixture.
24		014	8/14/2024	Drawing E101, Janitor Closet room 173, indicates a type 'K' light fixture, and is not indicated on drawing E002. Please clarify the type and model numbers and manufacturers.	TEG	9/9/2024	Type "K" to be replaced with type "C" with a flange fit for hard ceiling.
25		015	8/14/2024	Drawing E102, room #118 Feline Condos #1, indicates a row of downlights designated to be 'B' or maybe an '8' on the drawing, yet the 'B' fixture on drawing E002 is a 1' x 4' LED fixture, please clarify if this is a 'C' fixture or an entirely different fixture.	TEG	9/9/2024	Feline Condo #1 is room #116 and has type "C" downlights.
26		016	8/14/2024	Drawing E104, room 202 Open Atrium, indicates two fixtures and a fan (designation Q), yet there is no designation for these fixtures on the drawing nor on drawing E002. Please clarify types, model numbers and manufacturers.	TEG	9/9/2024	The two type "M" fixtures are to be Corso 43in LED Pendant 3000K in Black. See spec 23 3400 HVAC Fans for fan type "Q".
27		017	8/14/2024	Drawing E201, room 180 Elevator, indicates vapor proof lights, please confirm that these are Fixture Type P, as specified on drawing E002.	TEG	9/9/2024	ee Elevator Note 2, Model # CREE # C-VT-A-SMWL or Canlet #20801-VTWM as indicated detail #1 Sheet #E401.

	A	B	C	D	E	F	G
1							
2							
3							
4				The remaining outstanding RFI's will be addressed via another Addendum.			
5							
6		Project Name: Rockland Green RFP 2024-01					
7		RFI Log #1					
8		9/13/2024					
9							
10		Bid Question #	Date Submitted	Clarification Requested/Question	Responded By	Response Date	Response
28		018	8/14/2024	Drawing E201, room 153 Treatment Recovery, indicates a hardwired GFCI connection for the Sterilizer (Owner Furnished, Owner Installed), which is 70 amps per the panel schedule on drawing E302, please provide the specification for the sterilizer, and the type and manufacturer that can meet the amperage required for the hardwired GFCI device. Please note that larger rated equipment may provide their own internal GFCI protection and will not work by doubling up protection.	TEG	9/9/2024	Provide a "GFCI" breaker for circuit "C-(6,8,10). Verify breaker and wire size with Equipment supplier.
29		019	8/14/2024	Proposal Form(s) #1-17 show form headers at the bottom of the previous page (See Page 364 of RFP for Form #4 Error). [This error impacts the following forms: Proposal Form #3 (continued), #4, #5]. This creates difficulty in obtaining multiple hard-copy signatures for proposal preparation. Please kindly re-issue the proposal form to show each form header/title at the top of the relevant page.	WGL	9/9/2024	Reformatted Proposal Forms 3-5 are included as Attachment 6 to Addendum Number 2 to the RFP.
30		020	8/14/2024	Civil Drawing Set (C-Series) is indicated on the Drawing Index. As discussed at the site meeting, these drawings will soon be issued via amendment. It is our assumption that amendments will be posted to https://www.rocklandgreen.com/businesses/contracting opportunities/ . Please confirm.	WGL	9/9/2024	Rockland Green is issuing the Civil Specifications and the Civil Drawings with this Addendum 2 to the RFP. They will be posted to https://www.rocklandgreen.com/businesses/contracting opportunities/ .
31		021	8/14/2024	Appendix H contains the contract for the project, however, this appendix states "to be provided by Addendum". Please advise if the contract will be issued with Amendment #1.	WGL	9/9/2024	Rockland Green is issuing Appendix H, the Contract, as Attachment 3 to this Addendum Number 2 to the RFP.
32		022	8/14/2024	Please confirm if this project is Tax Exempt or Capital Improvement.	WGL	9/9/2024	Assuming this question refers to exemption from sales tax, yes, Rockland Green is an exempt organization under Articles 28 and 29 of the New York State Tax Law, and as such Proposers should not include sales tax and use tax in their Proposals.
33		023	8/14/2024	Please confirm if this project includes any Fire Spinkler/Protection Scope of work.	TEG	9/9/2024	Yes fire protection scope is required and should be provided by a fire protection contractor as a deferred submittal.
34		024	8/14/2024	The following 15 doors show sidelites on the floor plans but the A601 schedule calls for frame types A, B, D, L or N which do not have sidelites. Please advise the correct frame type for these doors [119, 120, 127, 128, 147, 149, 182, 183, 107B, 117A, 118A, 124A, 124B, 125B, 139A]	BDA	9/9/2024	Frame types have been corrected, see door schedule A601.
35		025	8/14/2024	There are no fire ratings shown on the door schedule. Which doors and frames are rated? What are the ratings?	BDA	9/9/2024	The interior doors for Stair 2 and the Oxygen room could have a 45 min. rating
36		026	8/14/2024	Floor Plan of the Upper Floor calls out section 05 73 00.01 for the railing overlooking the Adoption Lobby. Section A9/A304 at the same railing calls out section 05 52 00.01. Which section does this railing belong to?	BDA	9/9/2024	05 52 00.01 is for the Adoption Lobby, 05 73 00.01 is for the Exterior Canine Hold and Isolation Yards.
37		027	8/14/2024	Lighting Fixture Schedule E002 shows fixture type(s) P, U, EO. These cannot be located on plans. Please clarify if these fixtures are included in the scope of work, and if so, please locate them.	TEG	9/9/2024	(4) - "EO" are required on outside exit doors. "P" for room 155.
38		028	8/14/2024	Lighting Fixture Schedule E002 shows fixture type(s) K, Q. Please provide the manufacturer and catalog number for these fixtures.	TEG	9/9/2024	Replace type "K" with a type "C". Ceiling fan labeled "Q" is to selected by architect with a \$1,000 allowance
39		029	8/14/2024	Interior Schedule I001 identifies two types of Rubber Flooring. Section 09 65 66 only identifies the "Ramflex by Mondo" product. Please provide full specifications for flooring type(s) F4/F5, Advance Series by Mondo (per Schedule).	BDA	9/9/2024	F4 and F5 are the same product but different colors intended to create a pattern on the floor. Please refer to I103 room 230 for pattern layout, and Interior Finishes key legend for color reference.
40		030	8/14/2024	Interior Plans indicate a Flash Cove Base at all Epoxy Flooring. This base is not located on Schedule I001. Please provide information regarding this base if product is different from B1 or B2.	BDA	9/9/2024	a B3 specification has been added to reflect the correct flash coving for the Epoxy Flooring.
41		031	8/14/2024	Sheet A-106/E-104, Room 202, shows un-marked circular symbols in the ceiling. Are these intended to be a light fixture? Please identify these symbols.	BDA	9/9/2024	These circle are "M" fixtures to be selected by architect with \$1,000 allowance
42		032	8/14/2024	Glazing Specs Calls for 20 and 45 min rated glass for wall type WT8, however now wall with this description is found other than a O2 closet #155 (see below snapshot). Please confirm there are no other areas.	BDA	9/9/2024	WT8 is only at the O2 Closet.
43		033	8/14/2024	On frame type C and F schedule calls out are for Hollow Metal frames but in details page A506 it calls out for Aluminum. Which is correct ? If the frames are Aluminum should doors also be quoted to match?	BDA	9/9/2024	Window types on A601 and details on A506 both call out for hollow metal.

	A	B	C	D	E	F	G
1							
2							
3							
4				The remaining outstanding RFI's will be addressed via another Addendum.			
5							
6		Project Name: Rockland Green RFP 2024-01					
7		RFI Log #1					
8		9/13/2024					
9							
10		Bid Question #	Date Submitted	Clarification Requested/Question	Responded By	Response Date	Response
44		034	8/19/2024	There are multiple instances where the spec section referenced on the drawings are not included within the project manual. Examples: 1. Dwg. A304 section A4 reference spec sections 06 16 33, 06 11 19, 06 11 00, 06 44 39, 06 17 53. 2. Dwg. A101 / A1 refers to spec 32 31 19. 3. Drw. A304 / A1 refers to spec 04 40 13.01 Please review all instances where this occurs and provide the missing documents.	BDA	9/9/2024	Specs have been updated.
45		035	8/19/2024	The following specification sections are listed on the Table of Contents but are not included in the project manual. Please provide 08 14 73 Sliding Wood Framed Glass Doors 08 34 13 Cold Storage Doors 08 34 56 Security Gates 08 34 73.13 Metal Sound Control Door Assemblies 08 42 29 Swinging Automatic Entrances 08 74 00 Non-Integrated Access Control Hardware 08 75 00 Window Hardware 08 78 00 Special Function Hardware 08 91 19 Louvers and Vents	BDA	9/9/2024	Specifications TOC has been updated.
46		036	8/19/2024	The following specifications are included in the manual but not list on the Table of Contents. Please confirm these specifications apply to this project. 06 80 00 Composite Fabrications 08 30 06 Interior Sliding Doors 08 14 16 Flush Wood Doors	BDA	9/9/2024	Specifications TOC has been updated.
47		037	8/19/2024	Dwg. I101 Interior finish refer to A10 / I101 for Tile Pattern, however A10 on Dr. I101 not showing. Please advice.	BDA	9/9/2024	Drawing has been updated to reference dtl. J7/I01
48		038	8/19/2024	Door Schedule A601 shows Frame type "D" for multiple doors (frame elevations shows frame "D" is for sliding doors) however floor plans showing only one door # 103 which is sliding door. All others are swing doors. Please clarify frame type.	BDA	9/9/2024	Frame types have been corrected, see door schedule A601.
49		039	8/19/2024	Please advise partition type on exterior wall / interior side. A504 shows WT9, WT10, and WT11. Which one we have to install? Please advise.	BDA	9/9/2024	Wall types have been added to the dimension plans.
50		040	8/19/2024	South Exterior Elevation dr.A201/A1 shows door w/ transom – 08 10 00.05 as scheduled, door 177A is not included in door schedule.	BDA	9/9/2024	Door 177A has been added to the door schedule A601.
51		041	8/19/2024	Please provide Interior Panel Signs Schedule.	TEG		
52		042	8/19/2024	In the Equipment schedule (119400-6) it stated that Microwaves are contractor furnished, contractor install. But, Source: By Owner. Please advise.	BDA	9/9/2024	Owner furnished
53		043					
54		044	8/20/2024	As per 01 23 00 Alternate No. 1 calls for "Mondo Rubber Floor" in lieu of Porcelain. Rubber / Mondo flooring has variety of options thickness, color etc. Dr. A602 Room Finish Legend calls for "R" 2 mill or 3 mill. "Mondo Rubber" floor sheet thickness is min. 6 mill. Please provide specifications.	BDA	9/9/2024	The thickness is to be 6mm.
55		045	8/20/2024	We have identified a conflict on Sheet M-001. Sheet Metal/Insulation Note #1 specifies that the spiral duct is to be double-wall type. However, the following sentence states that all duct runouts to GRD air terminal devices should be round spiral duct with external wrap. Could you please clarify which specification is correct?	TEG	9/9/2024	The sheet metal/insulation note #1 is referring to hard duct spiral duct that would be used for main branch runs (where applicable). The duct runouts to GRD air terminal devices sentence is referring to flexible duct connections from the main branch runs to the GRDs.

	A	B	C	D	E	F	G
1							
2							
3							
4				The remaining outstanding RFI's will be addressed via another Addendum.			
5							
6		Project Name: Rockland Green RFP 2024-01					
7		RFI Log #1					
8		9/13/2024					
9							
10		Bid Question #	Date Submitted	Clarification Requested/Question	Responded By	Response Date	Response
56		046	8/22/2024	Mechanical drawing M103 Note 3 states to route condensate drain line from AHU-1, AHU-2, AHU-3, AHU-4, AHU-14, AHU-15 to nearest Floor/Hub Drain in Room, Mech.3 Room 232, However, when you refer to Plumbing Drawing P103 there are no floor drains shown in this room. Please advise where to route the condensate drain lines from these AHU's.	TEG	9/9/2024	Plumbing plans have been updated to show missing drains in attic area(s).
57		047	8/22/2024	Plumbing Drawing P201, P202 call for a TWDS-1 Trench Wash-Down System to be provided with Valor SV-16 (1/2") Solenoid Valve or Equal, please advise if a standard ASCO 2 Watt 1/2" Solenoid Valve can be used in-lieu of the SV-16 (1/2") Solenoid Valve.	TEG	9/9/2024	Trench wash-down system specification provided by owner/architect. Substitutions must be approved by the owner/architect.
58		048	8/22/2024	Dr. S2.1 General Notes are referring to details on dr. S05.A which is not provided. Please clarify.	JJK	9/9/2024	REMOVED GENERAL NOTE #3
59		049	8/22/2024	Dr. AD101 keynote 2 refers to dr. S401 which is not provided. Please clarify.	BDA	9/9/2024	See sheet S4.0
60		050	8/22/2024	Notes on Dr. S1.0 & S1.1 stated "existing concrete slab on grade is to be removed and replace with new concrete slab", however dr. AD101 shows portion of slab on grade to be removed. Keynote 1 stated "saw cut and remove slab where needed" Please clarify.	JJK	9/9/2024	ALL INTERIOR SLAB IS TO BE REMOVED - CONTRACTOR TO VERIFY.
61		051	8/22/2024	Benchmark Designwall 2000 specified. Please advise size of the panels, since there are variety of options (from 24"x 12" to 42"x 288") & application (vertical or horizontal) since, as per subcontractor, it has an effect on price.	BDA	9/9/2024	42" wide panels
62		052	8/23/2024	Spec 06 80 00 Composite Fabrications: FRP Column Wraps specified. Please advise locations. Drawings S06.B shows "Wood Columns". Dr. A101 calls for 06 13 23.02 – Rough Swan Column. Dr. A301 calls for 06 11 19.08 –Wood Column. Please clarify.	BDA	9/9/2024	06 11 19.08-Wood Columns
63		053	8/23/2024	Dr. A503 / G5 second floor detail call for 03 31 16.01 – Light Weight Concrete Slab –see structural. Structural details S5.0 not showing any details for concrete slab on second floor. Please provide spec or detail.	JJK	9/9/2024	LIGHT WEIGHT CONCRETE IS TO BE USED.
64		054	8/26/2024	Is there an estimated project budget available for this project?	RG		Proposers should present a competitive proposal
65		055	8/26/2024	Will a list of the General Contractors who attended the pre-bid meeting be provided?	WGL	9/9/2024	Yes, a list of the parties who attend the pre-proposal conference is included in this Addendum 2.
66		056	8/26/2024	Will more detailed Specifications for Equipment, besides the ones listed on E001, be provided for the bid?	TEG		
67		057					
68		058	8/26/2024	Who is responsible for furnishing the Diesel Fuel for the Generator?	RG	9/10/2024	Rockland Green will furnish engine -generator unit, automatic transfer switch and diesel fuel. The contractor is responsible for all appurtenances included for a complete operational system including but not limited to underground conduits, above ground conduits, conductors, communication wiring, grounding wires and accessories, concrete pads, disconnect switches, enclosures, seal offs, excavation and backfill in accordance with the contract documents.
69		059	8/26/2024	Who is responsible for furnishing & installing concrete pole bases & pads (housekeeping, generator etc.)?	BDA	9/9/2024	General contractor
70		060					
71		061	8/26/2024	Who will be responsible for the Demo of the existing electrical conditions, exterior service and interior panels, ETC?	BDA	9/9/2024	General contractor
72		062	8/26/2024	Drawing E301 Power Riser Diagram shows, 4 - 4" riser conduits on the utility pole, O&R does not allow more than 2 conduits. Please advise.	TEG		
73		063	8/26/2024	Drawing E100 Site Plan shows new Pole Lights & new Ground Light, there is no spec for either Fixtures. Please provide spec for pricing.	BDA		The ground lights have been removed. See CL-101 Exterior Lighting Plan for the pole light locations. See Type L-1 for the light spec.
74		064	8/27/2024	**Roof Rafters at Rear Covered Area (Sheet A2.1):** Could you please confirm whether the roof rafters at the rear covered area, as depicted on Sheet A2.1, are specified to be 9 1/2" TJI210?	JJK	9/9/2024	CLARIFICATIONS HAVE BEEN MADE ON PLANS

	A	B	C	D	E	F	G
1							
2							
3							
4				The remaining outstanding RFI's will be addressed via another Addendum.			
5							
6		Project Name: Rockland Green RFP 2024-01					
7		RFI Log #1					
8		9/13/2024					
9							
10		Bid Question #	Date Submitted	Clarification Requested/Question	Responded By	Response Date	Response
75		065	8/27/2024	**Post Sizes at Front Covered Area (Sheets S2.0 and S1.0):** Sheet S2.0 at the front covered area references note #8, which specifies 4x12 DF Posts. However, Sheet S1.0 in the same post area calls for 3 ½"x11 7/8" column posts. Could you please clarify the required post size?	JJK	9/9/2024	4X12 DF#2 WOOD POSTS
76		066	8/27/2024	**Pre-Engineered Floor Trusses (Sheets S2.0, S2.1, and S5.0):** We are unable to locate the size of the pre-engineered floor trusses referenced in the details on Sheet S5.0. Could you kindly clarify the specified size of the floor joists on Sheets S2.0 and S2.1?	JJK	9/9/2024	PRE-ENGINEERED TRUSS MANUF. IS TO PROVIDE DEPTH
77		067	8/27/2024	**Holdown Type #3 (Sheet S3.0):** Sheet S3.0 indicates a holdown type #3, however, Sheet S06.E does not list a type #3. Could you please confirm which type of holdown is required?	JJK	9/9/2024	SCHEDULE IS MODIFIED ON PLANS
78		068	8/27/2024	**Decorative Brace/Beam in Covered Areas (Section Detail 5/S5.0 and Architectural Drawing A4/A304):** Section Detail 5/S5.0 shows the covered areas without an extra decorative brace/beam passing through the area, whereas the architectural drawing/detail A4/A304 indicates a 06 44 39.02. Could you please confirm if this decorative element is required, and if so, what size is needed? Should it only be installed at every post area?	JJK	9/9/2024	THIS IS A NON-STRUCTURAL ELEMENT. PLEASE REFER ARCH.
79		069	8/27/2024	**Ceiling Repair in Mechanical Room and Upper Lobby Area (Sheet A4/A301 and A7/A301):** Sheet A4/A301 in the mechanical room includes note #02 25 36.57, which states "repair existing ceiling as necessary," and Sheet A7/A301 contains a similar note for the upper lobby area. Could you please advise if we are required to account for any repairs in these areas? If so, could you provide details regarding the ceiling type, the square footage involved, and any other relevant specifications?	BDA	9/9/2024	The general contractor is responsible for any damage to existing ceilings.
80		070	8/27/2024	**Wall Blocking for Tag #E57 & E58 (Sheet A101):** Could you please confirm if in-wall blocking is required for tags #E57 and #E58 as shown on Sheet A101?	BDA	9/9/2024	Add a sheet of 1/2" plywood sheathing behind GWB to support cat wall system.
81		071	8/27/2024	**Ceiling Type in Room #157 (Sheet A106):** Sheet A106 shows room #157 with a 2x2 ceiling, however, this room is specified to receive ceiling type AT3, which is a 2x4 configuration. Could you kindly confirm that a 2x4, type AT3 ceiling is indeed required for this room?	BDA	9/9/2024	2x4 ceiling tile
82		072	8/27/2024	**Bump-Out in Rooms #227 & #222 (Sheet A106):** On Sheet A106, rooms #227 and #222 have bump-outs at the corners. Could you please clarify the purpose of these bump-outs? Are they intended to be diffusers or another feature?	BDA	9/9/2024	There are no bump-outs, just the wall mounted light symbol over the vanity.
83		073	8/27/2024	**Anticipated Schedule - Start & Finish:** Could you kindly provide the anticipated project schedule, including both the projected start and finish dates?	RG	9/11/2024	Rockland Green anticipates project to achieve Substantial Competition within Q4 of 2025
84		074	8/27/2024	**Partition Type #WT6 (Sheet A504):** Regarding Partition Type #WT6 on Sheet A504, could you please clarify what is meant by "1 layer ¼" MLV"?	BDA	9/9/2024	Remove MLV, replace (2) layers 5/8" gyp. Bd. with (2) layers 5/8" soundboard.
85		075	8/27/2024	**Use of 5/8" DensArmor Plus (Spec Section 092900-2.2-C-3):** In reference to spec section 092900-2.2-C-3, can the 5/8" DensArmor Plus specified for certain areas extend above the finished ceiling and then be topped out with Type 'X' sheetrock? Please confirm if this approach is acceptable.	BDA	9/9/2024	Yes
86		076	8/27/2024	**Refrigeration Pipe Drawings:** Given the scope of this project involving a significant amount of refrigeration piping, we kindly request that you provide more detailed pipe drawings at your earliest convenience.	TEG	9/9/2024	We will work on getting some refrigerant piping plans assembled. These may have to be issued as part of the next addendum.
87		077					
88		078	8/27/2024	Insulation Board Thickness (Spec: 072113-2.2-A-1): Could you confirm the required thickness for the Rockwool CavityRock insulation board?	BDA	9/9/2024	4 1/2" total thickness
89		079	8/27/2024	Weather Resistant Barrier (Detail H9/A503, Spec: 072700-2.2-A-1): The specification calls for CertainTeed MemBrain, which is not recommended for exterior use. Could you clarify what type of weather-resistant barrier is intended for this application?	BDA	9/9/2024	Use a Tyvek fluid applied weather barrier
90		080	8/27/2024	Stainless Steel Bracket (Detail H9/A503, Tag #07 77 19.01): Please provide further information regarding the stainless steel bracket with thermal blocking as specified.	BDA	9/9/2024	StoVentro-SS 120mm bracket, StoVentro Thermal Blocking, StoVentro T-Profile

	A	B	C	D	E	F	G
1							
2							
3							
4				The remaining outstanding RFI's will be addressed via another Addendum.			
5							
6		Project Name: Rockland Green RFP 2024-01					
7		RFI Log #1					
8		9/13/2024					
9							
10		Bid Question #	Date Submitted	Clarification Requested/Question	Responded By	Response Date	Response
91		081	8/27/2024	Airspace Thickness (Detail H9/A503, Tag #07 27 13.01): Could you specify the required thickness of the airspace?	BDA	9/9/2024	1" Airspace
92		082	8/27/2024	Fiber Cement Siding Trim Thickness (Spec: 074646-2.2-A-7): The specification lists multiple thicknesses for trim. Could you confirm which thicknesses are to be used around openings, corners, and similar areas?	BDA	9/9/2024	Corners will use a Fry Reglet OC3 Integral Outside Corner in place of trim board.
93		083	8/27/2024	Horizontal vs. Vertical Siding (Spec: 074646, Elevations on A201): The specification calls for horizontal siding, but the elevations on sheet A201 indicate vertical siding. Could you clarify which type of siding is required?	BDA	9/9/2024	Board and batten fiber cement panels.Vertical battens at 12" o.c.
94		084	8/27/2024	Fiber Cement Colors: The specifications mention multiple colors for the fiber cement siding. Could you clarify where each color is to be applied?	BDA	9/9/2024	Dimensions added to the Exterior elevations A201
95		085					
96		086	8/28/2024	Drawing S1.0 & S1.1 indicate section #1/S4.0, whereby, on this section it indicates a thickened perimeter edge slab, please clarify if the existing slab is to receive this thickened condition throughout or if it is to occur only where the slab is removed for the new work.	JJK	9/9/2024	IF NEW SLAB TURNDOWN IS USED PER 1/S4.0
97		087	8/28/2024	Drawing A102 & A103 indicates square/rectangular shapes at exit doors on the outside, are we to assume that these are 4" sidewalk pads, please clarify.	BDA	9/9/2024	Yes, these are sidewalk pads.
98		088	8/28/2024	Please confirm if the CMU block at the Generator enclosure is 6" or 8".	BDA	9/9/2024	6" block at generator.
99		089	8/28/2024	Drawing A304, section A1, indicates a miscellaneous metal wall on top of the exterior wall, and references 05 73 00 01 & 05, yet that specification is not noted on the drawing, please clarify.	BDA	9/9/2024	Woven metal screen with steel tube frame, see spec 057300.
100		090	8/28/2024	Drawing A303, section A11 indicates details C11, J7 and A11 on drawing A502, yet these details for the head and sills for the elevator openings are not on the drawing, please clarify these conditions.	BDA	9/9/2024	Details have been added to sheet A502
101		091	8/28/2024	Where is detail H5/A502 to be used?	BDA	9/9/2024	For the divider panel in Canine Hold #172.
102		092	8/28/2024	Detail A8 on drawing AS501 references G4 on AS502; however, we do not have drawing AS502.	BDA	9/9/2024	Reference revised for dtl. C11/AS501
103		093	8/28/2024	What is the spec for the decorative wood beams as shown on A304 (06 44 39.02)? How often/ what spacing are these beams at?	BDA	9/9/2024	6x8 wood beam, mounted between wood columns.
104		094	8/28/2024	Drawing A402 calls for 06 44 29.05 1X Wood Column Wrap? Is there a spec on this material and what is the finish on it?	BDA	9/9/2024	Call-out has been changed to 06 11 19.08-Wood Columns
105							
106		096	8/28/2024	Please provide details for exterior metal wall panels. The drawings only show the fiber cement areas.	BDA	9/9/2024	Wall section added to A305 and window details to A506
107		097	8/28/2024	Who is the current roof manufacturer for patching/flashing at new plumbing vent pipes?	BDA	9/9/2024	Unknown
108		098	8/28/2024	Rigid insulation is called out to be 5.5" on construction plans A102 – A105 but details on drawing A505 & A506 call for it to be a total of 4.5" – which is correct?	BDA	9/9/2024	4 1/2" total thickness
109		099	8/28/2024	Door 177A is not listed on the door schedule, please provide details.	BDA	9/9/2024	Door 177A has been added to the door schedule A601.
110		100	8/28/2024	There are many interior doors (ie door #139A) shown to have door frame Type D which is listed as a sliding door frame. The associated hardware group is shown to have butt hinges and are shown as swing doors on the floor plans. Which would be the correct door frame to use in these instances?	BDA	9/9/2024	Frame types have been corrected, see door schedule A601.
111		101	8/28/2024	The specifications table of contents under "Division 08 – Openings" lists sliding wood-framed glass doors, cold storage doors, security gates, metal sound control door assemblies, swinging automatic entrances, non-integrated access control hardware, window hardware, and special function hardware. However, none of these items are actually present in the specifications. Could you please clarify?	BDA	9/9/2024	Specifications TOC has been updated.
112		102	8/28/2024	Regarding Window Type G on Sheet A601, the section cut references Detail C5 on Sheet A506. However, Detail C5 is not present on that sheet.	BDA	9/9/2024	Call-out for dtl. C5 has been corrected to dtl. C1.
113		103	8/28/2024	Please confirm which type of doors specified for the Exterior Canine Hold Exercise Yard E-12A and E-12B.	BDA	9/9/2024	Solid vinyl gates
114		104	8/28/2024	Please confirm hardware quantities referenced on drawing A601.	BDA	9/9/2024	Quantities are the responsibility of the proposer.

	A	B	C	D	E	F	G
1							
2							
3							
4				The remaining outstanding RFI's will be addressed via another Addendum.			
5							
6		Project Name: Rockland Green RFP 2024-01					
7		RFI Log #1					
8		9/13/2024					
9							
10		Bid Question #	Date Submitted	Clarification Requested/Question	Responded By	Response Date	Response
115		105	8/28/2024	Drawing A503 calls for 09 54 26.01 Tongue and Groove Wood Ceiling but we do not have spec section 09 54 26. Please advise on what the material will be.	BDA	9/9/2024	See structural drawings for the T&G sizes.
116		106	8/28/2024	Drawing A602 indicates in Stair #2, room 181, the flooring is rubber treads/ riser and rubber base, yet room #140, Stair #1, there is no flooring or base, please clarify.	BDA	9/9/2024	Stair #1 will be the same as Stair #2, rubber treads/riser and rubber base.
117		107	8/28/2024	General Note G on A202 specifies corner guards at a height of 48", while the specifications indicate a height of 36". Please clarify which height is required	BDA	9/9/2024	Corner guards are to 48" high.
118		108	8/28/2024	Drawing A101 calls for the animal cages (as well as the respective specification section) to be contractor furnish & contractor installed. However detail E1/A502 calls for the cages to be owner furnished. Please confirm which is correct	BDA	9/9/2024	Dtl. E1/A502 has been updated to be contractor furnished.
119		109	8/28/2024	Please confirm which model is preferred for the decorative bench seating in the Adoption Lobby 102.	BDA	9/9/2024	Knoll K. Lounge 60degree bench.
120		110	8/28/2024	Please confirm which model is preferred for equipment item E4 Employee Lockers.	BDA	9/9/2024	Ideal 2000 series
121		111	8/28/2024	Please confirm which model is preferred for equipment item E17 Walk in Freezer.	BDA	9/9/2024	Restaurant freezer with indoor conditioning unit,
122		112	8/28/2024	Please confirm which model is preferred for equipment item E9 Pet Waste Eliminator.	BDA	9/9/2024	Low profile skue48
123		113					
124		114	8/28/2024	Drawing P103 indicates in room 233, Indoor Exercise Room, a FD (floor drain on the east wall without any piping run to the drain, as illustrated below, please clarify.	TEG	9/9/2024	Errant note tag. Floor drain not required.
125		115	8/28/2024	Drawing P201 indicates in room 131 Canine Adopt. #5 – Staff, a 1-1/4" domestic pipe that just ends at a door to room 132, is there a continuation of this pipe.	TEG	9/9/2024	No the 1.25" line route plan south to the washers, only a .5" line is required route to the .5" HW/CW turn ups to the hoe station on the 2nd Fl.
126		116	8/28/2024	Drawing P201 indicates piping to the hose station at room 174 Hallway across from the elevator with no designation for the pipe size.	TEG	9/9/2024	.5" pipe size. Typical for all hose stations.
127		117	8/28/2024	Drawing A101, Equipment schedule, item E18 indicates the Oxygen Manifold and Tanks, please clarify the size of the tanks.	BDA	9/9/2024	H-tanks
128		118	8/28/2024	Drawing M104 indicates an AHU-12, in Mechanical Room 215, we assume that this is AHU-11, since there is no AHU-12 on the drawing M-002 equipment schedule, please clarify.	TEG	9/9/2024	This is erroneous. Please double check which set of documents are being referenced. Current plans utilize fifteen (15) split systems.
129		119	8/28/2024	Drawing M001, SHEETMETAL/INSULATION NOTES, note #1 indicates that all spiral round duct is to be double walled, and in the next sentence it states, "ALL DUCT RUNOUTS TO GRD AIR TERMINAL DEVICES TO BE PROVIDED AS ROUND SPIRAL DUCT WITH EXTERNAL WRAP", please clarify which is correct.	TEG	9/9/2024	The sheet metal/insulation note #1 is referring to hard duct spiral duct that would be used for main branch runs (where applicable). The duct runouts to GRD air terminal devices sentence is referring to flexible duct connections from the main branch runs to the GRDs.
130		120	8/28/2024	Drawing M001, INSTALLATION/MATERIALS NOTES, note #7, indicates that there is to be a minimum of 10'-0" from the edge of the roof, yet the equipment is approximately 8'-3" from the edge, please clarify.	TEG	9/9/2024	The sheet metal/insulation note #1 is referring to hard duct spiral duct that would be used for main branch runs (where applicable). The duct runouts to GRD air terminal devices sentence is referring to flexible duct connections from the main branch runs to the GRDs.
131		121	8/28/2024	Detail C7 on A502 shows exhaust fans in the Avian/Exotics room 213 but the HVAC drawings make no mention of this, please advise.	TEG		
132		122	8/28/2024	Drawing E002, Light fixture schedule indicates Type U fixture on the schedule, and references drawings A201 and A202, yet these fixtures are not shown on those drawings, it also references drawings C900 & C910, which are not indicated on drawing #2246, in the Index To Drawings. Will these drawings be issued with the other Civil drawings, please clarify if this fixture is relevant.	TEG		
133		123	8/28/2024	Drawing E301 indicates that the E.C. is to provide a Meter and CT cabinet per Utility Company Requirements, please provide the Utility Company's description of these requirements.	TEG		
134		124	8/28/2024	Drawing E403, detail #2, "Emergency Diesel Generator System Interlocking Diagram" indicates a receptacle and Lights in the generator room, since the generator is outdoors with a masonry wall surrounding the generator is the receptacle and lighting required and if so please provide a specification for the light fixtures, and quantity/location.	TEG		

	A	B	C	D	E	F	G
1							
2							
3							
4				The remaining outstanding RFI's will be addressed via another Addendum.			
5							
6		Project Name: Rockland Green RFP 2024-01					
7		RFI Log #1					
8		9/13/2024					
9							
10		Bid Question #	Date Submitted	Clarification Requested/Question	Responded By	Response Date	Response
135		125	8/29/2024	Plumbing Drawing P002 lists Medical Gases Fixture Schedule, when you refer to drawing P301 Med Gas Floor Plan Notes for this sheet it lists #2 Owner Provided Ceiling Mounted O2 Outlet, #4 Owner Provided Anesthesia Evacuation Drop and #5 Owner Provided Scavenger Unit Please advise if Owner is Providing Medical Equipment scheduled on P301 or if the Plumbing. Contractor is to provide.	TEG	9/9/2024	Equipment provided as part of med gas suppliers' equipment. Confirm with owner/architect.
136		126	8/29/2024	Drawing A601 calls for exterior windows to be hollow metal, drawing A201 lists aluminum. Please clarify.	BDA	9/9/2024	Drawings have been corrected to show hollow metal.
137		127	8/29/2024	Please provide a specification for the entry storefront system as shown on drawing A201 at note 084313.05.	BDA	9/9/2024	Drawings have been corrected to show hollow metal.
138		128	8/29/2024	The product specified in section 085113 is for interior applications only. Please provide an exterior window basis of design if they are to be aluminum.	BDA	9/9/2024	Drawings have been corrected to show hollow metal.
139		129	8/29/2024	There is a conflict on M-001. Sheetmetal/Insulation note #1 says spiral duct to be double wall type. The next sentence says all duct runouts to GDR terminal devices to be provided as round spiral duct with external wrap. Please clarify.	TEG	9/9/2024	The sheet metal/insulation note #1 is referring to hard duct spiral duct that would be used for main branch runs (where applicable). The duct runouts to GRD air terminal devices sentence is referring to flexible duct connections from the main branch runs to the GRDs.
140		130	8/29/2024	Floorplans do not indicate any wall furring at the interior side of the exterior walls. Please confirm if this is the intent.	BDA	9/9/2024	Wall types have been added to the dimension plans. Room schedule A602 has been updated.
141		131	8/29/2024	The underside of the proposed floor trusses do not show drywall for fire rating. Please confirm if this is the intent.	BDA	9/9/2024	Not needed
142		132	8/29/2024	The roof sections shown on A305 show tectum ceiling finish directly applied to the underside of the rafters. Please confirm if this is the intent.	BDA	9/9/2024	Yes
143		133	8/22/2024	Plumbing Drawing P002 lists Medical Gases Fixture Schedule, when you refer to drawing P301 Med Gas Floor Plan Notes for this sheet it lists #2 Owner Provided Ceiling Mounted O2 Outlet, #4 Owner Provided Anesthesia Evacuation Drop and #5 Owner Provided Scavenger Unit. Please advise if Owner is Providing Medical Equipment scheduled on P301 or if the Plumbing. Contractor is to provide.	TEG	9/9/2024	Equipment provided as part of med gas suppliers' equipment. Confirm with owner/architect.
144		134	8/29/2024	We have reviewed the available plans and noticed that while there are specifications for signage, section 101419.11 on Division 10 is missing from the Specifications. Additionally, we have observed that there are no specific signage location and details on the floor plan. May we inquire about the availability of a signage schedule and plan for this project?	BDA	9/9/2024	A signage schedule is included with addendum #2, showing which doors signs are the responsibility of the GC.
145		135	8/30/2024	Is room 153 the only room that has the melamine top w/ RAKKS brackets on the cages per A5/A205. Detail E1/A502?	BDA	9/9/2024	Yes
146		136	8/30/2024	Is the base of the bench... millwork or metal framing w/ drywall. Refer to C5/A502	BDA	9/9/2024	Millwork
147		137	8/30/2024	Detail C1/A502 shows a "Keypad tied to security system", is that to be supplied with the casework vendor or the security systems contractor? If it is to be supplied by casework vendor, is there a Manufacturer and model number?	BDA	9/9/2024	Dtl. Has been revised to remove the keypad, replace with a double lock.
148		138	8/30/2024	What specification are the upholstered foam cushion for the millwork benches per C5/A502 in? Are they to be supplied with the millwork bench or by others?	BDA	9/9/2024	By the general contractor
149		139	8/30/2024	Is there a Division 12 specification included in the documents?	BDA	9/9/2024	No, Rockland Green will purchase furniture for the offices.
150		140	8/30/2024	On A6/A202 there is a wood canopy with a 064423.10 specification, is this to be solid wood, plastic laminate or paint grade? I would like clarification on the construction method of the canopy.	BDA	9/9/2024	Solid wood, per the rendering A7/I203 the wood will be stained.
151		141	8/30/2024	Detail F7/A502 shows unistrut, plywood, and melamine to mount the Surgery Light, Is the unistrut, plywood, and melamine ceiling tile by the light supplier or is this a Division 6 millwork item?	BDA	9/9/2024	General contractors decision.
152		142	8/30/2024	Is there a detail for the wood column wraps per E1/A402...064429.05. What specification are they to be included in?	BDA	9/9/2024	Per structural, they will be wood columns, not wrapped. E1/A402 has been revised.

	A	B	C	D	E	F	G
1							
2							
3							
4				The remaining outstanding RFI's will be addressed via another Addendum.			
5							
6		Project Name: Rockland Green RFP 2024-01					
7		RFI Log #1					
8		9/13/2024					
9							
10		Bid Question #	Date Submitted	Clarification Requested/Question	Responded By	Response Date	Response
153		143	8/30/2024	Are melamine interiors for the semi exposed casework and shelves an acceptable interior finish? Are 1 1/8" thick particleboard countertops with a PVC edgebanding acceptable at Plam countertop locations?	BDA	9/9/2024	Melamine for interiors is acceptable. 1 1/8" countertops is not acceptable.
154		144					
155		145	8/30/2024	Please confirm the existing roof on the building is to remian. No new roof.	BDA	9/9/2024	Confirmed, existing to remain.
156		146	8/30/2024	The new Elevator pit is illustrated as CMU block. Please confirm that this is the intention of construction as typically CIP concrete is used for elevator pits. Will Crystalline Waterproofing be required at the interior walls of the elevator pit?	BDA	9/9/2024	CIP is acceptable
157							
158							
159		149	8/30/2024	Please provide more information regarding the Walk-In Freezer. See below for specific questions. 1.) The architectural drawings do not call out the width, depth and height of the freezer – please provide. 2.) What is the target temperature of the freezer? 3.) Is there a preference on internal / external finish – i.e. unpainted mill finish (silver) or white? 4.) Will the freezer sit in a 4” recessed pit or will it sit ground level and require an external ramp? 5.) What is the freezer door width / height requirement? 6.) Does the freezer need to connect into a building management system for remote monitoring? 7.) What type of “products” are coming into each room 8.) How much product is coming in? 9.) How quickly does it need to be brought down to temp. or if there is a requirement at all? 10.) How often is new product being brought in? 11.) Where will the compressor be located and roughly how far from the freezer? On top of the freezer? Remote indoors/outdoors? 12.) Does the freezer need redundancy, i.e. a backup refrigeration system, resulting in 2 compressors and 2 evaporators 13.) What electrical service is available at the site for the freezer equipment? 14.) Will this freezer be required to record or retain historical temperature data? i.e. with a control panel and/or paper chart recorder?	BDA	9/9/2024	1.) See A101 for freezer exterior dimensions. 2.) 0degrees F 3.) Galvanized 4.) Internal ramp 5.) 3' wide x manufacturers standard height 6.) No 7.) Animal cadavers 8.) Varies 9.) 10.) 11.) Top of freezer 12.) No 13.) 14.) No
160							
161		151	8/30/2024	Please advise on the installation/mounting method of Exterior Aluminum Lettering (SURRENDER; ADOPTION; RG C.A.R.E.S.)	BDA		
162		152	8/30/2024	We noticed that the Reference Key Notes on each page do not align with the Specification Manual povided. Do these Reference Key Notes correspond to the Spec Manual or are they call outs to identify an item? Please provide all specifications and finishes.	BDA	9/9/2024	The first 4 numbers of reference keynote align with the spec section, the last 4 numbers are BDA item specific.
163		153	9/3/2024	Plumbing Drawing P101 Note 3 states for plumbing contractor shall tie the dog pen drains together and route above slab to floor sink. Please confirm if this is required, there are no Floor Sinks in these areas to route dog pen drain to, all dog pens sit over a sloped slab to TDs Trench Drains. If individual drains are required for each dog pen, please provide what sizes are required and how to route them to trench drains.	TEG	9/9/2024	Note #3 is not required on this plan.
164		154					

	A	B	C	D	E	F	G
1							
2							
3							
4				The remaining outstanding RFI's will be addressed via another Addendum.			
5							
6		Project Name: Rockland Green RFP 2024-01					
7		RFI Log #1					
8		9/13/2024					
9							
10		Bid Question #	Date Submitted	Clarification Requested/Question	Responded By	Response Date	Response
165		155	9/3/2024	Who is paying for permits and filing/engineering fees etc.?	RG	9/10/2024	Rockland Green has jurisdiction adminstering / enforcment of the Uniform Code and the issuance of building permits, permit fees will not apply .Rockland Green contracts directly with entities to perform building safety inspections and official enforcement activities. Rockland Green will provide third party material testing and compaction testing for the contractors work. The contractor is responsible to coordinate with Rockland Green's testing company to schedule the appropriate tests for the work being conducted.
166		156	9/3/2024	Is there a geotechnical /soils report and boring report , a more complete civil plan(marsh/wet plan marking, curbs, sidewalk drainage/sewer etc.)/report from the prior owner , landscaping plans. Site clearing plan, a more complete site plan etc.	RG	9/10/2024	No geotechnical/soils report or boring report available. Complete Civil Drawing is included within Addendum No.2
167		157	9/3/2024	Will the fire alarm be monitored ?	RG	9/10/2024	Yes
168		158	9/3/2024	Is there a low voltage plan (data /conduit /back boxes/speakers /layout) ?	TEG		
169							
170		160	9/3/2024	Refrigerant A410A will be obsolete after Jan 1, 2025. Is this an issue with your project?	TEG	9/9/2024	There is potential for unit selections to vary in performance based on the new stricter DOE requirements. Assuming we will analyze at time of shop drawing submittals.
171		161	9/3/2024	Does the existing roof have any warranty ?	BDA	9/9/2024	Unknown
172		162	9/4/2024	Piping (Refrigeration & Drain) are NOT shown. Please confirm if assumptions are to be made for Bid purposes.	TEG		
173		163	9/4/2024	Please confirm where Condensate Drain from DAH-I (Surgery Rm AC) is to terminate.	TEG	9/9/2024	Per sheet M101, Note #5 - ROUTE CONDENSATE DRAIN LINE TO AUXILIARY DRAIN BOX BELOW CABINET NEAR SINK "S-4" IN I 53 TREATMENT/RECOVERY AREA. SPILL WITH CODE APPROVED AIR GAP.
174		164	9/4/2024	Plumbing drawings indicate locations for Floor Drains for Upper Level Mech Rooms (MECH.1 (212) &MECH.2 (215)) MECH.3 (230) does NOT indicate Floor Drains. Please identify Floor Drains in MECH.3 for Condensate from (AHU-1,2,3,14,15)? or where Drains should terminate ?	TEG	9/9/2024	Drains added. See revised drawing P103: Rev.1 "Addendum 2" 09/09/2024.
175		165	9/4/2024	AC Unit DAH-I is shown. ACCU Condenser DHP-I location is NOT INDICATED. Please provide location of Air Cooled Condenser DHP-I?	TEG	9/9/2024	DHP-I has been added to the canopy roof along rear of building with other heat pump units. Sheet M105 has been amended to show DHP-I location.
176		166	9/4/2024	It appears from Arch drawings that East & West Air Cooled Condensers are located on North Side of Building (between 9'-0" & 11'-0") and not on Roof per Mechanical Dwgs. It is not clear from Structural or Architectural Drawings how the Condensers are to be Supported. Please advise of Support Details for Condensers ? and responsibility between Structural & Mechanical ??	TEG		
177		167	9/4/2024	Drawing E201, room 144 Hallway, indicates one Smoke Detector near room 180 Elevator, yet there is no indication of any other Fire Alarm devices shown on any the other plans except drawing E203 room 180 Elevator indicates a Smoke Detector and Thermal detector, please clarify if Fire Alarm drawings will be provided or drawings will be amended to indicate the required devices.	TEG	9/9/2024	Smoke detectors are required for elevator recall system as indicated detail #2 Sheet #E401.
178		168	9/4/2024	Please confirm the size of the manufactured stone veneer.	BDA	9/9/2024	Virginia LedgeStone Coronado Products Inc.
179		169	9/4/2024	Drawing A503, section D11, indicates the head detail (see illustration below), for the existing garage doors. There are existing structural steel frames (see below site photo) that wrap the existing masonry please clarify if we are to reuse the existing structural steel frames or if they are to be removed for a new structural steel head fame, as shown on section D11.	JJK	9/9/2024	EXISTING STEEL FRAME TO BE LEFT IN PLACE..CONTRACTOR TO FIELD VERIFY EA. CONDITION.
180		170	9/4/2024	Please provide a specification for the awnings displayed on the drawings.	BDA	9/9/2024	See spec. 107313 Exterior Sun Control Devices
181		171	9/4/2024	Please clarify the location of the exterior sun control devices. They are included in the specifications but are not currently shown on the drawings.	BDA	9/9/2024	Shown on A107 Roof Plan and A201 Exterior Elevations
182		172	9/4/2024	Please refer to equipment item E10 on drawing A101. The hose lengths associated with the Reelcraft garden hose reels are not noted at all locations. Could you please provide clarification?	BDA	9/9/2024	Hose lengths have been updated on A101

	A	B	C	D	E	F	G
1							
2							
3							
4				The remaining outstanding RFI's will be addressed via another Addendum.			
5							
6		Project Name: Rockland Green RFP 2024-01					
7		RFI Log #1					
8		9/13/2024					
9							
10		Bid Question #	Date Submitted	Clarification Requested/Question	Responded By	Response Date	Response
183		173	9/4/2024	Drawing M004 indicates the Mini Split System/Heat Pump Schedule, with the DHP-I, yet this unit is not shown on drawing M101, M103 or M105, please clarify where this unit is to be located.	TEG	9/9/2024	DHP-I has been added to the canopy roof along rear of building with other heat pump units. Sheet M105 has been amended to show DHP-I location.
184		174	9/4/2024	Drawing P103, does not indicate a floor drain for any condensate drain piping discharge in Mechanical Room 3, room 230, please clarify if we are to discharge the condensate to the adjacent Janitor Closet, Room 223.	TEG	9/9/2024	See response to RFI-164
185		175	9/4/2024	Please provide support/attachment details for all condensing units on the north side exterior roof and any additional structural framing required for the weight of the units.	TEG	9/9/2024	Sheet M007 has a generic installation detail. Structural engineer input may be required to determine best method of connecting units to structural canopy roof system.
186							
187							
188							
189							
190							

SECTION -0 0004

TABLE OF CONTENTS

GENERAL INFORMATION

-0 0001	Cover page
-0 0002	Certification Page
-0 0003	Project Directory
-0 0004	Table of Contents
-0 0005	List of Drawing Sheets

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS (not used)

00 0000	(not used) (Instructional Documents provided by Owner)
---------	--

GENERAL REQUIREMENTS SUBGROUP

DIVISION 01 - GENERAL REQUIREMENTS

01 1100	Summary of Work
01 2300	Alternates
01 2500	Substitution Procedures
01 2519	Substitution Request Form
01 2600	Contract Modification Procedures
01 2613	Requests for Information
01 2900	Payment Procedures
01 3100	Project Management and Coordination
01 3216	Construction Progress Schedule
01 3300	Submittal Procedures
01 4000	Quality Requirements
01 4523	Testing and Inspection Services
01 5000	Temporary Facilities and Controls
01 6000	Product Requirements
01 7700	Closeout Procedures

FACILITY CONSTRUCTION SUBGROUP

DIVISION 02 - EXISTING CONDITIONS

02 4119	Selective Demolition
---------	----------------------

DIVISION 03 - CONCRETE (“ALSO” refer to structural drawings & specifications)

Unless noted otherwise Structural drawings and specifications shall override any specifications listed herein.

03 1000	Concrete Forming
03 2000	Concrete Reinforcing
03 3000	Cast-In-Place Concrete (CIVIL)
03 3000	Cast-In-Place Concrete\
03 3500	Concrete Finishing and Curing
03 5113	Cementitious Roof Panels

DIVISION 04 - MASONRY (“ALSO” refer to structural drawings & specifications)

Unless noted otherwise Structural drawings and specifications shall override any specifications listed herein.

04 2000	Unit Masonry
04 7300	Manufactured Stone Masonry

DIVISION 05 - METALS (“**ALSO**” refer to structural drawings & specifications)

Unless noted otherwise Structural drawings and specifications shall override any specifications listed herein.

05 5000	Metal Fabrications
05 5100	Metal Stairs
05 5200	Metal Railing System
05 7300	Decorative Metal Railing and Screen

DIVISION 06 - WOOD, PLASTICS AND COMPOSITES (“**ALSO**” refer to structural drawings & specifications)

Unless noted otherwise Structural drawings and specifications shall override any specifications listed herein.

06 1000	Rough Carpentry
06 4100	Architectural Wood Casework
06 4600	Wood Trim
06 6116	Solid Surfacing Fabrications

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 0543	Cladding Support Systems
07 1419	Cold Fluid Applied Waterproofing
07 2113	Board Insulation
07 2116	Blanket Insulation
07 2600	Vapor Retarders
07 2700	Air Barriers
07 4113	Metal Roof Panels
07 5213	Metal Wall Panels
07 4646	Fiber Cement Siding
07 6200	Sheet Metal Flashing and Trim
07 6500	Flexible Flashing
07 8400	Firestopping
07 9200	Joint Sealers

DIVISION 08 - OPENINGS

08 1113	Hollow Metal Doors and Frames
08 1416	Flush Wood Doors
08 3006	Interior Sliding Doors
08 3100	Access Doors and Panels
08 3800	Traffic Doors
08 5113	Aluminum Windows and Glass Doors
08 7100	Door Hardware
08 8000	Glazing

DIVISION 09 – FINISHES (“**ALSO**” refer to “**Interior Design**” drawings & specifications)

Unless noted otherwise Interior Design drawings and specifications shall override any specifications listed herein.

09 2200	Metal Support Assemblies
09 2900	Gypsum Board
09 3000	Tiling
09 5100	Acoustical Ceilings
09 6513	Resilient Base and Accessories
09 6566	Resilient Athletic Flooring
09 6723	Resinous Flooring
09 7200	Wall Coverings
09 8400	Acoustic Flooring Mat
09 9100	Painting

DIVISION 10 - SPECIALTIES

10 1423	Interior Panel Signs
10 1429	Dimensional Letters
10 2123	Cubicle Track and Hardware
10 2600	Wall Protection
10 2813	Toilet Accessories
10 4416	Fire Extinguishers
10 7313	Exterior Sun Control Devices

DIVISION 11 - EQUIPMENT

11 9400	Equipment
---------	-----------

DIVISION 12 - FURNISHINGS (not used)

00 0000	(not used)
---------	------------

DIVISION 13 - SPECIAL CONSTRUCTION

00 0000	(not used)
---------	------------

DIVISION 14 - CONVEYING EQUIPMENT

14 2000	Machine Room-Less Hydraulic Elevators
---------	---------------------------------------

FACILITY SERVICES SUBGROUP

DIVISION 21 – FIRE SUPPRESSION (refer to Fire Sprinkler Contractor’s approved drawings & calculations)

21 0000	(refer also to Fire Sprinkler Contractor’s approved drawings & calculations)
---------	--

DIVISION 22 - PLUMBING (refer to Plumbing drawings & specifications)

22 0000	(See Plumbing Drawings Sheet P001)
---------	------------------------------------

DIVISION 23 - HEATING VENTILATING & AIR CONDITIONING (refer to Mechanical drawings & specifications)

23 0000	(See Mechanical Drawings Sheet M002)
23 3400	HVAC Fans

DIVISION 25 – INTEGRATED AUTOMATION (not used)

25 0000	(not used)
---------	------------

DIVISION 26 – ELECTRICAL (refer to Electrical drawings & specifications)

26 0000	(See Electrical Drawings Sheet E001)
---------	--------------------------------------

DIVISION 27 – COMMUNICATIONS (refer to Electrical drawings & specifications)

27 0000	(See Electrical Drawings Sheet E001)
---------	--------------------------------------

SITE AND INFRASTRUCTURE SUBGROUP

DIVISION 31 - EARTHWORK (“ALSO” refer also to civil drawings & specifications)

31 0000	(See Civil drawings)
31 3119	Termite Control

DIVISION 32 - EXTERIOR IMPROVEMENTS (refer also to civil drawings & specifications)

32 1813	Synthetic Grass Surfacing
32 3100	Welded Wire Fences and Gates
32 3123	Plastic Fences and Gates

DIVISION 33 - UTILITIES (refer to civil drawings & specifications)

33 4000	(See Civil Drawings)
---------	----------------------

EQUIPMENT SUBGROUP

DIVISION 48- ELECTRICAL POWER GENERATION (“ALSO” refer also to Electrical drawings & specifications)

END OF SECTION

ROOM / DOOR SIGNAGE

DOOR NO	ROOM NAME	SIGN TEXT	BY	
			GC	Owner
101A	ADOPTION VESTIBULE	<none>		
101B	ADOPTION VESTIBULE	<none>		
103	ADOPTION RECEPTION	<none>		
104	CLOSET	STORAGE	X	
106	CONGREGATE FELINE RM #1			X
107A	CONGREGATE FELINE RM #2			X
107B	CONGREGATE FELINE RM #2			X
108	CONGREGATE FELINE RM #3			X
112	FELINE CONDOS #2			X
113	FELINE FOOD/ PREP			X
114A	CONGREGATE FELINE RM #4			X
114B	CONGREGATE FELINE RM #4			X
115A	CONGREGATE FELINE RM #5			X
115B	CONGREGATE FELINE RM #5			X
116	FELINE CONDOS #1			X
117A	FELINE M&G #2			X
117B	FELINE M&G #2			X
118A	FELINE M&G #1			X
118B	FELINE M&G #1			X
119	REAL LIFE RM # 1			X
120	REAL LIFE RM #2			X
122	CANINE M&G #2			X
123	CANINE M&G #1			X
124A	CANINE ADOPT. #1 - PUBLIC			X
124B	CANINE ADOPT. #1 - PUBLIC			X
125	CANINE ADOPT. #2 - PUBLIC			X
125B	CANINE ADOPT. #2 - PUBLIC			X
126	JANITOR	JANITORIAL	X	
127	CANINE ADOPT. #3 - PUBLIC			X
128	CANINE ADOPT. #4- PUBLIC			X
129	JANITOR	JANITORIAL		
130	CANINE ADOPT. #5 - PUBLIC			X
131A	CANINE ADOPT. #5 - STAFF	<none>		
131B	CANINE ADOPT. #5 - STAFF	CANINE ADOPTION #5	X	
132	CANINE ADOPT. #4 - STAFF	CANINE ADOPTION #4	X	
133A	CANINE ADOPT. #3 - STAFF	<none>		
133B	CANINE ADOPT. #3 - STAFF	CANINE ADOPTION #3	X	
133C	CANINE ADOPT. #3 - STAFF	<none>		
134	JANITOR	JANITORIAL	X	
135A	CANINE ADOPT. #2- STAFF	<none>		
135B	CANINE ADOPT. #2- STAFF	CANINE ADOPTION #2	X	
136A	CANINE ADOPT. #1 - STAFF	STAFF ONLY	X	

136B	CANINE ADOPT. #1 - STAFF	CANINE ADOPTION #1	X	
137	JANITOR	JANITORIAL	X	
139A	HALL			X
139B	HALL	STAFF ONLY	X	
141	MENS REST.	REST ROOM		
142	WOMANS REST.	REST ROOM		
143	JANITOR	JANITORIAL		
144	HALLWAY	STAFF ONLY	X	
147	CONFERENCE ROOM			X
148	CLOSET	<none>		
149	STAFF LOUNGE	BREAK ROOM	X	
150	MARKETING OFFICE	MARKETING	X	
151	DIRECTORS OFFICE	DIRECTOR	X	
153A	TREATMENT/ RECOVERY	STAFF ONLY	X	
153B	TREATMENT/ RECOVERY	VETERINARY CLINIC	X	
154	DBL. SURGERY	<none>		
155	O2 CLOSET	OXYGEN	X	
157A	CANINE ISO.	ISOLATION	X	
157B	CANINE ISO.	ISOLATION	X	
158	CANINE ISO.	CANINE ISOLATION	X	
159	FELINE ISO.	FELINE ISOLATION	X	
160A	SURRENDER VESTIBULE	<none>		
160B	SURRENDER VESTIBULE	<none>		
162	PUBLIC REST.	REST ROOM	X	
163	STORAGE	STORAGE	X	
164A	INTAKE #1			X
164B	INTAKE #1	INTAKE 1		
165A	INTAKE #2			X
165B	INTAKE #2	INTAKE 2	X	
166A	INTAKE EXAM			X
166B	INTAKE EXAM	EXAM ROOM	X	
166C	INTAKE EXAM	EXAM ROOM	X	
167A	DVM OFFICE	OFFICE	X	
167B	DVM OFFICE	OFFICE	X	
170	FOOD PREP / LAUN. & BATHE	LAUNDRY, BATHE & FOOD PREP.	X	
171	FELINE HOLD	FELINE HOLD	X	
172	CANINE HOLD	CANINE HOLD	X	
173	JANITOR	JANITORIAL	X	
175A	INTAKE HOLD	INTAKE HOLD	X	
175B	INTAKE HOLD	INTAKE 1	X	
175C	INTAKE HOLD	INTAKE 2	X	
177A	RECEIVING	RECEIVING	X	
177B	RECEIVING	RECEIVING	X	
178A	FOOD STORAGE	STORAGE 1	X	
178B	FOOD STORAGE	STORAGE	X	
179	CENTRAL STORAGE	STORAGE 2	X	
181A	STAIR #2	<none>		

181B	STAIR #2	<none>		
181C	STAIR #2			
182	FELINE HALLWAY 3			X
183	FELINE HALLWAY 1			X
201	UPPER LOBBY			X
203	FELINE INDOOR PLAY			X
204	CONGREGATE FELINE RM. #7			X
205	CONGREGATE FELINE RM. #8			X
206	CONGREGATE FELINE RM. #9			X
207	CONGREGATE FELINE RM. #10			X
208	CONGREGATE FELINE RM. #11			X
209	CONGREGATE FELINE RM. #12			X
210	CONGREGATE FELINE RM. #13			X
211	UPPER FELINE FOOD PREP	FOOD PREP	X	
212	MECH. 1	MECHANICAL 1	X	
213	EXOTICS/ AVIAN			X
214	HALLWAY (EAST)			X
215A	LEVEL 2 CANINE ADOPT (EAST)			X
215B	LEVEL 2 CANINE ADOPT (EAST)			X
216	CANINE JAN. (EAST)	JANITORIAL	X	
217A	LEVEL 2 CANINE ADOPT (WEST)			X
217B	LEVEL 2 CANINE ADOPT (WEST)	STAFF ONLY	X	
217C	LEVEL 2 CANINE ADOPT (WEST)	<none>		
218	CANINE JAN. (WEST)	JANITORIAL	X	
219A	WHELPING/ PARTURITION	WHELPING	X	
219B	WHELPING/ PARTURITION	<none>		
220	HALLWAY (WEST)	STAFF ONLY	X	
222	WOMEN'S LAVATORY	WOMAN'S REST ROOM & SHOWER	X	
223	WOMEN'S RESTROOM	REST ROOM	X	
224	WOMEN'S SHOWER	SHOWER	X	
225	JANITOR	JANITORIAL	X	
226	MENS SHOWER	SHOWER	X	
227	MEN'S LAVATORY	MEN'S REST ROOM & SHOWER	X	
228	MENS RESTROOM	REST ROOM	X	
229	ELEVATOR LEVEL 2	<none>		
230A	INDOOR EXERCISE RM.	EXERCISE AND ENRICHMENT		X
230B	INDOOR EXERCISE RM.	EXERCISE AND ENRICHMENT		X
231	FELINE HOLD #2	FELINE HOLD 2	X	
232	MECH. 3	MECHANICAL 3	X	
233	(FUTURE BUILD-OUT)	<none>		
234	MECH. 2	MECHANICAL 2	X	



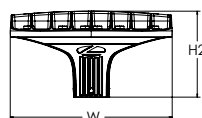
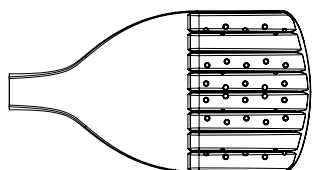
D-Series Size 0 LED Area Luminaire



d^sseries

Specifications

EPA:	0.44 ft ² (0.04 m ²)
Length:	26.18" (66.5 cm)
Width:	14.06" (35.7 cm)
Height H1:	2.26" (5.7 cm)
Height H2:	7.46" (18.9 cm)
Weight:	23 lbs (10.4 kg)



ds Design Select options indicated by this color background.

Catalog
Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications, with typical energy savings of 70% and expected service life of over 100,000 hours.



Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

Ordering Information

EXAMPLE: DSX0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED						
Series	LEDs	Color temperature ²	Color Rendering Index ²	Distribution	Voltage	Mounting
DSX0 LED	Forward optics P1 P5 P2 P6 P3 P7 P4 Rotated optics P10 ¹ P12 ¹ P11 ¹ P13 ¹	(this section 70CRI only) 30K 3000K 40K 4000K 50K 5000K (this section 80CRI only, extended lead times apply) 27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K	70CRI 70CRI 70CRI 80CRI 80CRI 80CRI 80CRI 80CRI	AFR Automotive front row T1S Type I short T2M Type II medium T3M Type III medium T3LG Type III low glare ² T4M Type IV medium T4LG Type IV low glare ³ TFTM Forward throw medium	T5M Type V medium T5LG Type V low glare T5W Type V wide BLC3 Type III backlight control ³ BLC4 Type IV backlight control ³ LCCO Left corner cutoff ³ RCCO Right corner cutoff ³ MVOLT (120V-277V) ⁴ HVOLT (347V-480V) ^{5,6} XVOLT (277V-480V) ^{7,8} 120 ^{16, 24} 208 ^{16, 24} 240 ^{16, 24} 277 ^{16, 24} 347 ^{16, 24} 480 ^{16, 24}	Shipped included SPA Square pole mounting (#8 drilling, 3.5" min. SQ pole) RPA Round pole mounting (#8 drilling, 3" min. RND pole) SPA5 Square pole mounting (#5 drilling, 3" min. SQ pole) ⁹ RPA5 Round pole mounting (#5 drilling, 3" min. RND pole) ⁹ SPA8N Square narrow pole mounting (#8 drilling, 3" min. SQ pole) WBA Wall bracket ¹⁰ MA Mast arm adapter (mounts on 2 3/8" OD horizontal tenon)

Control options	Other options	Finish (required)
Shipped installed NLTAIR2 PIRHN nLight AIR gen 2 enabled with bi-level motion / ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc ^{11, 12, 18, 19} PIR High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc ^{13, 18, 19} PER NEMA twist-lock receptacle only (controls ordered separate) ¹⁴ PERS Five-pin receptacle only (controls ordered separate) ^{14, 19}	PER7 Seven-pin receptacle only (controls ordered separate) ^{14, 19} FAO Field adjustable output ^{15, 19} BL30 Bi-level switched dimming, 30% ^{16, 19} BL50 Bi-level switched dimming, 50% ^{16, 19} DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) ¹⁷ Shipped installed HS Houseside shield (black finish standard) ²⁰ L90 Left rotated optics ¹ R90 Right rotated optics ¹ CCE Coastal Construction ²¹ HA 50°C ambient operation ²² BAA Buy America(n) Act Compliant SF Single fuse (120, 277, 347V) ²⁴ DF Double fuse (208, 240, 480V) ²⁴ Shipped separately EGSR External Glare Shield (reversible, field install required, matches housing finish) BSDB Bird Spikes (field install required)	DDBXD Dark Bronze DBLXD Black DNAXD Natural Aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white



One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com
© 2011-2024 Acuity Brands Lighting, Inc. All rights reserved.

DSX0-LED
Rev. 03/26/24
Page 1 of 9

Ordering Information

Accessories

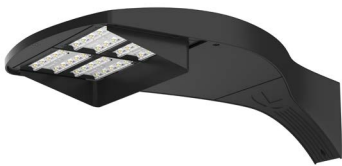
Ordered and shipped separately.

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ²³
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ²³
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ²³
DSHORT SBK	Shorting cap ²³
DSX0HS P#	House-side shield (enter package number P1-7, P10-13 in place of #)
DSXRPA (FINISH)	Round pole adapter (#8 drilling, specify finish)
DSXRPA5 (FINISH)	Round pole adapter #5 drilling (specify finish)
DSXSPA5 (FINISH)	Square pole adapter #5 drilling (specify finish)
DSX0EGSR (FINISH)	External glare shield (specify finish)
DSX0SDB (FINISH)	Bird spike deterrent bracket (specify finish)

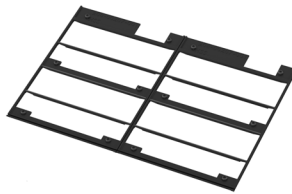
NOTES

- Rotated optics available with packages P10, P11, P12 and P13. Must be combined with option L90 or R90.
- 30K, 40K, and 50K available in 70CRI and 80CRI. 27K and 35K only available with 80CRI. Contact Technical Support for other possible combinations.
- T3LG, T4LG, BLC3, BLC4, LCCO, RCCO not available with option HS.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
- HVOLT not available with package P1, P2 and P10 when combined with option NLTAIR2 PIRHN or option PIR.
- XVOLT operates with any voltage between 277V and 480V (50/60 Hz).
- XVOLT not available in packages P1, P2 or P10. XVOLT not available with fusing (SF or DF).
- SPA5 and RPA5 for use with #5 drilling only (Not for use with #8 drilling).
- WBA cannot be combined with Type 5 distributions plus photocell (PER).
- NLTAIR2 and PIRHN must be ordered together. For more information on nLight Air 2.
- NLTAIR2 PIRHN not available with other controls including PIR, PER, PER5, PER7, FAO, BL30, BL50 and DMG. NLTAIR2 PIRHN not available with P1, P2 and P10 using HVOLT. NLTAIR2 PIRHN not available with P1, P2 and P10 using XVOLT. NLTAIR2 PIRHN not available with P1 using MVOLT.
- PIR not available with NLTAIR2, PER, PER5, PER7, FAO BL30, BL50 and DMG. PIR not available with P1, P2 and P10 using HVOLT. PIR not available with P1, P2 and P10 using XVOLT. PIR not available with P1 using MVOLT.
- PER/PER5/PER7 not available with NLTAIR2, PIR, BL30, BL50. Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
- FAO not available with other dimming control options NLTAIR2 PIRHN, PIR, PER5, PER7, BL30, BL50, or DMG.
- BL30 and BL50 are not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, FAO and DMG. BL30 or BL50 must specify 120, 277 or 347V. Consult tech support for 208, 240 or 480V.
- DMG not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, BL30, BL50 and FAO.
- Reference Motion Sensor Default Settings table on page 4 to see functionality.
- Reference Controls Options table on page 4.
- Option HS not available with T3LG, T4LG, BLC3, BLC4, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.
- CCE option not available with option BS and EGSR. Contact Technical Support for availability.
- Option HA not available with performance packages P6, P7, P12 and P13.
- Requires luminaire to be specified with PER, PER5 or PER7 option. See Controls Table on page 4.
- Single fuse (SF) requires 120V, 277V, or 347V. Double fuse (DF) requires 208V, 240V or 480V. XVOLT not available with fusing (SF or DF).

Shield Accessories



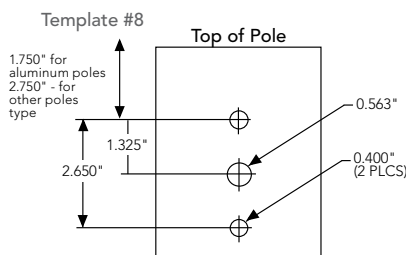
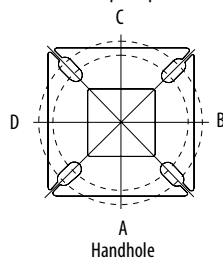
External Glare Shield (EGSR)



House Side Shield (HS)

Drilling

HANDHOLE ORIENTATION (from top of pole)



Tenon Mounting Slipfitter

Tenon O.D.	Mounting	Single Unit	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
2-3/8"	RPA	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 390	AS3-5 320	AS3-5 490
2-7/8"	RPA	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	RPA	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
Minimum Acceptable Outside Pole Dimension							
SPA	#8	3.5"	3.5"	3.5"	3.5"		3.5"
RPA	#8	3"	3"	3"	3"	3"	3"
SPA5	#5	3"	3"	3"	3"		3"
RPA5	#5	3"	3"	3"	3"	3"	3"
SPA8N	#8	3"	3"	3"	3"		3"

DSX0 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration	Single DM19	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM32	4 @ 90 DM49
Mounting Type						
DSX0 with SPA	0.44	0.88	0.96	1.18	---	1.16
DSX0 with SPA5, SPA8N	0.51	1.02	1.06	1.26	---	1.29
DSX0 with RPA, RPA5	0.51	1.02	1.06	1.26	1.24	1.29
DSX0 with MA	0.64	1.28	1.24	1.67	1.70	1.93

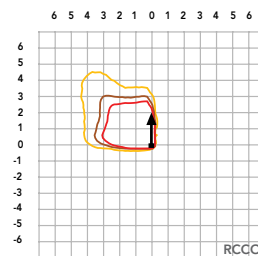
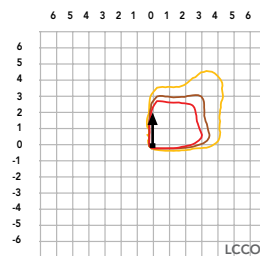
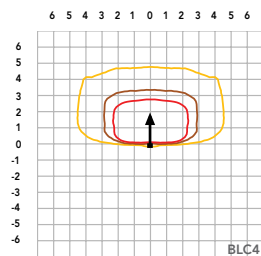
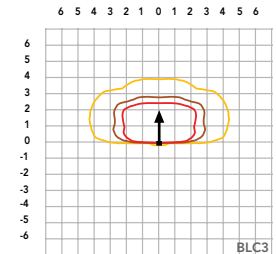
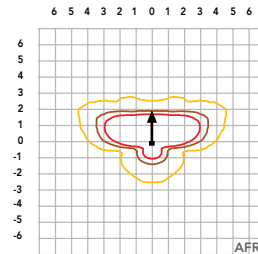
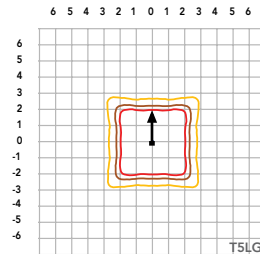
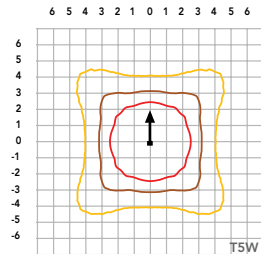
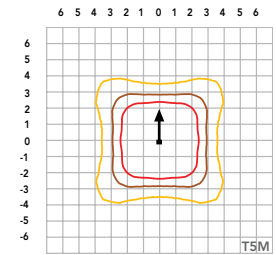
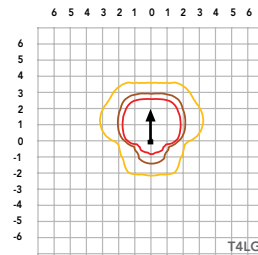
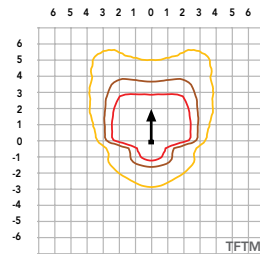
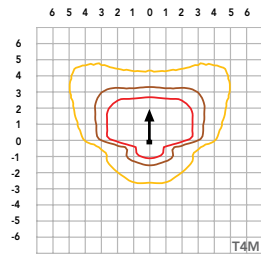
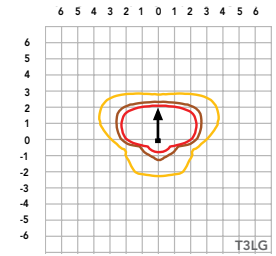
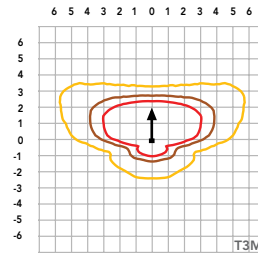
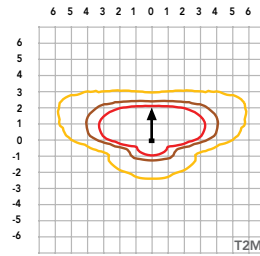
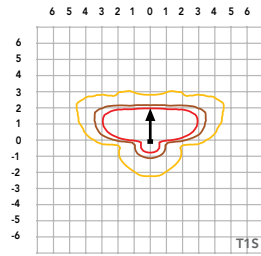
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [homepage](https://www.lithonia.com).

Isofootcandle plots for the DSX0 LED P7 40K 70CRI. Distances are in units of mounting height (20').

LEGEND

- 0.1 fc
- 0.5 fc
- 1.0 fc



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.04
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°C	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	Lumen Maintenance Factor
0	1.00
25,000	0.94
50,000	0.89
100,000	0.80

FAO Dimming Settings

FAO Position	% Wattage	% Lumen Output
8	100%	100%
7	93%	95%
6	80%	85%
5	66%	73%
4	54%	61%
3	41%	49%
2	29%	36%
1	15%	20%

*Note: Calculated values are based on original performance package data. When calculating new values for given FAO position, use published values for each package based on input watts and lumens by optic type.

Motion Sensor Default Settings

Option	Unoccupied Dimmed Level	High Level (when occupied)	Photocell Operation	Dwell Time	Ramp-up Time	Dimming Fade Rate
PIR	30%	100%	Enabled @ 2FC	7.5 min	3 sec	5 min
NLTAIR2 PIRHN	30%	100%	Enabled @ 2FC	7.5 min	3 sec	5 min

Controls Options

Nomenclature	Description	Functionality	Primary control device	Notes
FAO	Field adjustable output device installed inside the luminaire; wired to the driver dimming leads.	Allows the luminaire to be manually dimmed, effectively trimming the light output.	FAO device	Cannot be used with other controls options that need the 0-10V leads
DS (not available on DSX0)	Drivers wired independently for 50/50 luminaire operation	The luminaire is wired to two separate circuits, allowing for 50/50 operation.	Independently wired drivers	Requires two separately switched circuits. Consider nLight AIR as a more cost effective alternative.
PERS or PER7	Twist-lock photocell receptacle	Compatible with standard twist-lock photocells for dusk to dawn operation, or advanced control nodes that provide 0-10V dimming signals.	Twist-lock photocells such as DLL Elite or advanced control nodes such as ROAM.	Pins 4 & 5 to dimming leads on driver, Pins 6 & 7 are capped inside luminaire. Cannot be used with other controls options that need the 0-10V leads.
PIR	Motion sensor with integral photocell. Sensor suitable for 8' to 40' mounting height.	Luminaires dim when no occupancy is detected.	Acuity Controls rSBG	Cannot be used with other controls options that need the 0-10V leads.
NLTAIR2 PIRHN	nLight AIR enabled luminaire for motion sensing, photocell and wireless communication.	Motion and ambient light sensing with group response. Scheduled dimming with motion sensor override when wirelessly connected to the nLight Eclipse.	nLight Air rSBG	nLight AIR sensors can be programmed and commissioned from the ground using the CIAIRity Pro app. Cannot be used with other controls options that need the 0-10V leads.
BL30 or BL50	Integrated bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output	BLC device provides input to 0-10V dimming leads on all drivers providing either 100% or dimmed (30% or 50%) control by a secondary circuit	BLC UVOLT1	BLC device is powered off the 0-10V dimming leads, thus can be used with any input voltage from 120 to 480V

Electrical Load

					Current (A)					
	Performance Package	LED Count	Drive Current (mA)	Wattage	120V	208V	240V	277V	347V	480V
Forward Optics (Non-Rotated)	P1	20	530	34	0.28	0.16	0.14	0.12	0.10	0.07
	P2	20	700	45	0.38	0.22	0.19	0.16	0.13	0.09
	P3	20	1050	69	0.57	0.33	0.29	0.25	0.20	0.14
	P4	20	1400	94	0.78	0.45	0.39	0.34	0.27	0.19
	P5	40	700	89	0.75	0.43	0.38	0.33	0.26	0.19
	P6	40	1050	136	1.14	0.66	0.57	0.49	0.39	0.29
	P7	40	1300	170	1.42	0.82	0.71	0.62	0.49	0.36
Rotated Optics (Requires L90 or R90)	P10	30	530	51	0.42	0.24	0.21	0.18	0.15	0.11
	P11	30	700	67	0.57	0.33	0.28	0.25	0.20	0.14
	P12	30	1050	103	0.86	0.50	0.43	0.37	0.30	0.22
	P13	30	1300	129	1.07	0.62	0.54	0.46	0.37	0.27

LED Color Temperature / Color Rendering Multipliers

	70 CRI		80CRI		90CRI	
	Lumen Multiplier	Availability	Lumen Multiplier	Availability	Lumen Multiplier	Availability
5000K	102%	Standard	92%	Extended lead-time	71%	(see note)
4000K	100%	Standard	92%	Extended lead-time	67%	(see note)
3500K	100%	(see note)	90%	Extended lead-time	63%	(see note)
3000K	96%	Standard	87%	Extended lead-time	61%	(see note)
2700K	94%	(see note)	85%	Extended lead-time	57%	(see note)

Note: Some LED types are available as per special request. Contact Technical Support for more information.

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Forward Optics

Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P1	33W	20	530	T1S	4,906	1	0	1	148	5,113	1	0	1	154	5,213	1	0	1	157
				T2M	4,545	1	0	2	137	4,736	1	0	2	143	4,829	1	0	2	145
				T3M	4,597	1	0	2	138	4,791	1	0	2	144	4,885	1	0	2	147
				T3LG	4,107	1	0	1	124	4,280	1	0	1	129	4,363	1	0	1	131
				T4M	4,666	1	0	2	141	4,863	1	0	2	146	4,957	1	0	2	149
				T4LG	4,244	1	0	1	128	4,423	1	0	1	133	4,509	1	0	1	136
				TFTM	4,698	1	0	2	141	4,896	1	0	2	147	4,992	1	0	2	150
				T5M	4,801	3	0	1	145	5,003	3	0	1	151	5,101	3	0	1	154
				T5W	4,878	3	0	1	147	5,084	3	0	2	153	5,183	3	0	2	156
				T5LG	4,814	2	0	1	145	5,018	2	0	1	151	5,115	2	0	1	154
				BLC3	3,344	0	0	1	101	3,485	0	0	1	105	3,553	0	0	1	107
				BLC4	3,454	0	0	2	104	3,599	0	0	2	108	3,670	0	0	2	111
				RCCO	3,374	0	0	1	102	3,517	0	0	1	106	3,585	0	0	1	108
				LCCO	3,374	0	0	1	102	3,517	0	0	1	106	3,585	0	0	1	108
				AFR	4,906	1	0	1	148	5,113	1	0	1	154	5,213	1	0	1	157
P2	45W	20	700	T1S	6,328	1	0	1	140	6,595	1	0	1	146	6,724	1	0	1	149
				T2M	5,862	1	0	2	130	6,109	1	0	2	135	6,228	1	0	2	138
				T3M	5,930	1	0	3	131	6,180	1	0	3	137	6,301	1	0	3	140
				T3LG	5,297	1	0	1	117	5,521	1	0	1	122	5,628	1	0	1	125
				T4M	6,018	1	0	3	133	6,272	1	0	3	139	6,395	1	0	3	142
				T4LG	5,474	1	0	1	121	5,705	1	0	1	126	5,816	1	0	1	129
				TFTM	6,060	1	0	3	134	6,316	1	0	3	140	6,439	1	0	3	143
				T5M	6,192	3	0	1	137	6,453	3	0	2	143	6,579	3	0	2	146
				T5W	6,293	3	0	2	139	6,558	3	0	2	145	6,686	3	0	2	148
				T5LG	6,210	2	0	1	138	6,472	3	0	1	143	6,598	3	0	1	146
				BLC3	4,313	0	0	2	96	4,495	0	0	2	100	4,583	0	0	2	102
				BLC4	4,455	0	0	2	99	4,643	0	0	2	103	4,733	0	0	2	105
				RCCO	4,352	0	0	2	96	4,536	0	0	2	100	4,624	0	0	2	102
				LCCO	4,352	0	0	2	96	4,536	0	0	2	100	4,624	0	0	2	102
				AFR	6,328	1	0	1	140	6,595	1	0	1	146	6,724	1	0	1	149
P3	69W	20	1050	T1S	9,006	1	0	2	131	9,386	1	0	2	136	9,569	1	0	2	139
				T2M	8,343	2	0	3	121	8,694	2	0	3	126	8,864	2	0	3	129
				T3M	8,439	2	0	3	122	8,795	2	0	3	128	8,967	2	0	3	130
				T3LG	7,539	1	0	2	109	7,857	1	0	2	114	8,010	1	0	2	116
				T4M	8,565	2	0	3	124	8,926	2	0	3	129	9,100	2	0	3	132
				T4LG	7,790	1	0	2	113	8,119	1	0	2	118	8,277	1	0	2	120
				TFTM	8,624	1	0	3	125	8,988	1	0	3	130	9,163	2	0	3	133
				T5M	8,812	3	0	2	128	9,184	4	0	2	133	9,363	4	0	2	136
				T5W	8,955	4	0	2	130	9,333	4	0	2	135	9,515	4	0	2	138
				T5LG	8,838	3	0	1	128	9,211	3	0	1	134	9,390	3	0	1	136
				BLC3	6,139	0	0	2	89	6,398	0	0	2	93	6,522	0	0	2	95
				BLC4	6,340	0	0	3	92	6,607	0	0	3	96	6,736	0	0	3	98
				RCCO	6,194	1	0	2	90	6,455	1	0	2	94	6,581	1	0	2	95
				LCCO	6,194	1	0	2	90	6,455	1	0	2	94	6,581	1	0	2	95
				AFR	9,006	1	0	2	131	9,386	1	0	2	136	9,569	1	0	2	139
P4	93W	20	1400	T1S	11,396	1	0	2	122	11,877	1	0	2	128	12,109	2	0	2	130
				T2M	10,557	2	0	3	113	11,003	2	0	3	118	11,217	2	0	3	121
				T3M	10,680	2	0	3	115	11,130	2	0	3	120	11,347	2	0	3	122
				T3LG	9,540	1	0	2	103	9,942	1	0	2	107	10,136	1	0	2	109
				T4M	10,839	2	0	3	117	11,296	2	0	3	121	11,516	2	0	4	124
				T4LG	9,858	1	0	2	106	10,274	1	0	2	110	10,474	1	0	2	113
				TFTM	10,914	2	0	3	117	11,374	2	0	3	122	11,596	2	0	3	125
				T5M	11,152	4	0	2	120	11,622	4	0	2	125	11,849	4	0	2	127
				T5W	11,332	4	0	3	122	11,811	4	0	3	127	12,041	4	0	3	129
				T5LG	11,184	3	0	1	120	11,656	3	0	2	125	11,883	3	0	2	128
				BLC3	7,768	0	0	2	83	8,096	0	0	2	87	8,254	0	0	2	89
				BLC4	8,023	0	0	3	86	8,362	0	0	3	90	8,524	0	0	3	92
				RCCO	7,838	1	0	2	84	8,169	1	0	2	88	8,328	1	0	2	90
				LCCO	7,838	1	0	2	84	8,169	1	0	2	88	8,328	1	0	2	90
				AFR	11,396	1	0	2	122	11,877	1	0	2	128	12,109	2	0	2	130

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Forward Optics

Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P5	90W	40	700	T1S	12,380	2	0	2	137	12,902	2	0	2	143	13,154	2	0	2	146
				T2M	11,468	2	0	3	127	11,952	2	0	3	133	12,185	2	0	3	135
				T3M	11,601	2	0	3	129	12,091	2	0	3	134	12,326	2	0	4	137
				T3LG	10,363	2	0	2	115	10,800	2	0	2	120	11,011	2	0	2	122
				T4M	11,774	2	0	4	131	12,271	2	0	4	136	12,510	2	0	4	139
				T4LG	10,709	1	0	2	119	11,160	2	0	2	124	11,378	2	0	2	126
				TFTM	11,856	2	0	3	132	12,356	2	0	4	137	12,596	2	0	4	140
				T5M	12,114	4	0	2	134	12,625	4	0	2	140	12,871	4	0	2	143
				T5W	12,310	4	0	3	137	12,830	4	0	3	142	13,080	4	0	3	145
				T5LG	12,149	3	0	2	135	12,662	3	0	2	141	12,908	3	0	2	143
				BLC3	8,438	0	0	2	94	8,794	0	0	2	98	8,966	0	0	2	99
				BLC4	8,715	0	0	3	97	9,083	0	0	3	101	9,260	0	0	3	103
				RCCO	8,515	1	0	2	94	8,874	1	0	2	98	9,047	1	0	2	100
				LCCO	8,515	1	0	2	94	8,874	1	0	2	98	9,047	1	0	2	100
				AFR	12,380	2	0	2	137	12,902	2	0	2	143	13,154	2	0	2	146
P6	137W	40	1050	T1S	17,545	2	0	3	128	18,285	2	0	3	133	18,642	2	0	3	136
				T2M	16,253	3	0	4	119	16,939	3	0	4	124	17,269	3	0	4	126
				T3M	16,442	2	0	4	120	17,135	3	0	4	125	17,469	3	0	4	128
				T3LG	14,687	2	0	2	107	15,306	2	0	2	112	15,605	2	0	2	114
				T4M	16,687	2	0	4	122	17,391	3	0	5	127	17,730	3	0	5	129
				T4LG	15,177	2	0	2	111	15,817	2	0	2	115	16,125	2	0	2	118
				TFTM	16,802	2	0	4	123	17,511	2	0	4	128	17,852	2	0	5	130
				T5M	17,168	4	0	2	125	17,893	5	0	3	131	18,241	5	0	3	133
				T5W	17,447	5	0	3	127	18,183	5	0	3	133	18,537	5	0	3	135
				T5LG	17,218	4	0	2	126	17,944	4	0	2	131	18,294	4	0	2	134
				BLC3	11,959	0	0	3	87	12,464	0	0	3	91	12,707	0	0	3	93
				BLC4	12,352	0	0	4	90	12,873	0	0	4	94	13,124	0	0	4	96
				RCCO	12,067	1	0	3	88	12,576	1	0	3	92	12,821	1	0	3	94
				LCCO	12,067	1	0	3	88	12,576	1	0	3	92	12,821	1	0	3	94
				AFR	17,545	2	0	3	128	18,285	2	0	3	133	18,642	2	0	3	136
P7	171W	40	1300	T1S	20,806	2	0	3	122	21,683	2	0	3	127	22,106	2	0	3	129
				T2M	19,273	3	0	4	113	20,086	3	0	4	118	20,478	3	0	4	120
				T3M	19,497	3	0	5	114	20,319	3	0	5	119	20,715	3	0	5	121
				T3LG	17,416	2	0	2	102	18,151	2	0	2	106	18,504	2	0	2	108
				T4M	19,787	3	0	5	116	20,622	3	0	5	121	21,024	3	0	5	123
				T4LG	17,997	2	0	2	105	18,756	2	0	2	110	19,121	2	0	2	112
				TFTM	19,924	3	0	5	117	20,765	3	0	5	122	21,170	3	0	5	124
				T5M	20,359	5	0	3	119	21,217	5	0	3	124	21,631	5	0	3	127
				T5W	20,689	5	0	3	121	21,561	5	0	3	126	21,982	5	0	3	129
				T5LG	20,418	4	0	2	120	21,279	4	0	2	125	21,694	4	0	2	127
				BLC3	14,182	0	0	3	83	14,780	0	0	3	87	15,068	0	0	3	88
				BLC4	14,647	0	0	4	86	15,265	0	0	4	89	15,562	0	0	4	91
				RCCO	14,309	1	0	3	84	14,913	1	0	3	87	15,204	1	0	3	89
				LCCO	14,309	1	0	3	84	14,913	1	0	3	87	15,204	1	0	3	89
				AFR	20,806	2	0	3	122	21,683	2	0	3	127	22,106	2	0	3	129

Performance Data

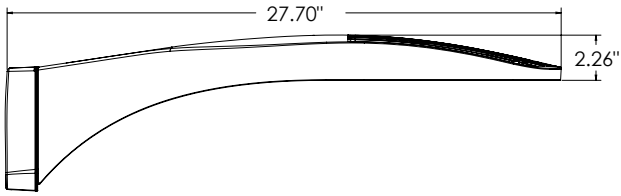
Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

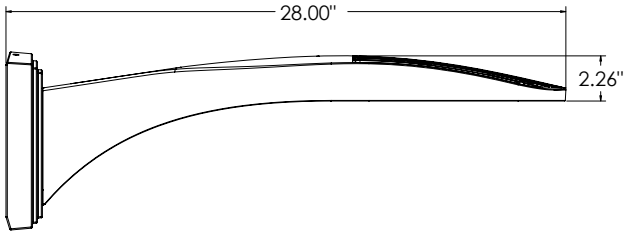
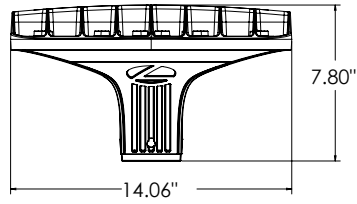
Rotated Optics

Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P10	51W	30	530	T1S	7,399	3	0	3	145	7,711	3	0	3	151	7,862	3	0	3	154
				T2M	6,854	3	0	3	135	7,144	3	0	3	140	7,283	3	0	3	143
				T3M	6,933	3	0	3	136	7,225	3	0	3	142	7,366	3	0	3	145
				T3LG	6,194	2	0	2	122	6,455	2	0	2	127	6,581	2	0	2	129
				T4M	7,036	3	0	3	138	7,333	3	0	3	144	7,476	3	0	3	147
				T4LG	6,399	2	0	2	126	6,669	2	0	2	131	6,799	2	0	2	134
				TFTM	7,086	3	0	3	139	7,385	3	0	3	145	7,529	3	0	3	148
				T5M	7,239	3	0	2	142	7,545	3	0	2	148	7,692	3	0	2	151
				T5W	7,357	3	0	2	145	7,667	3	0	2	151	7,816	4	0	2	154
				T5LG	7,260	3	0	1	143	7,567	3	0	1	149	7,714	3	0	1	152
				BLC3	5,043	3	0	3	99	5,256	3	0	3	103	5,358	3	0	3	105
				BLC4	5,208	3	0	3	102	5,428	3	0	3	107	5,534	3	0	3	109
				RCCO	5,089	0	0	2	100	5,303	0	0	2	104	5,407	0	0	2	106
				LCCO	5,089	0	0	2	100	5,303	0	0	2	104	5,407	0	0	2	106
				AFR	7,399	3	0	3	145	7,711	3	0	3	151	7,862	3	0	3	154
				T1S	9,358	3	0	3	138	9,753	3	0	3	143	9,943	3	0	3	146
				T2M	8,669	3	0	3	127	9,034	3	0	3	133	9,211	3	0	3	135
P11	68W	30	700	T3M	8,768	3	0	3	129	9,138	3	0	3	134	9,316	3	0	3	137
				T3LG	7,833	3	0	3	115	8,164	3	0	3	120	8,323	3	0	3	122
				T4M	8,899	3	0	3	131	9,274	3	0	3	136	9,455	3	0	3	139
				T4LG	8,093	3	0	3	119	8,435	3	0	3	124	8,599	3	0	3	126
				TFTM	8,962	3	0	3	132	9,340	3	0	3	137	9,522	3	0	3	140
				T5M	9,156	4	0	2	135	9,542	4	0	2	140	9,728	4	0	2	143
				T5W	9,304	4	0	2	137	9,696	4	0	2	143	9,885	4	0	2	145
				T5LG	9,182	3	0	1	135	9,569	3	0	1	141	9,756	3	0	1	143
				BLC3	6,378	3	0	3	94	6,647	3	0	3	98	6,777	3	0	3	100
				BLC4	6,587	3	0	3	97	6,865	3	0	3	101	6,999	3	0	3	103
				RCCO	6,436	0	0	2	95	6,707	0	0	2	99	6,838	0	0	2	101
				LCCO	6,436	0	0	2	95	6,707	0	0	2	99	6,838	0	0	2	101
				AFR	9,358	3	0	3	138	9,753	3	0	3	143	9,943	3	0	3	146
				T1S	13,247	3	0	3	128	13,806	3	0	3	134	14,075	3	0	3	136
				T2M	12,271	4	0	4	119	12,789	4	0	4	124	13,038	4	0	4	126
				T3M	12,412	4	0	4	120	12,935	4	0	4	125	13,187	4	0	4	128
				T3LG	11,089	3	0	3	107	11,556	3	0	3	112	11,782	3	0	3	114
P12	103W	30	1050	T4M	12,597	4	0	4	122	13,128	4	0	4	127	13,384	4	0	4	129
				T4LG	11,457	3	0	3	111	11,940	3	0	3	116	12,173	3	0	3	118
				TFTM	12,686	4	0	4	123	13,221	4	0	4	128	13,479	4	0	4	130
				T5M	12,960	4	0	2	125	13,507	4	0	2	131	13,770	4	0	2	133
				T5W	13,170	4	0	3	127	13,726	4	0	3	133	13,994	4	0	3	135
				T5LG	12,998	3	0	2	126	13,546	3	0	2	131	13,810	3	0	2	134
				BLC3	9,029	3	0	3	87	9,409	3	0	3	91	9,593	3	0	3	93
				BLC4	9,324	4	0	4	90	9,718	4	0	4	94	9,907	4	0	4	96
				RCCO	9,110	1	0	2	88	9,495	1	0	2	92	9,680	1	0	2	94
				LCCO	9,110	1	0	2	88	9,494	1	0	2	92	9,680	1	0	2	94
				AFR	13,247	3	0	3	128	13,806	3	0	3	134	14,075	3	0	3	136
				T1S	15,704	3	0	3	122	16,366	3	0	3	127	16,685	4	0	4	130
				T2M	14,547	4	0	4	113	15,161	4	0	4	118	15,457	4	0	4	120
				T3M	14,714	4	0	4	114	15,335	4	0	4	119	15,634	4	0	4	121
				T3LG	13,145	3	0	3	102	13,700	3	0	3	106	13,967	3	0	3	108
				T4M	14,933	4	0	4	116	15,563	4	0	4	121	15,867	4	0	4	123
				T4LG	13,582	3	0	3	105	14,155	3	0	3	110	14,431	3	0	3	112
P13	129W	30	1300	TFTM	15,039	4	0	4	117	15,673	4	0	4	122	15,979	4	0	4	124
				T5M	15,364	4	0	2	119	16,013	4	0	2	124	16,325	4	0	2	127
				T5W	15,613	5	0	3	121	16,272	5	0	3	126	16,589	5	0	3	129
				T5LG	15,409	3	0	2	120	16,059	3	0	2	125	16,372	4	0	2	127
				BLC3	10,703	4	0	4	83	11,155	4	0	4	87	11,372	4	0	4	88
				BLC4	11,054	4	0	4	86	11,520	4	0	4	89	11,745	4	0	4	91
				RCCO	10,800	1	0	2	84	11,256	1	0	2	87	11,475	1	0	3	89
				LCCO	10,800	1	0	2	84	11,255	1	0	2	87	11,475	1	0	3	89
				AFR	15,704	3	0	3	122	16,366	3	0	3	127	16,685	4	0	4	130

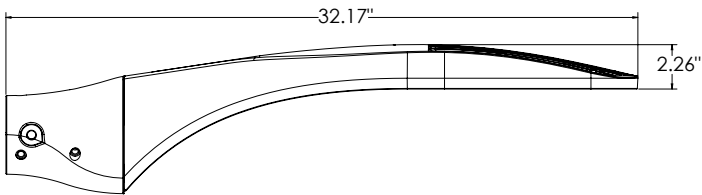
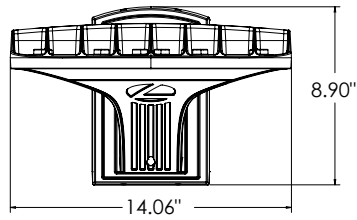
Dimensions



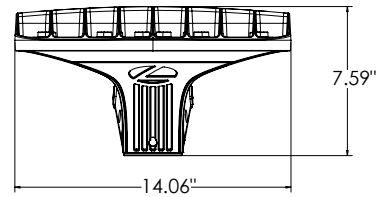
DSX0 with RPA, RPA5, SPA5, SPA8N mount
Weight: 25 lbs



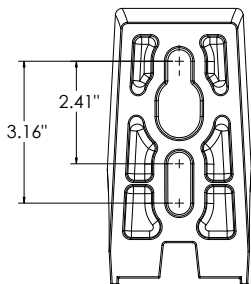
DSX0 with WBA mount
Weight: 27 lb



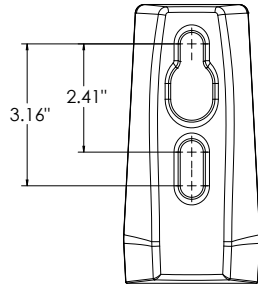
DSX0 with MA mount
Weight: 28 lbs



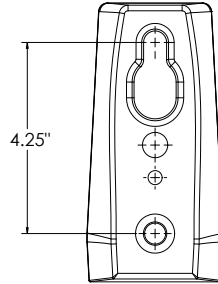
SPA (STANDARD ARM)



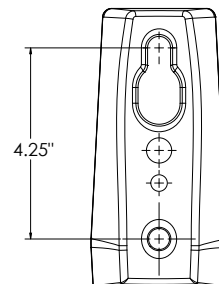
RPA



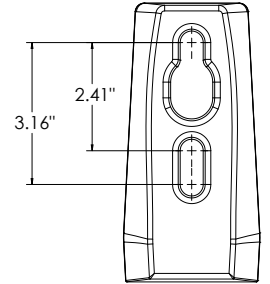
SPA5



RPA5

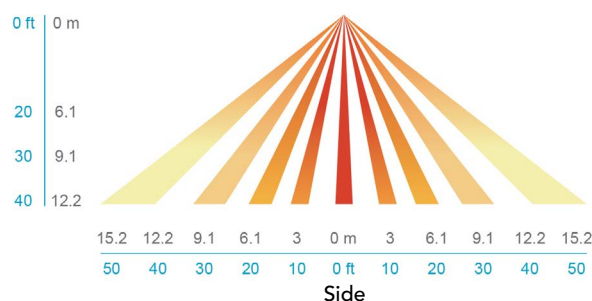
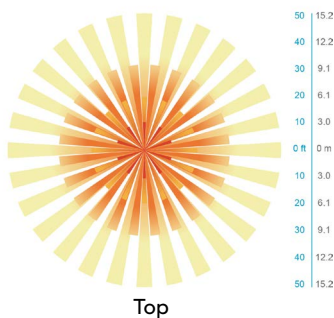


SPA8N



nLight Sensor Coverage Pattern

NLTAIR2 PIRHN



FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Size 0 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and pedestrian areas.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Housing driver compartment is completely sealed against moisture and environmental contaminants (IP66). Vibration rated per ANSI C136.31 for 3G. Low EPA (0.44 ft²) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

COASTAL CONSTRUCTION (CCE)

Optional corrosion resistant construction is engineered with added corrosion protection in materials and/or pre-treatment of base material under super durable paint. Provides additional corrosion protection for applications near coastal areas. Finish is salt spray tested to over 5,000 hours per ASTM B117 with scribe rating of 10. Additional lead-times may apply.

OPTICS

Precision-molded proprietary silicone lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K or 5000 K (70 CRI) configurations. 80CRI configurations are also available. The D-Series Size 0 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L80/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The DSX0 LED area luminaire has a number of control options. DSX Size 0, comes standard with 0-10V dimming driver. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. PIR integrated motion sensor with on-board photocell feature field-adjustable programming and are suitable for mounting heights up to 40 feet. Control option BL features a bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output.

nLIGHT AIR CONTROLS

The DSX0 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet. Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found [here](#).

INSTALLATION

Integral mounting arm allows for fast mounting using Lithonia standard #8 drilling and accommodates pole drilling's from 2.41 to 3.12" on center. The standard "SPA" option for square poles and the "RPA" option for round poles use the #8 drilling. For #5 pole drillings, use SPA5 or RPA5. Additional mountings are available including a wall bracket (WBA) and mast arm (MA) option that allows luminaire attachment to a 2 3/8" horizontal mast arm.

LISTINGS

UL listed to meet U.S. and Canadian standards. UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP66 rated. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

GOVERNMENT PROCUREMENT

BAA – Buy America(n) Act: Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations.

BABA – Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.

Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

**ATTACHMENT 4
TO
ADDENDUM 2 TO RFP 2024-01**

**APPENDIX H TO THE RFP
THE CONTRACT**

Rockland Green hereby issues the Contract (which is Appendix H to the RFP). Potential Proposers are reminded that the Contract is the definitive statement of the mutual responsibility and liability of Rockland Green and the selected Proposer for the Project.

Proposers are required to include in their Proposals their comments to the Contract, if any, in the form of a mark-up thereto. (See Proposal Form 7 to the RFP). The final Contract will include appendices that will be modified to include the details of the selected Proposer's Proposal.

[]

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND INTERPRETATION.....	5
SECTION 1.1 DEFINITIONS.....	5
SECTION 1.2 INTERPRETATION.....	13
ARTICLE II. REPRESENTATIONS AND WARRANTIES	16
SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF ROCKLAND GREEN	16
SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR	17
ARTICLE III. THE WORK AND CONTRACTOR’S OBLIGATIONS	18
SECTION 3.1 PERFORMANCE OF THE WORK.....	18
SECTION 3.2 NOTICE TO PROCEED	19
SECTION 3.3 CONTRACT TIME	19
SECTION 3.4 DELAY LIQUIDATED DAMAGES.....	19
SECTION 3.5 PROVISIONS AND PAYMENT OF LABOR, MATERIALS, EQUIPMENT	20
SECTION 3.6 MAINTENANCE OF RECORDS AND OTHER DOCUMENTS AND DRAWINGS	20
SECTION 3.7 DUTY TO EXAMINE CONTRACT DOCUMENTS	20
SECTION 3.8 QUALIFICATIONS OF PERSONNEL	21
SECTION 3.9 SUBCONTRACTORS	21
SECTION 3.10 CHANGES IN THE WORK	22
SECTION 3.11 COMPLIANCE WITH APPLICABLE LAW	22
SECTION 3.12 PERFORMANCE, INFORMATION, AND SITE CONDITION.....	23
SECTION 3.13 PROTECTION OF PERSONS AND PROPERTY	24
SECTION 3.14 SUPERVISION OF THE WORK.	24
SECTION 3.15 COORDINATION OF OTHER WORK	25
ARTICLE IV. COMPLETION.....	25
SECTION 4.1 SUBSTANTIAL COMPLETION.	25
SECTION 4.2 FINAL COMPLETION	26
ARTICLE V. CONTRACT PAYMENTS.....	26
SECTION 5.1 CONTRACT PRICE.....	26
SECTION 5.2 SCHEDULE OF VALUES.....	27
SECTION 5.3 APPLICATIONS FOR PAYMENT AND RETAINAGE	27
SECTION 5.4 COSTS AND COST SUBSTANTIATION.....	29
SECTION 5.5 CONTRACTOR PROJECT SCHEDULE AS A CONDITION OF PAYMENT	29
SECTION 5.6 PROMPT PAYMENT	29
SECTION 5.7 NO APPROVALS, CONSENTS OR WAIVERS IMPLIED IN PAYMENTS	29

SECTION 5.8	PAYMENT WITHHOLDING.....	30
SECTION 5.9	PAYMENT UPON FINAL COMPLETION.....	30
SECTION 5.10	FINAL PAYMENT	31
ARTICLE VI. CONTRACT ADMINISTRATION		31
SECTION 6.1	CONTRACT ADMINISTRATION	31
SECTION 6.2	SITE VISITS.....	31
SECTION 6.3	FAILURE TO PERFORM.....	31
SECTION 6.4	COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION.....	32
SECTION 6.5	MEETINGS	32
SECTION 6.6	REVIEW OF SUBMITTALS.....	32
SECTION 6.7	REJECTION OF WORK.....	32
SECTION 6.8	PREPARATION OF CHANGE ORDERS	32
SECTION 6.9	INSPECTIONS	32
ARTICLE VII. TERM.....		33
SECTION 7.1	EFFECTIVE DATE AND TERM	33
ARTICLE VIII. CHANGES TO THE WORK.....		33
SECTION 8.1	CHANGES TO THE WORK	33
SECTION 8.2	CHANGE ORDERS	33
SECTION 8.3	CONSTRUCTION CHANGE DIRECTIVES.....	33
SECTION 8.4	MINOR CHANGES IN THE WORK.	35
SECTION 8.5	CONTRACTOR’S PROPOSAL FOR CHANGE ORDERS	35
SECTION 8.6	EXECUTION OF CHANGE ORDER AS WAIVER OF CLAIM	35
SECTION 8.7	NOTIFICATION TO SURETY AS OTHERWISE REQUIRED	35
SECTION 8.8	ADDITIONAL COST FACTORS IN PRICING CHANGE ORDERS OR CONSTRUCTION CHANGE DIRECTIVES	35
ARTICLE IX. CLAIMS		36
SECTION 9.1	PROCEDURES FOR CONTRACT CLAIMS	36
SECTION 9.2	CONTRACTOR PROHIBITED FROM WITHHOLDING SERVICES.....	37
SECTION 9.3	CLAIMS RELATED TO SITE CONDITIONS.....	37
SECTION 9.4	CONDITION PRECEDENT TO LIABILITY	37
SECTION 9.5	LIMITATION OF ROCKLAND GREEN’S OBLIGATIONS FOR CLAIMS	37
ARTICLE X. EVENTS OF DEFAULT AND TERMINATION.....		38
SECTION 10.1	ROCKLAND GREEN’S RIGHT TO TERMINATE FOR CAUSE	38
SECTION 10.2	GROUNDWORK FOR TERMINATION.....	38
SECTION 10.3	NOTICE OF TERMINATION.....	39
SECTION 10.4	TERMINATION BY ROCKLAND GREEN FOR CONVENIENCE.	39
SECTION 10.5	ACTION BY CONTRACTOR AND ROCKLAND GREEN	40

ARTICLE XI. DISPUTE RESOLUTION AND LITIGATION	41
SECTION 11.1 MEDIATION.....	41
SECTION 11.2 FORUM SELECTION AND CONSENT TO JURISDICTION, WAIVER OF RIGHT TO REMOVE	41
ARTICLE XII. INSURANCE, SECURITY FOR PERFORMANCE, INDEMNIFICATION, AND UNCONTROLLABLE CIRCUMSTANCES.....	41
SECTION 12.1 REQUIRED INSURANCE	41
SECTION 12.2 SECURITY FOR PERFORMANCE.....	41
SECTION 12.3 INDEMNIFICATION BY THE CONTRACTOR	42
SECTION 12.4 UNCONTROLLABLE CIRCUMSTANCES	42
ARTICLE XIII. WARRANTY.....	44
SECTION 13.1 WARRANTY	44
ARTICLE XIV. MISCELLANEOUS PROVISIONS.....	45
SECTION 14.1 RELATIONSHIP OF THE PARTIES.....	45
SECTION 14.2 CERTAIN OBLIGATIONS TO SURVIVE TERMINATION.....	46
SECTION 14.3 NO WAIVERS.....	46
SECTION 14.4 ACTIONS OF ROCKLAND GREEN IN ITS GOVERNMENTAL CAPACITY.....	46
SECTION 14.5 ASSIGNMENT	46
SECTION 14.6 CHANGE IN OWNERSHIP OF CONTRACTOR OR A PARENT COMPANY.....	47
SECTION 14.7 BINDING EFFECT	47
SECTION 14.8 AMENDMENT AND WAIVER.....	47
SECTION 14.9 NON-DISCRIMINATION	47
SECTION 14.10 NO THIRD PARTY RIGHTS CREATED.....	47
SECTION 14.11 NOTICES.....	48
SECTION 14.12 NOTICE OF LITIGATION.....	48
SECTION 14.13 COUNTERPARTS	49
SECTION 14.14 FURTHER ASSURANCES	49
 <u>APPENDICES</u>	
APPENDIX A CONTRACT DRAWINGS	1
APPENDIX B SPECIFICATIONS.....	1
APPENDIX C CONTRACT PRICE	1
APPENDIX D REQUIRED INSURANCE.....	1
APPENDIX E PREVAILING WAGE SCHEDULE.....	1
APPENDIX F PROJECT SCHEDULE	1

Transaction Agreements

1. Performance Bond
2. Payment Bond
3. Project Labor Agreement

**CONTRACT
FOR THE
BUILD-OUT OF A NEW ANIMAL SHELTER
LOCATED AT 427 BEACH ROAD IN HAVERSTRAW, NY**

This Contract for the Build-Out of a new Animal Shelter, located at 427 Beach Road in Haverstraw, NY (hereinafter, the “Contract” or the “Agreement”), is made and entered into as of [], between the Rockland County Solid Waste Management Authority, also known as, Rockland Green, a body corporate and politic constituting a public benefit corporation of the State of New York (“Rockland Green”), and [], a [] organized and existing under the laws of the State of [] and duly licensed and registered with the State of New York and in accordance with Applicable Law (the “Contractor”). Capitalized terms used herein after defined in Section 1.1 hereof.

R E C I T A L S

WHEREAS, Rockland Green owns the large warehouse located at 427 Beach Road, Haverstraw, New York 10993, and intends to transform the warehouse into a state-of-the-art Animal Shelter;

WHEREAS, Rockland Green requires improvements and renovations to the warehouse in order to transform it into an Animal Shelter, including, site construction, landscaping, general exterior building construction and alterations, general interior building construction and alterations (including construction of an interior second floor level with associated elevator and stair access), interior and exterior finishes, equipment purchase and installation (including animal housing units and veterinary equipment), fire protection, plumbing, medical gas, mechanical HVAC, and electrical, all as indicated in the Drawings and Specifications attached hereto (collectively the “Project”);

WHEREAS, Rockland Green issued Request for Proposals No. 2024-01 on July 25, 2024, as modified by addenda (the “RFP”), soliciting proposals from firms qualified to perform the Work covered by this Contract as requested in the RFP;

WHEREAS, Rockland Green held a Site visit in connection with RFP, and Rockland Green provided potential Proposers with reasonable access to the Site to allow them the opportunity to conduct such inspections and reviews they deemed necessary to become familiar with the Site and to review related documentation prior to submission of the Proposals;

WHEREAS, on [], Rockland Green received [] proposals in response to the RFP; and

WHEREAS, on [], Rockland Green selected the Contractor, as having submitted the most advantageous proposal, to enter into this Contract; and

WHEREAS, the Contractor will be responsible for Work detailed herein in accordance with the terms hereof; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Contract, the Parties hereto, intending to be legally bound, agree as follows:

ARTICLE I.
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Contract the following terms shall have the meanings set forth below:

“Affiliate” means any person, corporation or other entity directly or indirectly controlling or controlled by another person, corporation or other entity or under direct or indirect common control with such person, corporation or other entity.

“Animal Management Services” means any and all services provided to promote animal care and to protect public health and safety, including, but not limited to, the following services: providing housing and care for stray, abandoned, abused, seized, impounded, owner-surrendered or otherwise unwanted animals in an animal shelter; the processing and disposal of animal waste; the disposal of dead wildlife removed from roadways following wildlife-vehicle collisions; providing animal control; and any other similar service related thereto.

“Animal Shelter” means any facility, building, or structure, where temporary or permanent housing and care is provided to stray, abandoned, abused, seized, impounded, owner-surrendered or otherwise unwanted animals.

“Applicable Law” means those building codes referenced in the Drawings, the reference codes and standards and regulatory requirements specifically noted in the Specifications, as well as any law, rule, codes, standards, regulation, requirement, policy, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or Governmental Approval issued by, any Governmental Body having jurisdiction, applicable from time to time to any activities associated with the subject matter of this Contract, or any other transaction or matter contemplated hereby (including, but not limited to, any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of prevailing wages), including but not limited to the provisions of the State Agriculture and Markets Law applicable to Animal Shelters.

“Application for Payment” shall have the meaning set forth in Article V hereof.

“Architect” means an architect duly designated by Rockland Green to act as such, with the powers and duties as defined in the Contract Documents for the Architect.

“Certificate of Final Completion” shall mean a document prepared by the Contractor and approved by Rockland Green, certifying that all requirements of the Contract have been satisfied and all punch list items have been resolved, and that Final Completion has been achieved.

“Change in Law” means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Contract (except for payment obligations):

(A) Inclusions: A “Change in Law” shall include:

(1) the enactment, adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation on or after the effective date of this Contract of any federal, State or local law (except as set forth in the exclusions in (B) below), regulation, rule, requirement, guideline, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was, on or prior to the effective date of this Contract, proposed and published in the Federal or New York Register or was duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation;

(2) the order or judgment of any federal, State or local court, administrative agency or Governmental Body, on or after the effective date of this Contract, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Contractor or of Rockland Green, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a term, condition or requirement which is more stringent or burdensome in connection with the issuance, renewal or failure of issuance or renewal on or after the effective date of this Contract or any Governmental Approval to the extent that such denial, delay, suspension, termination, interruption or imposition materially and adversely affects the performance of this Contract, if and to the extent that such denial, delay, suspension, termination, interruption or imposition is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the Contractor or of Rockland Green, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption or imposition shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

(B) Exclusions: A “Change in Law” shall not include:

(1) a change in Applicable Law pertaining to taxes;

(2) a change in the law of any foreign country;

(3) any Change in Law (including the issuance of any Governmental Approval, the enactment of any statute, or the promulgation of any regulation) the terms and conditions of which do not impose more stringent or burdensome requirements on the Contractor than those set forth in the obligations contained herein;

(4) any change in interpretation, however stringent, by a Governmental Body of the meaning of the terms and conditions of the Governmental Approvals in force as of the effective date of this Contract;

(5) union work rules, demands or requirements, which modify the number of employees required to be employed and causes an increase in Contractor's projected or actual cost of providing the Contract Services; or

(6) a change in law pertaining to prevailing wages including the Prevailing Wage Law.

"Change Order" is a written instrument prepared by Rockland Green and signed by Rockland Green and Contractor stating their agreement upon all of the following: (1) a detailed description of the change in the Work which is subject of the Change Order; (2) the amount of adjustment, if any, in the Contract Price; and (3) the extent of the adjustment, if any in the Contract Time.

"Claim" is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, or other relief with respect to the terms of this Contract.

"Construction Change Directive" is a written order prepared by Rockland Green, directing a change in the Work prior to agreement with the Contractor on adjustment, if any, in the Contract Price or Contract Time, or both.

"Construction and Demolition Debris" means wastes which are generated as a result of construction, remodeling or demolition activities and includes, but is not limited to, dirt, tree stumps, tree trunks, rock, brick, concrete, asphalt, drywall, roofing materials, lumber, ceiling tiles, and insulation.

"Contract" means this contract for the Build-Out of the Animal Shelter, together with all appendices and any Contract Modifications thereto.

"Contract Amendment" means modification of the terms of this Contract as approved by the Rockland Green Board and signed by both Parties.

"Contract Award" means the date upon which this Contract is awarded to the Contractor, as selected pursuant to the RFP.

"Contract Date" means the date this Contract has been executed and delivered by the Parties.

“Contract Documents” means the Contract and all of its appendices, exhibits and attachments, and any Contract Modifications thereto.

“Contract Drawings” or “Drawings” means the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams, as set forth in Appendix A.

“Contract Modification” means a (1) Contract Amendment, (2) Change Order, (3) Contract Change Directive, or (4) other written alteration in provisions of the Contract that is accomplished by mutual action of the Parties to the Contract.

“Contract Price” or “Contract Sum” means the price to be paid by Rockland Green to the Contractor for the performance of the Contract Services, as set forth in Appendix C.

“Contract Services” means everything required to be furnished and completed for and relating to the services to be provided by the Contractor pursuant to this Contract, including, but not limited to, the Work and the provision of security for performance.

“Contract Standards” means the standards, terms, conditions, methods, techniques and practices imposed or required by: (i) Applicable Law, (ii) the Specifications, (iii) the Drawings, (iv) Good Engineering and Construction Practice, (v) Good Industry Practice, (vi) applicable equipment manufacturers’ specifications, (vii) applicable Insurance Requirements, and (viii) any other standard, term, condition or requirement specifically provided herein to be observed by the Contractor.

“Contract Time” means the period of time, including authorized adjustments as addressed herein, allotted in the Contract Documents for completion of the Work.

“Contractor” means [].

“Contractor Fault” means the falsity of any material representation made by the Contractor under this Contract or any breach, failure, non-performance or non-compliance by the Contractor with its obligations hereunder caused by any willful or negligent act, error or omission by the Contractor, its officials, agents, employees, representatives or independent contractors or Subcontractors.

“County” means the County of Rockland, New York.

“Fees and Costs” means reasonable fees and expenses of attorneys, expert witnesses, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and other reimbursed expenses, and expenses reasonably incurred in connection with any Legal Proceeding.

“Final Completion” means the date on which the Work is complete in accordance with the Contract Documents, including, but not limited to, any punch list items, start-up or commissioning services, and the submission of all documentation required by the Contract Documents.

“Good Engineering and Construction Practice” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally accepted as good engineering and construction practices for the engineering and construction industries as followed in the Northeast region of the United States.

“Good Industry Practice” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally accepted as good in the industry.

“Governmental Approval” means all approvals, permits, licenses, authorizations, consents, certifications, registrations, endorsements, exemptions, rulings, and entitlements issued by a Governmental Body of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Services.

“Governmental Body” means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction over the Site, the Contractor, the Work, or the Project.

“Hazardous Materials” means (a) any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time, including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substance Control Act (15 U.S.C. Section 2601 et seq.) and the regulations contained in 40 CFR Parts 761-766; and (3) future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; and (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40.

“Insurance Requirement” means any rule, regulation, code, or requirement issued by any fire insurance rating bureau or any body having similar functions or by any insurance company which has issued an insurance policy as required under this Contract, as in effect during the Term of the Contract, compliance with which is a condition to the effectiveness of such policy.

“Legal Proceeding” means every action, suit, litigation, administrative proceeding, and other legal or equitable proceeding arising out of the obligations of the parties under this Contract.

“Liquidated Damages” has the meaning set forth in Section 3.4 hereof.

“Loss-and-Expense” means any and all actual losses, liabilities, forfeitures, obligations, damages, fines, penalties, judgments, deposits, costs, expenses, charges, or Taxes, including all Fees and Costs, except as explicitly excluded or limited under any provision of this Contract.

“Notice to Proceed” means a notice issued by Rockland Green for the Contractor to commence the Work as set forth in Section 3.2 hereof.

“Owner” means Rockland Green.

“Party” means Rockland Green and/or the Contractor as applicable.

“Payment Bond” means the labor and materials payment bond required under Section 12.2 hereof.

“Performance Bond” means a performance bond required under Section 12.2 hereof.

“Prevailing Wage Law” means Articles 8 and 9 of the New York Labor Law, as amended.

“Progress Schedule” means those updates to the Project Schedule provided by Contractor with each Application for Payment, and as otherwise required by Rockland Green or the Contract Documents.

“Project” means all of the collective Work covered under this Contract, performed by the Contractor and its Subcontractors to complete the build-out of the Animal Shelter.

“Project Labor Agreement” means the agreement between Rockland Green, the Contractor, the labor unions representing Subcontractors, and non-unionized Subcontractors, governing the terms and conditions of employment for all workers on the Project, a copy of which shall be attached hereto as Transaction Agreement 3.

“Project Schedule” means the schedule set forth in Appendix F.

“Proposal” means the Contractor’s response to the RFP.

“Request for Proposals” or “RFP” means Rockland Green’s Request for Proposals No. 2024-01 issued July 25, 2024, for proposals for the Build Out of a New Animal Shelter, including any addenda thereto.

“Required Insurance” has the meaning specified in Appendix D.

“Rockland Green” means the Rockland County Solid Waste Management Authority.

“Rockland Green Board” means the seventeen member board in which the powers of the Rockland Green Solid Waste Management Authority are vested in accordance with the New York Public Authorities Law [§ 2053-c](#), NY CLS Pub A [§ 2053-c](#).

“Rockland Green Fault” means any breach (including the falsity of any material representation made by Rockland Green under this Contract), failure, non-performance or non-compliance by Rockland Green with its obligations under this Contract to the extent not directly

attributable to any Uncontrollable Circumstance or Contractor Fault that materially and adversely affects the Contractor's performance or rights or obligations under this Contract.

"Rockland Green Indemnatee" has the meaning specified in Section 12.3 hereof.

"Schedule of Values" has the meaning set forth in Section 5.2.

"Scheduled Substantial Completion Date" shall mean the date set for Substantial Completion, in the Project Schedule attached hereto as Appendix F, and adjusted only as set forth in this Contract.

"Security Instruments" means the Proposal Bond, Performance Bond, Labor and Materials Payment Bond and Required Insurance.

"Site" means the real property owned by Rockland Green, located at 427 Beach Road, Haverstraw, and all ancillary property up to and including the fence line, as more specifically described in Appendix A.

"Specifications" means those technical specifications for the Work set forth in Appendix B.

"Standard of Care Act" means New York Senate Bill 6870 of 2022 approved on December 15, 2022 and codified as Article 26-C of the New York Consolidated Laws Service Agriculture and Markets Law. This law takes effect in December 2025.

"State" means the State of New York.

"Subcontract" means an agreement between the Contractor and a Subcontractor, or between a Subcontractor and a sub-subcontractor, as applicable.

"Subcontractor" means every person (other than employees of the Contractor) employed or engaged by the Contractor or any person directly or indirectly in privity with the Contractor (including all subcontractors and every sub-subcontractor of whatever tier) for any portion of the Work, whether for the furnishing of labor, materials, equipment, supplies, services or otherwise.

"Submittals" means sketches, working drawings, shop drawings, studies and analysis, specifications, and calculations as required to adequately perform the Contract Services.

"Substantial Completion" means the date upon which the Work is sufficiently complete in accordance with the Contract Documents.

"Tax" or "Taxes" means any tax, fee, levy, duty, impost, charge, surcharge, assessment or withholding, or any payment-in-lieu thereof, and any related interest, penalty or addition to tax.

"Term" means the term of this Contract as set forth in Section 7.1 hereof.

“Uncontrollable Circumstance” means any act, event or condition that is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Contract, and that materially interferes with or materially increases the time required for performing its obligations thereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Contract on the part of such Party.

(A) Inclusions: Subject to the foregoing, Uncontrollable Circumstances shall include the following:

(1) a Change in Law;

(2) naturally occurring events (except weather conditions normal for the northeast region of the United States) such as landslides, underground movement, earthquakes, fires, tornadoes, floods, epidemics, and other acts of God;

(3) explosion, sabotage or similar occurrence, acts of a declared public enemy, extortion, war, terrorism, blockade or insurrection, riot or civil disturbance;

(4) the failure of any appropriate federal, State, Authority or local public agency or private utility having operational jurisdiction in the area in which the Contract Services are being provided; and

(5) acts of terror of a public enemy.

(B) Exclusions: It is specifically understood that none of the following acts, events or circumstances shall constitute Uncontrollable Circumstances:

(1) any act, event, or circumstance that would not have occurred if the affected Party had complied with its obligations hereunder;

(2) general economic conditions, interest or inflation rates, or currency fluctuation;

(3) with respect to Rockland Green, any changes in the financial condition of Rockland Green and with respect to the Contractor, any changes in the financial condition of the Contractor, or their Affiliates or Subcontractors affecting their ability to perform their respective obligations;

(4) the consequences of error, neglect or omissions by the Contractor or any of its employees, agents, suppliers, Subcontractors or Affiliates in the performance of the Contract Services;

(5) the failure of the Contractor to secure patents or licenses or similar authorizations in connection with any technology or machinery necessary to perform its obligations hereunder;

(6) strikes;

(7) labor disputes involving employees of the Contractor, its Affiliates or Subcontractors;

(8) any increase for any reason in premiums charged by the Contractor's insurers or the insurance markets generally for the Required Insurance; and

(9) any impact of prevailing wages, laws or rates on the Contractor's costs with respect to wages and benefits.

"Warranty" means any original equipment manufacturer's warranty, any express or implied warranty provided by Applicable Law or common application and usage in the construction industry, and the one-year warranty on workmanship provided by the Contractor for the Work, as further detailed in Article XIII.

"Warranty Period" means the period commencing on the date of Final Completion and continuing through one-year unless otherwise extended as provided herein.

"Work" means all of the work required to be performed by the Contractor under this Contract, all in accordance with the Contract Documents.

SECTION 1.2 INTERPRETATION. In this Contract, unless the context otherwise requires:

A. References Hereto. The terms "hereby," "hereof," "herein," "hereunder" and any similar terms refer to this Contract, and the term "hereafter" means after, and the term "heretofore" means before the Contract Date.

B. Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

C. Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

D. Headings. Any headings preceding the text of the sections and subsections of this Contract shall be solely for convenience of reference and shall not constitute a part of this Contract, nor shall they affect its meaning, construction or effect.

E. Entire Agreement. This Contract contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Contract and nothing in this Contract is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this

Contract. Without limiting the generality of the foregoing, this Contract shall completely and fully supersede all other understandings and agreements among the parties with respect to such transactions.

F. Standards of Workmanship and Materials. Any reference in this Contract to materials, equipment, systems or supplies (whether such references are in lists, notes, design requirements, schedules, or otherwise) shall be construed to require the Contractor to furnish the same in accordance with the grades and standards indicated in this Contract. Where this Contract does not specify any explicit quality or standard for materials or workmanship, the Contractor shall use only workmanship and new materials of a quality consistent with that of the requirements for workmanship and materials specified in this Contract.

G. Technical Standards and Codes. References in this Contract, including the Specifications in particular, to all professional and technical standards and codes are to the most recent published professional and technical standards and codes of the institute, organization, association, authority or society specified, all as in effect as of the Contract Date. Unless otherwise specified to the contrary, (1) all such professional and technical standards and codes shall apply as if incorporated herein, and (2) if any material revision occurs, to the Contractor's knowledge, after the Contract Date, the Contractor shall notify Rockland Green.

H. Governing Law. This Contract shall be governed by and construed in accordance with the applicable laws of the State of New York, and disputes between the parties shall be handled in the manner provided herein.

I. Severability. If any clause, provision, subsection, or Section or Article of this Contract shall be ruled invalid by any court of competent jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article, (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Contract; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Contract as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof and this Service Contract shall be construed and enforced as if such invalid portion did not exist.

J. Causing Performance. A party shall itself perform, or shall cause to be performed, subject to any limitations specifically imposed hereby with respect to Subcontractors or otherwise, the obligations affirmatively undertaken by such party under this Contract.

K. Party Bearing Cost of Performance. All obligations undertaken by each Party hereto shall be performed at the cost of the Party undertaking the obligation or responsibility, unless the other Party has explicitly agreed herein to bear all or a portion of the cost either directly, by reimbursement to the other party or through an adjustment to the Contract Price.

L. Cost of Performing Excludes Cost from Legal Proceeding. The "cost of performing" a Party's obligations hereunder, when used with respect to one Party's obligation to pay additional costs incurred by the other Party, shall not include any Loss-and-Expense incurred by the Party resulting from any third-party Legal Proceeding. Notwithstanding the foregoing, each Party retains its rights to bring any Legal Proceeding or to implead the other Party as to any matter arising hereunder.

M. Assistance. The obligations of a Party to cooperate with, to assist or to provide assistance to the other Party hereunder shall be construed as an obligation to use the Party's personnel resources to the extent reasonably available in the context of performance of their normal duties, and not incur material additional overtime or third party expense unless requested and reimbursed by the assisted Party.

N. Interpolation. If any calculation hereunder is to be made by reference to a chart or table of values, and the reference calculation falls between two stated values, the calculation shall be made on the basis of linear interpolation.

O. Delivery of Documents in Digital Format. The Contractor agrees that all documents required to be delivered under this Contract shall be submitted to Rockland Green both in printed form (in the number of copies indicated) and, at Rockland Green's request, in digital form.

P. References to Including. All references to "including" herein shall be interpreted as meaning "including without limitation."

Q. References to Days. All references to days herein are to calendar days, including Saturdays, Sundays and holidays, except as otherwise specifically provided.

R. References to Knowledge. All references to "acknowledge," "knowing," "know" or "knew" shall be interpreted as references to a party having actual knowledge.

S. Contract Documents and Conflicts. The Contract Documents, including any subsequent, duly authorized modification of the Contract Documents, comprise the entire and exclusive agreement between the Parties with reference to the Contract Services, and said Contract Documents supersede any and all prior discussions, communications, representations, understandings, negotiations, or agreements. With respect to a conflict, error, or discrepancy within or amongst the Contract Documents, the interpretation most favorable to Rockland Green shall apply.

T. Anything that may be required, implied or reasonably inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price.

U. Nothing contained in the Contract Documents shall create, nor be interpreted to create, privity or any other relationship whatsoever between Rockland Green and any person except the Contractor.

V. When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

W. Wherever this Contract calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated Project Schedule, and Claim and Change Order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question.

X. The listing herein of any items as constituting a material breach of this Contract shall not imply that any other, non-listed item will not constitute a material breach of this Contract.

Y. Each and every provision of law and clauses required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Contract shall forthwith be physically amended to make such insertion.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF ROCKLAND GREEN. Rockland Green represents and warrants that:

A. Existence and Powers. Rockland Green is a body politic and corporate constituting a public benefit corporation of the State, with full legal right, power and authority to enter into and perform its obligations under this Contract.

B. Due Authorization and Binding Obligation. Rockland Green and the Rockland Green Board have duly authorized the execution and delivery of this Contract. This Contract has been duly executed and delivered by Rockland Green and constitutes a legal, valid and binding obligation of Rockland Green, enforceable against Rockland Green in accordance with its terms except insofar as such enforcement may be limited by bankruptcy, insolvency, or other similar laws affecting creditors' rights in effect and by equitable principles of general application.

C. No Conflict. The execution, delivery or performance by Rockland Green of this Contract does not conflict with, violate or result in a breach of any law or governmental regulation currently in effect applicable to Rockland Green or any term or condition of any judgment, decree, agreement or instrument to which Rockland Green is a party or by which Rockland Green or any of its properties or assets are bound or constitutes a default under any of the foregoing.

D. No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body is required for the valid execution and delivery of this Contract by Rockland Green or the performance of its payment obligations hereunder except as such have been duly obtained or made.

E. No Legal Prohibition. Rockland Green has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by Rockland Green of this Contract and the transactions contemplated hereby.

F. Information Pertaining to the Site. To the best of its knowledge, Rockland Green has made available to the Contractor significant studies, reports and other information pertaining to the Site which Rockland Green has developed in connection with its planning and preparation work with respect to the RFP and which, in Rockland Green's opinion, may reasonably be material to the performance by the Contractor of the Contract Services. Rockland Green makes no representation, however as to the accuracy or completeness of any such information.

G. Title to the Site. Rockland Green owns, or is expressly authorized to use, all of the assets, improvements and other interests comprising the Site, and has all necessary right, power and authority to provide Contractor access thereto as provided in this Contract for the purpose of performing the Contract Services.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR. Contractor hereby represents and warrants that:

A. Qualification. The Contractor is fully qualified to act as the general contractor for the Contract Services and it has and its employees and Subcontractors have, and shall maintain, any and all licenses, permits or other authorizations necessary to perform the Work.

B. Site Familiarity. The Contractor has become familiar with the Site and facilities and the local conditions under which the Work is to be constructed and operated and the Contractor represents that the Work can be performed as described in the Contract Documents and for the Contract Price.

C. Existence and Powers. The Contractor is duly organized and validly existing as a [] under the laws of [], with full legal right, power and authority to enter into and perform its obligations under this Contract, and duly licensed and registered with the State of New York and in accordance with Applicable Law.

D. Contract Documents. The Contractor has received, reviewed, and examined all of the documents which make up the Contract Documents, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated and sufficient for the Project and Contractor has based its Contract Price for the Work upon its complete understanding of the requirements of the Contract Documents. The Contractor acknowledges that with respect to any conflict, error or discrepancy within or amongst the Contract Documents, the interpretation most favorable to Rockland Geren shall apply.

E. Due Authorization and Binding Obligation. The Contractor has duly authorized the execution and delivery of this Contract. This Contract has been duly executed and delivered by the Contractor and constitutes the legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

F. No Conflict. The execution, delivery and performance by the Contractor of this Contract does not conflict with, violate or result in a breach of any law or governmental regulation applicable to the Contractor or any term condition of any judgment, decree, agreement (including, without limitation, the Contractor's certificate of incorporation) or instrument to which the Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

G. No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body is required for the valid execution and delivery of this Contract by the Contractor or the performance of its payment or other obligations hereunder except as such have been duly obtained or made.

H. No Litigation. There is no legal proceeding, at law or in equity, before or by any court, pending or, to the Contractor's knowledge, threatened against the Contractor which

could reasonably be expected to have a material and adverse effect on the execution or delivery of this Contract or the validity or enforceability of this Contract or on the ability by the Contractor to perform any of its obligations hereunder.

I. No Legal Prohibition. The Contractor has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Contractor of this Contract and the transactions contemplated hereby.

J. Patents and Licenses. The Contractor owns, or is expressly authorized to use under patent rights, licenses, franchises, trademarks or copyrights, the technology necessary for the Contract Services without any known material conflict with the rights of others.

K. Information Supplied by the Contractor. The information supplied and representations and warranties made by the Contractor in all submittals made in response to the RFP and in all post-proposal submittals, if any, with respect to the Contractor (and to the best of its knowledge, all information supplied in such submittals with respect to any Subcontractor) are true, correct and complete in all material respects.

L. Compliance. The Contractor represents and warrants that as of the Contract Date the Contractor is in compliance with all laws, regulations, rules and orders applicable to its respective business, noncompliance with which would have a material and adverse effect upon its business or its ability to perform its respective obligations under this Contract.

M. Notice of Default. The Contractor shall provide to Rockland Green, promptly following the receipt thereof, copies of any notice of default, breach or noncompliance received under or in connection with any Applicable Law, Governmental Approval, or Subcontract pertaining to this Contract.

N. Familiarity with Applicable Law. The Contractor is familiar with and is satisfied as to all Applicable Law, including federal, state, and local laws and regulations that may affect cost, progress, and performance of the Contract Services.

O. Provision of Conflicts, Errors, Ambiguities and Discrepancies. As further described in Section 3.7 hereof, the Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents comprising the Contract (including Drawings and other Submittals). The Contractor has given Rockland Green written notice of all conflicts, errors, omissions, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Rockland Green is acceptable to Contractor. If Contractor discovers any conflicts, errors, omissions, ambiguities, or discrepancies in the Contract Documents while performing the Contract Services, Contractor warrants that it shall immediately bring such conflict, error, omission, ambiguity or discrepancy to Rockland Green's attention in writing. The express or implied approval by Rockland Green of any Submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract.

ARTICLE III. THE WORK AND CONTRACTOR'S OBLIGATIONS

SECTION 3.1 PERFORMANCE OF THE WORK. The Contractor shall perform all of the Work required, implied or reasonably inferable from the Contract Documents. The Contractor will complete the Work described in the Contract Documents, in accordance with the

terms herein, as may be amended by written agreement of the Parties from time to time, for the Contract Price. All Work shall strictly conform to the requirements of the Contract Documents. The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. The Contractor shall also be responsible, in accordance with Section 3.13, for developing a Site safety plan, and in accordance with Section 3.15, for coordinating all Work performed on the Project, and for updating and maintaining the Project Schedule.

SECTION 3.2 NOTICE TO PROCEED.

A. Conditions Precedent to Notice to Proceed. The Notice to Proceed will be issued on or within five (5) days of the Contract Date by Rockland Green, provided that the Contractor has satisfied the following conditions:

- (i) executed the Project Labor Agreement;
- (ii) provided proof of Required Insurance to Rockland Green;
- (iii) provided the Security Instruments to Rockland Green;
- (iv) submitted a final Project Schedule that is agreed upon by the Parties;
- (v) provided any other Submittals required by the Contract Documents as a condition to the Notice to Proceed; and
- (vi) provided evidence to Rockland Green's satisfaction, that it has placed any advance orders as directed by Rockland Green.

SECTION 3.3 CONTRACT TIME. The Contractor shall commence work on the day specified in the Notice to Proceed and shall accomplish Substantial Completion by the Scheduled Substantial Completion Date, as adjusted only in accordance with this Contract. By signing this Contract, the Contractor agrees that the Contract Time is a reasonable time for accomplishing completion of the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contract Time shall not be adjusted for increases in the Contract Time caused by Rockland Green's suspension, delay or interruption if the performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible or if the adjustment is made or denied under another provision of this Contract. The Contractor shall in no event be entitled to any damages or other compensation, recovery or relief due or related to any delay or suspension of the Project or component thereof, except only for a reasonable extension of Contract Time for performance, which shall be the Contractor's sole and exclusive remedy in the event of any such delay or suspension.

SECTION 3.4 DELAY LIQUIDATED DAMAGES. Time is of the essence in the performance and completion of the Work and the Contractor shall work diligently, using such means and methods of construction as will assure Substantial Completion is achieved by the Scheduled Substantial Completion Date and that Final Completion is achieved by the date agreed upon therefore in the Project Schedule. Except as otherwise excused due to Uncontrollable

Circumstances or Rockland Green Fault, the Contractor shall pay daily Liquidated Damages to Rockland Green commencing on the 45th day after the Scheduled Substantial Completion Date, if Substantial Completion has not been achieved by then. Such Liquidated Damages shall be two thousand dollars (\$2,000/day). Except as otherwise excused due to Uncontrollable Circumstances or Rockland Green Fault, the Contractor shall pay an additional one thousand dollars per day (\$1,000/day) in daily Liquidated Damages to Rockland Green commencing on the 45th day after the date set for Final Completion in the Project Schedule, for each day after that date, if Final Completion has not been achieved by then. The Contractor shall also indemnify Rockland Green in accordance with and subject to the limitations set forth in Section 12.3 hereof against all Loss-and-Expense resulting from any Legal Proceeding originated by any third-party arising from such failure to complete the Work except to the extent such failure is caused by an Uncontrollable Circumstance. The amount of Liquidated Damages owed by the Contractor may be retained by Rockland Green out of monies which are or may become due hereunder.

SECTION 3.5 PROVISIONS AND PAYMENT OF LABOR, MATERIALS, EQUIPMENT AND GOVERNMENTAL APPROVALS. The Contractor shall provide and pay for all labor, supervision, services, materials, supplies, equipment, machinery, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for performance of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Contractor shall obtain, at its sole cost, all Governmental Approvals that are required for the Work and ensure the prompt payment for each of these obligations.

SECTION 3.6 MAINTENANCE OF RECORDS AND OTHER DOCUMENTS AND DRAWINGS.

A. **Maintenance of Updated Contract Documents at Site.** The Contractor shall keep an updated copy of the Contract Documents at the Site. Additionally, the Contractor shall keep a copy of approved Drawings and other Submittals at the Site. All of these items shall be available to Rockland Green during all regular business hours. The Contractor shall ensure the creation and maintenance of a detailed and comprehensive copy of the Drawings, Specifications, addenda, Change Orders and other modifications depicting the Work. Said items shall be submitted to Rockland Green, along with other required Submittals upon Final Completion of the Work, or as otherwise provided in the Contract Documents, and receipt of same by Rockland Green shall be a condition precedent to final payment to the Contractor.

B. **Review and Delivery of Submittals.** The Contractor shall have the duty to carefully review, inspect, examine, and physically stamp and sign any and all Submittals before submission of same to Rockland Green. The delivery of Submittals shall constitute a representation by the Contractor that it has verified that such Submittals meet the requirements of the Contract Documents, including field measurements, materials, and field construction criteria related thereto. Rockland Green's approval of any Submittal shall not relieve the Contractor of its responsibility and liability for errors or omissions set forth in Submittals. The Contractor shall not perform any Work for which the Contract Documents require a Submittal unless the respective Submittal has been approved in writing by Rockland Green.

SECTION 3.7 DUTY TO EXAMINE CONTRACT DOCUMENTS. The Contractor has a continuing duty to, and shall carefully, examine all figures and dimensions on the Contract

Drawings and Specifications and shall note all conflicts, errors, omissions, ambiguities or discrepancies. The Contractor will be held responsible for any conflict, error or discrepancy not discovered before the Work is executed, unless the Contractor could not have reasonably known about the conflict, error or discrepancy. The Contractor has given Rockland Green written notice of all conflicts, errors, omissions, ambiguities or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Rockland Green is acceptable to Contractor. If the Contractor discovers any conflicts, errors, omissions, ambiguities or discrepancies in the Contract Documents while performing the Contract Services, the Contractor warrants that it shall immediately bring such conflict, error, omission ambiguity or discrepancy to the Rockland Green's attention in writing. The express or implied approval by Rockland Green of any drawings or other Submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Contractor shall not alter Specifications, Contract Drawings or figures, or make any alterations in or additions to the quantity, character or arrangement of the materials or Work, whether same shall involve additional expense or not, unless same shall be agreed upon first, in writing, as a Change Order or is included in a Construction Change Directive. This provision, however, shall not abridge in any way Rockland Green's rights as to the interpretation of the Specifications, plans and figures thereon. The divisions and sections of the Specifications and the identification of any Drawings shall not control the Work of the Contractor in dividing the Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade. The division of the Specifications are complementary and anything mentioned or shown in a division of the Specifications or in a specific trade drawing shall be of like effect as if shown in all divisions of the Specifications and in all drawings. In all cases figured dimensions shall govern over scaled dimensions, detail drawings shall govern over general drawings, larger scale details take precedence over smaller scale drawings, change order drawings govern Contract Drawings, and Contract Drawings govern over standard or shop drawings. Further, in all cases where details in two drawings conflict or where drawings and Specifications conflict, the more restrictive or stringent requirement shall be binding upon the Contractor except as otherwise authorized by Rockland Green in writing.

SECTION 3.8 QUALIFICATIONS OF PERSONNEL. The Contractor shall provide experienced and qualified personnel to provide the Contract Services, and all persons engaged by the Contractor, including any Subcontractors, for the Work shall have requisite skills, licensing and training for the tasks assigned. The Contractor shall provide Rockland Green documentation that its employees, and its Subcontractors, are properly trained in performing the Work, including, but not limited to, certificates, and licenses to operate specific classes of vehicles, machinery, equipment, tools and safety protection. The Contractor shall enforce discipline and good order at all times among the Contractor's employees and all Subcontractors.

SECTION 3.9 SUBCONTRACTORS. Contractor and its Subcontractors must execute the Project Labor Agreement (which shall be attached hereto as Transaction Agreement 3), and remain subject to the Project Labor Agreement during the Term of this Contract. Rockland Green shall have the right to approve any and all Subcontractors. Contractor must submit all information regarding Subcontractors as required by Rockland Green and obtain Rockland Green's written approval prior to the Subcontractor performing any portion of the Work. Rockland Green's approval process for Subcontractors shall not constitute a reason for any delay in Contractor's performance of the Work. The Contractor shall require all of its Subcontractors working at the

Site to secure and maintain the Required Insurance and other financial sureties required by Applicable Law in connection with their presence at the Site and the performance of their duties. The Contractor shall negotiate and execute any and all Subcontracts with Subcontractors as may be necessary for the Contractor to fulfill its obligations under this Contract and as are approved by Rockland Green in writing. Subcontracts with Subcontractors and purchase orders shall include language that makes them assignable, upon Rockland Green's election, to Rockland Green upon termination of this Contract. The Contractor shall not enter into a Subcontract with any Subcontractor to whom Rockland Green reasonably objects. The basis of Rockland Green's reasonable objection to a proposed Subcontractor includes, but is not limited to, evidence existing or arising that the proposed Subcontractor is unable or unwilling to comply with the Contract Documents or Rockland Green's conclusion that the proposed Subcontractor does not have the requisite experience or is unqualified to complete the work proposed to be performed by such entity. If at any time Rockland Green objects to a Subcontractor, the Contractor shall solicit proposals from potential replacements and shall submit the names of the replacement Subcontractor to Rockland Green for approval without an increase in the Contract Price or change in Contract Time. The Contractor shall retain full responsibility to Rockland Green under this Contract for all matters notwithstanding the execution or terms and conditions of any Subcontract. No failure of any Subcontractor used by the Contractor in connection with the provision of the Work shall relieve the Contractor from its obligations hereunder. The Contractor shall pay or cause to be paid to all direct Subcontractors all amounts due in accordance with their respective Subcontracts and Applicable Law. No Subcontractor shall have any right against Rockland Green for labor, services, materials or equipment furnished. The approval or withholding thereof by Rockland Green of any Subcontractor shall not create any liability of Rockland Green to the Contractor, to third parties or otherwise.

SECTION 3.10 CHANGES IN THE WORK. Changes in the Work may be accomplished after execution of this Contract, and without invalidating this Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, as detailed in Article VIII and subject to the limitations stated in the Contract Documents.

SECTION 3.11 COMPLIANCE WITH APPLICABLE LAW.

A. Compliance with Contract Standards. The Contractor shall perform the Contract Services in accordance with the Contract Standards.

B. Governmental Approvals Necessary for Contract Services. The Contractor shall, at its sole cost and expense, make all filings, applications and reports necessary to obtain and maintain all Governmental Approvals required to be made, obtained or maintained under Applicable Law in connection with the performance of the Contract Services and shall comply with all conditions and requirements of all Governmental Approvals. Rockland Green shall cooperate with the Contractor in connection with the foregoing undertaking, and shall provide the Contractor with such relevant data or documents as are within its control, which are reasonably required for such purpose.

C. Prevailing Wage Law. All Work shall be subject to the Project Labor Agreement and performed in accordance the Prevailing Wage Law. The prevailing wage schedule contained in Appendix E sets forth the prevailing wage and benefits schedule for the Work as of the Contract Date. It shall be the Contractor's responsibility to ensure that prevailing wages and

benefits are paid as required pursuant to the Prevailing Wage Law throughout the Term and to ensure that all Subcontractors comply with the Prevailing Wage Law. Any increase to wages and benefits pursuant to the Prevailing Wage Law which the Contractor is required to pay during the Term shall not affect the Contract Price. Certified payrolls and other relevant information shall be furnished to Rockland Green with each Application for Payment in compliance with the Prevailing Wage Law.

D. NYHRL. Contractor shall have in place sexual harassment policies that are compliant with the New York Human Rights Law (“NYHRL”), and shall provide annual training to all of their employees in accordance with the NYHRL.

SECTION 3.12 PERFORMANCE, INFORMATION, AND SITE CONDITION.

A. Practicability of Performance. The Contractor, in the performance of the Contract Services set forth herein, shall have exclusive responsibility for compliance with the Contract Standards. The Contractor assumes the risk of the practicability and possibility of performance of the Contract Services. No impracticability or impossibility of any of the foregoing shall be deemed to constitute an Uncontrollable Circumstance. The Contractor acknowledges that the Contractor’s agents and representatives have visited, inspected and are familiar with the Site and that the Contractor is familiar with all local and other conditions which may be material to the Contractor’s performance of its obligations under this Contract. The execution of this Contract shall be deemed to constitute the granting of a license to the Contractor to access the Site for the purposes of preparing for any and all obligations hereunder.

B. Rockland Green-Supplied Information. The Contractor shall be responsible for the independent verification and confirmation of all information supplied to it by or on behalf of Rockland Green. No error or omission in any such information shall constitute an Uncontrollable Circumstance or relieve the Contractor from any of its obligations or entitle the Contractor to any increase in compensation or extension of time hereunder. Any information supplied by Rockland Green is only for the Contractor’s convenience, and Rockland Green makes no representations as to the accuracy or completeness thereof.

C. Site Conditions. The Contractor has conducted analyses of the Site as necessary to prepare for and perform the Work in accordance with this Contract.

D. Rockland Green Monitoring. Rockland Green shall have the right, but not the obligation, to monitor the Contractor’s performance of the Work during the Term of this Contract; provided, however, such monitoring shall not relieve the Contractor of any of its obligations under this Contract.

E. Hazardous Materials. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding Hazardous Materials. If the Contractor encounters a Hazardous Material not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a Hazardous Material, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Rockland Green of the condition. Rockland Green shall not be responsible for Hazardous Materials the Contractor brings to the Site. The Contractor shall reimburse Rockland Green for the cost and expense Rockland

Green incurs (1) for remediation of Hazardous Materials the Contractor brings to the Site and negligently handles, or (2) where the Contractor fails to perform its obligations under this section.

F. Hours of Work. Hours of work will be set forth in the Project Labor Agreement. No delays resulting from compliance with the Contract Standards, including Applicable Laws or regulations or conditions of any Governmental Approvals may form the basis for any Claim by the Contractor for delay damages or additional compensation or for any increase in the Contract Time. Any delays arising from restrictions related to the use of occupied facilities are non-compensable and any requests for an increase in the Contract Time relating to them must be filed in accordance with Article VIII (Change Orders) or the same will be conclusively deemed to have been waived. Notwithstanding any other provisions of this Contract, Rockland Green may order the Contractor to suspend work for any continuing violation of this section.

SECTION 3.13 PROTECTION OF PERSONS AND PROPERTY.

A. Safety Programs and Precautions. It shall be the sole responsibility of the Contractor to develop, initiate, continue and supervise all safety programs and precautions in the performance of the Work under this Contract at all times. The Contractor shall also prepare and maintain a Site safety plan in connection with its duties hereunder. The Contractor shall take full, reasonable and necessary precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, Subcontractors' employees, employees of Rockland Green, and members of the public, the Work itself, and other property and work at the Project Site or adjacent thereto. As part of the Contractor's obligations hereunder, the Contractor shall erect and maintain reasonable safeguards, barriers, signs, warnings, and any other safety measure required by Applicable Law and in accordance with Good Engineering and Construction Practice, Good Industry Practice, and any other Contract Standards. The Contractor shall also implement appropriate protective institutional controls during construction for the marshy/wetland area that is identified in the Drawings.

B. Contractor Remedies. The Contractor shall promptly remedy loss or damage to the Work or any person or property described herein caused in whole or in part by the acts of the Contractor or any Subcontractor, sub-subcontractor or material man, which shall include repair or replacement at Rockland Green's direction. Rockland Green may direct the Contractor to remedy violations of Applicable Law related to safety when and if observed on the Site. However, through exercising this authority Rockland Green shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the Contractor's exclusive role in same. Rockland Green shall have the right to report suspected safety violations to the Occupational Safety and Health Administration.

SECTION 3.14 SUPERVISION OF THE WORK.

A. Contractor Responsibility. The Contractor shall strictly and constantly supervise the Work and bear full responsibility for any and all acts, errors or omissions of those engaged in the Work on behalf of the Contractor, including, but not limited to, all Subcontractors and their employees. The Contractor shall be responsible to Rockland Green for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of the Contractor or any of its Subcontractors.

B. Supervisory Personnel. The Contractor shall maintain an on-Site superintendent at all times while any portion of the Work is being performed. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall not change the superintendent without Rockland Green's written consent, which shall not unreasonably be withheld or delayed. The Contractor shall employ and maintain at the Site only competent, qualified full-time supervisory personnel, augmented with part-time and offsite supervision, approved by Rockland Green in writing.

SECTION 3.15 COORDINATION OF OTHER WORK. The Contractor shall coordinate the work performed on the Site for the Project, in accordance with the Specifications, and shall be responsible for updating and maintaining the Project Schedule and Site safety plan. Such coordination includes: (1) providing a Progress Schedule with each Application for Payment; (2) coordinating activities on the Project Site (including parking, movement of traffic, deliveries, and laydown areas); and (3) ensuring Project safety and supervision as set forth in Sections 3.13 and 3.14 above. The Contractor must also cooperate in coordinating its Work with the work of Rockland Green, its operators, subcontractors, other contractors, and any other forces permitted by Rockland Green to perform work at the Site, or enter the Site, without an increase in the Contract Time or the Contract Price. The Contractor must provide written notice to Rockland Green of any conflicts and disputes in the coordination or scheduling of work in accordance with the provisions set forth in Section 6.4 hereof. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent work.

ARTICLE IV. COMPLETION

SECTION 4.1 SUBSTANTIAL COMPLETION.

A. Substantial Completion. Substantial Completion shall be achieved when all of the following conditions have been satisfied as determined by Rockland Green:

(i) Rockland Green confirms in writing that the Contractor has substantially completed its Work in conformance with the Specifications;

(ii) The Contractor has completed the Contract Services to the point where Rockland Green can take beneficial use of the area described in the Contract Documents;

(iii) The Contractor has obtained any approvals required by the Contract Documents and such approvals have not been withdrawn, revoked, superseded, suspended, or materially impaired or amended;

(iv) The Contractor and Rockland Green have developed a written punch list in accordance with the Specifications;

(v) Rockland Green has received and indicated, in writing, that it has no objection to the certification by the Contractor that all Contract Services, excepting the items on the punch list, are complete and in all respects are in compliance with the Contract;

(vi) The Contractor has delivered to Rockland Green a Claims statement setting forth in detail all Claims of every kind whatsoever of the Contractor connected with, or arising out of, the Contract Services pertaining to the Work, and arising out of or based on events prior to the date when the Contractor provides such statement to Rockland Green;

(vii) The Contractor shall certify that all Subcontractors and material suppliers have been paid in full and upon Rockland Green's request will provide any discharge or other proof of satisfaction of liens or wage claims; and

(viii) The Contractor has submitted written certification that all of the foregoing conditions have been satisfied and Rockland Green has received and indicated, in writing, that it has no objection to the Contractor's certification.

B. Alternative Substantial Completion. Alternatively, Substantial Completion shall occur on any date certified by Rockland Green in writing, which shall have discretion to waive any of the foregoing conditions. Waiver of any conditions for Substantial Completion shall not relieve the Contractor from its obligation to complete the Work in accordance with the Contract Standards prior to Final Completion and shall not be deemed a waiver of any Claim by Rockland Green.

C. When the Work or designated portion thereof is substantially complete, Rockland Green will prepare a certificate of Substantial Completion that shall establish the date of Substantial Completion.

SECTION 4.2 FINAL COMPLETION. Contractor shall complete all of the Work and all punch list by the date set forth in the Project Schedule for Final Completion. The Contractor shall notify Rockland Green in writing when it believes it has achieved Final Completion. Thereupon, Rockland Green will perform a final inspection of the Work in accordance with the Specifications. If Rockland Green concurs that (i) the Work is complete and in full accordance with the Contract Documents, and (ii) the Contractor has performed all of its obligations to Rockland Green hereunder, Rockland Green will direct the Contractor to furnish a Certificate of Final Completion and a final Application for Payment for Rockland Green's written approval. The final Application for Payment to Rockland Green shall certify to Rockland Green that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to the Contract Documents. If Rockland Green reasonably determines that final approval for payment should not be issued and is required to repeat the final inspection of the Work, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by Rockland Green from the Contractor's final payment. No Claim by the Contractor for an adjustment hereunder shall be allowed if asserted after final payment under this Contract.

ARTICLE V. CONTRACT PAYMENTS

SECTION 5.1 CONTRACT PRICE. Rockland Green will pay the Contractor the Contract Price set forth in Appendix C hereto, in exchange for the Contractor's complete performance of the Contract Services, in accordance with this Contract. The Contractor agrees that the Contract Price shall be the Contractor's entire compensation for the performance of the Work.

SECTION 5.2 SCHEDULE OF VALUES. At least 20 days prior to submitting the first Application for Payment, the Contractor must submit a Schedule of Values to Rockland Green's approval, apportioning the entire Contract Price among the different elements of the Work (the "Schedule of Values"). The Contractor shall present the Schedule of Values in the format that Rockland Green requires and include the level of detail and backup required by Rockland Green, as referenced in the Specifications. The Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. Upon request of Rockland Green, the Contractor shall furnish additional data to support values given that will substantiate their correctness. The Schedule of Values that is approved by Rockland Green will be used as basis for reviewing Contractor's Applications for Payment. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values will be utilized for the Contractor's Applications for Payment but shall only be so utilized after it has been approved in writing by Rockland Green.

SECTION 5.3 APPLICATIONS FOR PAYMENT AND RETAINAGE.

A. Application for Payments. After the Schedule of Values is approved, the Contractor may submit monthly Applications for Payment to Rockland Green in accordance with the Schedule of Values. Each Application for Payment shall be on the form required by the Specifications, and accompanied by a certificate from an authorized representative of the Contractor certifying: (1) the portion of the Contract Price which is payable to the Contractor, (2) that the Contractor is neither in default under this Contract nor in breach of any material provision of this Contract such that the breach would, with the giving of notice or passage of time, constitute an Event of Default, and (3) that all items applicable to the Schedule of Values entitling the Contractor to request payment have been completed in accordance with this Contract.

Each Application for Payment shall include the following supporting documentation to substantiate such Application for Payment (in the form and level of detail determined acceptable by Rockland Green), as applicable to the Work performed for which the Contractor is submitting such Application for Payment:

- (1) a reasonably detailed description of all Work actually completed to date;
- (2) a revised Project Schedule/Progress Schedule which shall reflect changes since the date of the last Application for Payment;
- (3) notice of any Liens or Encumbrances which have been filed, together with evidence that the Contractor has bonded or discharged such Liens or Encumbrances;
- (4) written acknowledgement from Subcontractors that an agreement has been signed and accepted for the work to be performed by such Subcontractor;
- (5) submittal logs;
- (6) written reports;
- (7) a letter of transmittal corresponding to the submittals associated with such payment;
- (8) a verified statement setting forth the information required under any Applicable Law pertaining to prevailing wages;

(9) certified payroll reports to the extent required pursuant to the Prevailing Wage Law;

(10) such additional specific information required for the applicable payment as required by the Specifications or as reasonably required by Rockland Green; and

(11) any other documents or information relating to the Work or this Contract reasonably requested by Rockland Green or as may be required by Applicable Law, this Contract, or generally accepted accounting principles in connection with the financing of the Project.

B. Change Orders and Applications for Payments. Amounts reflected in Change Orders may be included in Application for Payments to the extent they are not in dispute and subject to final approval of cost to Rockland Green for such changes in the Work.

C. Certification by Contractor. Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly performed in strict compliance with the Contract Documents, that the Contractor knows of no reason why payment should not be made as requested, and the Contractor will promptly pay its Subcontractors, suppliers, vendors and any other party for their portion of the Work covered by the Application for Payment.

D. Retainage. For each payment made prior to Final Completion of the Work, Rockland Green may withhold 10% of the payment, as retainage, from the payment otherwise due. Upon Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section.

E. Rockland Green Review and Payment. Upon receipt of a properly completed Application for Payment, Rockland Green shall review the Application for Payment and may also review the Work at the Site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. Such review of the Application for Payment and any related work shall be performed by Rockland Green within fourteen (14) days from the date Rockland Green receives such Application for Payment. The amount of each such payment shall be the amount approved for payment by Rockland Green, less a ten percent (10%) retainage, and such amounts, if any, otherwise owing by the Contractor to Rockland Green or which Rockland Green has the right to withhold as authorized by the Contract Documents. Rockland Green shall make payment of the approved Application for Payment within thirty (30) days from the date of such approved Application for Payment. Approval of the Contractor's Application for Payment shall not preclude Rockland Green from the exercise of any of its rights, including those related to authorized withholdings, offsets and reclamation.

F. Application for Payment as Representation and Warranty of Work. The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all work for which Rockland Green has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, when required by Rockland Green, also furnish to Rockland Green properly executed waivers of lien or claim, in a form acceptable to Rockland Green, from all Subcontractors, materialmen, suppliers or others having lien or claim rights, wherein said subcontractors, materialmen, suppliers or others having lien or claim rights, shall

acknowledge receipt of all sums due pursuant to all prior Applications for Payment and waive and relinquish any liens, lien rights or other claims relating to the Work and the Project Site. Furthermore, the Contractor warrants and represents that, upon payment of the Application for Payment submitted, title to all Work included in such payment shall be vested in Rockland Green, even though responsibility for the care and maintenance of said Work rests with Contractor until Final Completion of the Work has been achieved.

SECTION 5.4 COSTS AND COST SUBSTANTIATION.

A. Costs. The Contract Price has been negotiated by the Parties and fixed by the terms of this Contract. Any other cost shall only be permitted in the event of a Change Order or Construction Change Directive. Any such cost proposed or incurred by the Contractor, which is directly or indirectly chargeable to Rockland Green in whole or in part hereunder, shall be (i) calculated in accordance with Section 8.8 or, if such cost is not calculable in accordance with the provisions of Section 8.8, then (ii) the fair market price for the good or service provided, or, if there is no market, shall be a just and reasonable price agreed upon by the Parties.

B. Cost Substantiation. To substantiate any costs, other than the Contract Price, the Contractor shall supply Rockland Green with a certificate signed by a senior management officer of the Contractor, which (1) shall state the amount of such cost and the provisions of this Contract under which such cost is properly chargeable to Rockland Green, and (2) if not calculable pursuant to Section 8.8 hereof, than Contractor, shall describe the competitive or other process utilized by the Contractor to obtain a fair market price, and shall state that such cost is a fair market price for the service or materials to be supplied (or, if there is no market, that such cost is commercially reasonable) and that such services and materials are reasonably required pursuant to this Contract. The certificate shall be accompanied by copies of such documentation as shall be reasonably required by Rockland Green which shall include reasonably detailed information necessary to substantiate any cost described in this subsection. Upon Rockland Green's request, to confirm direct costs required to be cost substantiated, Contractor shall provide copies of timesheets, invoices, canceled checks, expense reports, receipts and any other documents requested by Rockland Green.

SECTION 5.5 CONTRACTOR PROJECT SCHEDULE AS A CONDITION OF PAYMENT. The Contractor's Project Schedule shall be updated as required by Rockland Green and shall be updated to reflect conditions encountered from time to time. Each such revision shall be furnished to Rockland Green with each Application for Payment. Strict compliance with the requirements of this Section shall be a condition precedent to payment to the Contractor and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract. No update to the Project Schedule can alter the Contract Time without the express, written approval of Rockland Green.

SECTION 5.6 PROMPT PAYMENT TO SUBCONTRACTORS. When payment is received from Rockland Green, the Contractor shall promptly pay all Subcontractors, materialmen, laborers and suppliers the amounts they are due for the work covered by such payment.

SECTION 5.7 NO APPROVALS, CONSENTS OR WAIVERS IMPLIED IN PAYMENTS. Neither payment to the Contractor, utilization of the Site for any purpose by Rockland Green, nor any other act or omission by Rockland Green shall be interpreted or construed

as an acceptance of any Work of the Contractor not strictly in compliance with the Contract Documents or deemed to be a waiver of Rockland Green's right and remedies provided for in this Contract.

SECTION 5.8 PAYMENT WITHHOLDING. After written notice to the Contractor and a reasonable opportunity to cure, Rockland Green shall have the right to refuse to make payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to the Contractor due to:

- (i) The quality of a portion, or all, of the Contractor's Work not being in compliance with the requirements of the Contract Documents;
- (ii) The quantity of the Contractor's work not being as represented in the Contractor's Application for Payment, or otherwise;
- (iii) The Contractor's rate of progress being such that, in the reasonable opinion of Rockland Green, Final Completion may be inexcusably delayed;
- (iv) The Contractor's failure to use Contract funds, previously paid the Contractor by Rockland Green to pay Contractor's project-related obligations including, but not limited to, Subcontractors, laborers and material and equipment suppliers;
- (v) Claims made, or claims likely to be made as evidenced by a claimant filing a demand, notice of intent to file a claim, including a duly filed mechanic's lien for labor or materials provided or a notice of intent to file a mechanic's lien, against Rockland Green or its property for which the Contractor or its agents or Subcontractors or others for whom it is responsible are, or reasonably appear to be at fault;
- (vi) Loss caused by the Contractor; or
- (vii) The Contractor's failure or refusal to perform any of its obligations to Rockland Green after written notice and a reasonable opportunity to cure as set forth above.

In the event that Rockland Green makes written demand upon the Contractor for amounts previously paid by Rockland Green as contemplated in this Section, the Contractor shall promptly comply with such demand. Rockland Green's rights hereunder survive the term of this Contract, are not waived by final payment and/or approval of the Certificate of Final Completion, and are in addition to Contractor's obligations elsewhere in this Contract.

SECTION 5.9 PAYMENT UPON FINAL COMPLETION. Upon Final Completion, Rockland Green shall pay the Contractor, in accordance with Section 5.10 below, an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price, less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by Rockland Green for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. Such a calculation by Rockland Green of costs for completing all incomplete work, correcting and bringing into conformance all defective and

nonconforming work, and handling any outstanding or threatened claims shall not bar Rockland Green from exercise of its rights elsewhere herein, or otherwise as provided by law for any incomplete, defective or nonconforming work or claims which are discovered by Rockland Green after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective or nonconforming work or claims were obvious or should have been discovered earlier. Final payment shall be made only upon completion of the final inspection and approval of a Certificate of Final Completion in accordance with Section 4.2 and the delivery and approval of information, as required herein.

SECTION 5.10 FINAL PAYMENT. Rockland Green shall endeavor to make final payment of all sums due the Contractor within thirty (30) days of the final Application for Payment, after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract, and with the exception of items disputed in good faith or concerning which Rockland Green has reasonably exercised any of its rights to investigate. The acceptance by the Contractor of the final payment shall operate as and shall be a release to Rockland Green and every employee, officer and agent thereof, from any and all Claims and all liability to the Contractor for anything done or furnished in connection with the Work and for any act or neglect of Rockland Green or of any others relating to or affecting the Work. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance Bond.

ARTICLE VI. CONTRACT ADMINISTRATION

SECTION 6.1 CONTRACT ADMINISTRATION. Rockland Green will provide administration of the Contract as described in the Contract Documents.

SECTION 6.2 SITE VISITS. Rockland Green will visit the Site at intervals appropriate to the stage of the Contractor's Work (1) to become generally familiar with and to keep informed about the progress and quality of the portion of the Work completed, (2) to guard against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, Rockland Green will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Rockland Green will neither have control over or charge of, nor be responsible for, the means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as otherwise provided.

SECTION 6.3 FAILURE TO PERFORM. Rockland Green will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Rockland Green will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work.

SECTION 6.4 COMMUNICATIONS FACILITATING CONTRACT
ADMINISTRATION. The Contractor shall communicate with Rockland Green about matters arising out of or relating to this Contract, as well as the Project. Rockland Green's communications by and with Subcontractors and material suppliers shall be through the Contractor. The Contractor is responsible for updating the Project Schedule, and shall report immediately in writing to Rockland Green any and all conflicts or disputes that it encounters or becomes aware of during the Project that have the potential to delay any aspect of the Project. The Contractor shall provide the report on any such conflict or dispute in writing immediately to Rockland Green. The failure to report such a conflict or dispute in writing to Rockland Green as set forth herein shall constitute a waiver by the Contractor of any potential relief provided for hereunder in connection with such conflict or dispute.

SECTION 6.5 MEETINGS. The Contractor shall conduct meetings in accordance with the Specifications or as reasonably requested by Rockland Green.

SECTION 6.6 REVIEW OF SUBMITTALS. Rockland Green will take appropriate action upon the Contractor's Submittals, but only for the limited purpose of checking for conformance with information given and the Work expressed in the Contract Documents. Rockland Green's review will be in accordance with the Specifications, while allowing sufficient time in Rockland Green's judgment to permit adequate review. Review of such documents is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions or quantities or for substantiating instructions for equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Rockland Green's review shall not constitute approval of safety precautions or of any means, methods, techniques, sequences, or procedures.

SECTION 6.7 REJECTION OF WORK. Rockland Green will have authority to reject Work that does not conform to the Contract Documents. Whenever Rockland Green considers it necessary or advisable, Rockland Green will have authority to require inspection or testing of the Work. However, neither this authority of Rockland Green nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Rockland Green to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

SECTION 6.8 PREPARATION OF CHANGE ORDERS AND CONSTRUCTION
CHANGE DIRECTIVES. Rockland Green will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work in accordance with Article VIII hereof.

SECTION 6.9 INSPECTIONS. Rockland Green will conduct inspections to determine the date of Substantial Completion and the date of Final Completion. The Contractor shall assemble and forward to Rockland Green, for Rockland Green's review and records, written warranties and related documents required by the Contract Documents. Observation or inspection of the Work by Rockland Green shall not relieve the Contractor of its responsibility to complete the Work in accordance with the Contract Documents. Work performed without direct observation by Rockland Green shall not relieve the Contractor of full responsibility for completing the Work in accordance with the Contract Documents.

ARTICLE VII.
TERM

SECTION 7.1 EFFECTIVE DATE AND TERM. This Contract shall become effective on the Contract Date and shall continue in effect until all Contract Services have been completed, or this Contract is earlier terminated, as applicable (the "Term"). All rights, obligations and liabilities of the Parties hereto shall commence on the Contract Date, subject to the terms and conditions hereto.

ARTICLE VIII.
CHANGES TO THE WORK

SECTION 8.1 CHANGES TO THE WORK. Changes in the Work may be accomplished after execution of this Contract, and without invalidating this Contract, by Change Order, Construction Change Directive or order for a minor change in the Work. A Change Order shall be based upon agreement between Rockland Green and the Contractor. A Construction Change Directive may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by Rockland Green. The Contractor shall proceed with any such Change Orders, Construction Change Directives and minor changes without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions.

SECTION 8.2 CHANGE ORDERS.

A. A Change Order is a written instrument prepared by Rockland Green and signed by Rockland Green and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of adjustment, if any, in the Contract Price; and (3) the extent of the adjustment, if any in the Contract Time.

B. The cost of any change in the Work shall be determined in accordance with Section 5.4 hereof, the requirements of this Article and consistent with the Contract Documents.

C. In accordance with the Specifications, Rockland Green may issue a proposal request that includes a detailed description of a proposed change in the Work with supplemental or revised Drawings and Specifications. The Contractor shall prepare and submit an estimate of any change to Contract Price or Contract Time within 7 days after receipt of a proposal request. The Contractor shall include quantities and unit costs, with total cost or credit to Rockland Green. If requested by Rockland Green, the Contractor shall also furnish documentation of quantities, Taxes, delivery charges, equipment rentals, and trade discounts as applicable. If a change in Contract Time is involved, the Contractor shall provide an updated Progress Schedule. Contractor shall not stop work or initiate changes in response to a proposal request. If approved, Rockland Green will prepare and issue a Change Order.

SECTION 8.3 CONSTRUCTION CHANGE DIRECTIVES.

A. A Construction Change Directive is a written order prepared by Rockland Green and signed by Rockland Green, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

B. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the changes in the Work involved, regardless of whether the Contractor agrees with the proposed adjustment in Contract Price or Contract Time, if any. Contractor shall also promptly advise Rockland Green in writing of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price or Contract Time.

C. If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods:

1. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Price, Rockland Green shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Price, a reasonable amount for overhead and profit.

2. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

3. Unit prices stated in the Contract Documents or subsequently agreed upon in writing; or

4. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

D. The Contractor shall keep and present, in such form as Rockland Green may require, an itemized accounting together with appropriate supporting data. Costs for purposes of this Section shall be limited to those costs set forth in Section 8.8 below.

E. A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith. Such agreement shall be effective immediately and shall be recorded as a Change Order.

F. The amount of credit to be allowed by the Contractor to Rockland Green for a deletion or change that results in a net decrease in the Contract Price shall be actual net cost as determined by Rockland Green.

G. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. Rockland Green will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that Rockland Green determines, in Rockland Green's judgment, to be reasonably justified. Rockland Green's interim determination of cost shall adjust the Contract Price on the same basis as a Change Order, subject to the right of either Party to disagree and assert a Claim in accordance with this Contract.

I. If Rockland Green and the Contractor agree concerning adjustments in the Contract Price and Contract Time, or otherwise reach agreement upon the adjustment, such agreement shall be effective immediately and Rockland Green will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

SECTION 8.4 MINOR CHANGES IN THE WORK. Rockland Green has authority to order minor changes in the Work not involving adjustment in the Contract Price or extension or reduction of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by Rockland Green and shall be binding on Rockland Green and the Contractor.

SECTION 8.5 CONTRACTOR'S PROPOSAL FOR CHANGE ORDERS.

A. The Contractor was provided the opportunity to propose Proposed Alterations in its Proposal in response to the RFP, and the Specifications include a process for substitutions, therefore the Contractor acknowledges that there should not be any reason why the Contractor may need to request a Change Order. However, if for any reason, the Contractor believes a Change Order is necessary, the Contractor shall furnish a written proposal for a Change Order that includes a description of the change and the reason and justification therefor, an itemized price breakdown and proposed change to the Contract Price, and the proposed change in Contract Time. The price breakdown must be in accordance with this Article, and include sufficient detail to permit an analysis of all costs for material, labor, equipment, and Subcontracts, and must cover all Work involved in the modification, whether the Work was deleted, added or changed. The Contractor shall include quantities and unit costs, with total cost or credit to Rockland Green. The Contractor shall also furnish documentation of quantities, Taxes, delivery charges, equipment rentals, and trade discounts as applicable. If a change in Contract Time is involved, the Contractor shall provide an updated Progress Schedule

SECTION 8.6 EXECUTION OF CHANGE ORDER AS WAIVER OF CLAIM. The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against Rockland Green for additional time or compensation for matters relating to, arising out of or resulting from the Work included within or affected by the executed Change Order.

SECTION 8.7 NOTIFICATION TO SURETY AS OTHERWISE REQUIRED. The Contractor shall notify the Contractor's surety with reference to all Change Orders and Construction Change Directives if such notice, consent or approval are required by law. The Contractor's execution of the Change Order or Construction Change Directive shall constitute the Contractor's warranty to Rockland Green that, if required, the surety has been notified of, and consents to, such Change Order or Construction Change Directive and the surety shall be conclusively deemed to have been notified of such Change Order or Construction Change Directive and to have expressly consented thereto.

SECTION 8.8 ADDITIONAL COST FACTORS IN PRICING CHANGE ORDERS OR CONSTRUCTION CHANGE DIRECTIVES. For the purpose of Change Orders or Construction Change Directives, the following additional definitions and requirements apply:

A. Materials, Supplies and Equipment. The costs of Contractor's or Subcontractor's materials, supplies, and equipment includes the cost for rentals of machinery and equipment, exclusive of hand tools, the cost for transportation, and does not include sales tax from which Rockland Green is exempt. Indirect costs not specifically related to the Change Order or Construction Change Directive shall not be considered.

B. Direct Labor Cost. Contractor's or Subcontractor's direct labor cost shall be pursuant to the Project Labor Agreement, and limited to the hourly rate of directly involved workers, employer contributions towards bona fide employee benefits, employee benefit funds, unemployment insurance, social security, and workers' compensation insurance.

C. Overhead. Contractor's or Subcontractor's overhead shall include bond premiums, license fees, supervision, and field office expense.

D. Overhead and Profit Fee. The fee for overhead and profit shall be limited to the following schedule:

(i) For the Contractor, for any work performed by the Contractor's own forces, 10% of the subtotal of direct labor costs and materials, supplies and equipment costs.

(ii) For the Contractor, for any work performed by his Subcontractor, 5% of the amount due the Subcontractor.

(iii) For each Subcontractor or sub-subcontractor involved, for any work performed by their own forces, 10% of their materials and direct labor costs.

(iv) For each Subcontractor, for work performed by his sub-subcontractor(s), 5% of the amount due the sub-subcontractor.

ARTICLE IX. CLAIMS

SECTION 9.1 PROCEDURES FOR CONTRACT CLAIMS.

A. All Claims against Rockland Green shall be initiated by a written Claim submitted to Rockland Green.

B. The responsibility to substantiate Claims shall rest with the party making the Claim.

C. Notice of such Claim shall be received by Rockland Green no later than either ten (10) days after the event, or ten (10) days after the first appearance of the circumstances causing the Claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim.

D. Final costs associated with any Claim upon which notice has been filed must be submitted in writing to Rockland Green within thirty (30) days after notice has been received.

E. Any Claim not filed with Rockland Green within such time and in compliance with the preceding provisions shall be deemed conclusively to have been waived and shall be dismissed.

F. Claims shall be referred to the Architect for an initial determination. An initial decision is a condition precedent to mediation of any Claim arising prior to the date final payment is due. The Architect will review Claims and within 10 days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data; (2) reject the Claim in whole or in part; (3) approve the Claim; or (4) suggest a compromise. If the Architect requests additional supporting data, such data shall be provided within 10 days after receipt of such request. The Architect will render an initial decision approving or rejecting the Claim or suggesting a compromise. This initial decision shall (1) be in writing; (2) state the reasons therefore; and (3) notify the Parties of any change in the Contract Price or Contract Time or both. The initial decision shall be final and binding on the Parties, but subject to mediation if the Parties agree to mediate, and if the Parties fail to resolve the dispute through mediation, to binding dispute resolution, in accordance with Article XI.

SECTION 9.2 CONTRACTOR PROHIBITED FROM WITHHOLDING SERVICES. The Contractor shall proceed diligently with performance of the Contract Services and Rockland Green will continue to make payments in accordance with the Contract Documents, regardless of the existence any disputes regarding change in the Work or of any Claims submitted by the Contractor.

SECTION 9.3 CLAIMS RELATED TO SITE CONDITIONS. In the event the Contractor discovers previously concealed, hidden, and/or subsurface Site conditions which materially vary from those typically and ordinarily encountered in the general geographical location of the Project Site and the Contract Documents, the Contract Price may, with the approval of Rockland Green, be modified, either upward or downward, upon the written notice of Claim made by either Party. Final costs must be submitted within thirty (30) days after such notice is received by Rockland Green, unless extended by written agreement of the Parties. As a condition precedent to Rockland Green having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give Rockland Green written notice of, and an opportunity to observe, such condition prior to disturbing the condition. The failure by the Contractor to give the written notice and make the Claim as provided by this section shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition.

SECTION 9.4 CONDITION PRECEDENT TO LIABILITY. In the event the Contractor seeks to make a Claim for an increase in the Contract Price, as a condition precedent to any liability of Rockland Green therefor, unless emergency conditions exist, the Contractor shall strictly comply with the requirements of Section 9.1 and such Claim shall be made by the Contractor before proceeding to execute any Work for which a Claim is made. Failure to comply with this condition precedent shall constitute a waiver by the Contractor of any Claim for additional compensation.

SECTION 9.5 LIMITATION OF ROCKLAND GREEN'S OBLIGATIONS FOR CLAIMS. In a Claim by the Contractor against Rockland Green for compensation in excess of the Contract Price, any liability of Rockland Green to the Contractor shall be strictly limited and

computed in accordance with the Contract Documents and shall in no event include consequential damages of the Contractor or any estimated costs or damages.

ARTICLE X.
EVENTS OF DEFAULT AND TERMINATION

SECTION 10.1 ROCKLAND GREEN'S RIGHT TO TERMINATE FOR CAUSE. Rockland Green may terminate the Contract for cause for any of the reasons set forth in this Article, or for any other material breach of this Contract, whether or not the act, omission, or conduct resulting in the Contractor's material breach is enumerated in this Article. When Rockland Green terminates this Contract for any cause due to the fault of or breach by the Contractor, the Contractor shall not be entitled to receive further payment until the Work is finished. If Rockland Green's costs to complete the work in accordance with the Contract Standards and other damages incurred by Rockland Green as a result of the Contractor's fault and or breach exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to Rockland Green. This obligation for payment shall survive termination of this Contract.

SECTION 10.2 GROUND FOR TERMINATION. Rockland Green may terminate this Contract for cause if the Contractor:

- A. Refuses or fails to supply enough properly skilled workers or proper materials;
- B. Fails to make payment to Subcontractors or suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- C. Fails to comply with Applicable Law;
- D. Fails to perform the Work in accordance with the Contract Documents or otherwise breaches any provision of the Contract Documents;
- E. Is insolvent as determined under the United States Bankruptcy Code;
- F. Pursuant to the issuance of an order of a court of competent jurisdiction, a receiver, liquidator, custodian or trustee of the Contractor is appointed or of a major part of the Contractor's property, respectively, or the filing against the Contractor of a petition to reorganize the Contractor pursuant to the United States Bankruptcy Code, which order shall not have been discharged or which filing shall not have been dismissed within ninety (90) days after such issuance or filing, respectively;
- G. Fails to provide adequate assurances after notice of an anticipatory breach or repudiation of this Contract;
- H. Fails to make satisfactory progress in the prosecution of this Contract;
- I. Endangers the performance of this Contract;

J. Fails, after notice, to implement Construction Change Directive or Change Order;

K. Ceases performance of the Work in violation of the Contract Standards;

L. Fails to obtain and maintain the Performance Bond, Payment Bond, or Required Insurance as required herein;

M. Intentionally misrepresents information and facts relating to the Contractor's performance of its obligations hereunder;

N. Assigns this Contract or any funds due hereunder without prior written approval by Rockland Green;

O. Experiences a change in ownership in violation of Section 14.6;

P. Makes a false representation or warranty in any material respect when made, and the legality of this Contract or the ability of the Contractor to carry out its obligations hereunder is adversely affected;

Q. Fails to supply complete and accurate information, records or accounts as provided herein; or

R. Fails to achieve Substantial Completion by the Scheduled Substantial Completion Date or fails to achieve Final Completion by the date agreed to therefor, except for excuse by Uncontrollable Circumstances.

SECTION 10.3 NOTICE OF TERMINATION. If Rockland Green determines pursuant to Section 10.2 that it has cause to terminate this Contract, Rockland Green will provide the Contractor with a written notice of and opportunity to cure the default. If the default is not cured within seven (7) days of the Contractor's receipt of the notice, the termination for default is effective on the date specified in Rockland Green's written notice. If, however, Rockland Green determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the Executive Director may terminate this Contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or this Contract, the Contractor must compensate Rockland Green for additional costs that foreseeably would be incurred by Rockland Green, whether the costs are actually incurred or not, to obtain substitute performance. Rockland Green's expense incurred in completion of the Work, including the cost of re-letting, shall be deducted and paid by the Contractor out of the monies due or to become due to the Contractor under this Contract. If the expense is more than the sum remaining unpaid, the Contractor and its sureties shall pay the amount of such deficiency to Rockland Green.

SECTION 10.4 TERMINATION BY ROCKLAND GREEN FOR CONVENIENCE.

Rockland Green may, at any time, terminate this Contract for Rockland Green's convenience and without cause. In case of such termination, the Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred by reason of such termination.

SECTION 10.5 ACTION BY CONTRACTOR AND ROCKLAND GREEN.

A. Action by Contractor upon Notice of Termination. Upon receipt of written notice from Rockland Green of termination pursuant to this Article, the Contractor shall:

(i) Cease operations as directed by Rockland Green in the notice and, if required by Rockland Green, participate in an inspection of the Work with Rockland Green to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are required and authorized to remain at the Site pending completion of the Work.

(ii) Following such initial inspection of the Work with Rockland Green described in Section 10.5 A(i), above, the Contractor shall:

(a) Complete or correct the items directed by Rockland Green, and take actions necessary, or that Rockland Green may direct, for the protection and preservation of any stored materials and equipment and completed Work;

(b) Unless otherwise directed by Rockland Green pursuant to Section 10.5 (B)(i) below, remove its tools, equipment and construction machinery from the Site, and

(c) Except as directed by Rockland Green in Section 10.5 (B)(ii) below, terminate all existing Subcontracts and purchase orders related to the Work and enter into no further Subcontracts or purchase orders therefor. To the extent that Rockland Green elects to take legal assignment of Subcontracts and purchase orders as set forth in 10.5(B)(ii), the Contractor shall execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Contractor, as Rockland Green may require for the purpose of fully vesting in Rockland Green the rights and benefits of the Contractor under such Subcontracts or purchase orders. All Subcontracts and purchase orders entered into by the Contractor shall contain provisions allowing for assignment to Rockland Green as described herein.

B. Action by Rockland Green Following Notice. Following written notice from Rockland Green of termination, Rockland Green may:

(i) Take possession of the Site and of all materials and equipment thereon;

(ii) Accept assignment of Subcontracts and purchase orders that are elected by Rockland Green to be assigned to it;

(iii) Complete the Work by whatever reasonable method Rockland Green may deem expedient; and

(iv) Exercise any rights under the Contractor's Performance Bond, Payment Bond, and any other applicable security instrument of the Contractor.

C. Cost of Terminating Subcontracts. Rockland Green shall not compensate the Contractor for the cost of terminating Subcontracts if this Contract is terminated.

ARTICLE XI.
DISPUTE RESOLUTION AND LITIGATION

SECTION 11.1 MEDIATION. Claims or other matters in controversy arising out of or related to this Contract may be subject to non-binding mediation prior to binding dispute resolution, if the Parties agree in writing to mediate. Unless the Parties agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect at the time of the mediation. A request by a Party for mediation shall be made in writing to the other Party. The Parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreement in any court having jurisdiction thereof.

SECTION 11.2 FORUM SELECTION AND CONSENT TO JURISDICTION, WAIVER OF RIGHT TO REMOVE. All Legal Proceedings related to this Contract or to the Project or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively filed, tried and maintained in the New York State Supreme Court located in Rockland County, New York. The Contractor and Rockland Green each expressly and irrevocably waive any right otherwise provided by any Applicable Law to remove the matter to any other state or federal venue, consents to the jurisdiction of such courts in any such Legal Proceeding, waive any objection it may have to the laying of the jurisdiction of any such Legal Proceeding, and waive its right to a trial by jury. Each party shall bear its own costs of such litigation, except as otherwise provided herein or by law. Neither party shall be compelled to participate in any form of arbitration, whether commenced by the other party or by a third party such as a Subcontractor, supplier or consultant.

ARTICLE XII.
INSURANCE, SECURITY FOR PERFORMANCE, INDEMNIFICATION, AND
UNCONTROLLABLE CIRCUMSTANCES

SECTION 12.1 REQUIRED INSURANCE. At all times during the Term, the Contractor shall obtain and maintain the Required Insurance in accordance with Appendix D hereto and shall pay all premiums and deductibles with respect thereto as the same become due and payable. The Contractor shall also require all of its Subcontractors working at the Site to secure and maintain the Required Insurance and other financial sureties required by Applicable Law in connection with their presence at the Site and the performance of their duties. The failure of the Contractor to obtain and maintain any Required Insurance shall not relieve the Contractor of its liability for any losses intended to be insured thereby. Should any failure to provide continuous insurance coverage occur, the Contractor shall indemnify and hold harmless Rockland Green in the manner provided in Section 12.3 hereof, from and against any Loss-and-Expense arising out of such failure.

SECTION 12.2 SECURITY FOR PERFORMANCE.

A. Performance and Payment Bonds. The Contractor shall provide financial security for the performance of its obligations and prompt payment of moneys that are due to all persons furnishing labor and materials hereunder through a Performance Bond and a Payment Bond each issued by a surety company: (1) approved by Rockland Green having a rating of "A" in the latest revision of the A.M. Best Company's Insurance Report; (2) listed in the United States

Treasury Department's Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies"; and (3) properly registered and licensed to conduct business in the State of New York. The Performance Bond and the Payment Bond shall each be issued in the amount of the Contract Price. The Performance Bond and the Payment Bond shall be substantially in the applicable form prescribed by Rockland Green and will be attached hereto as Transaction Agreements 1 and 2, respectively, to this Contract. A copy of the Performance Bond and the Payment Bond shall be kept by Rockland Green and shall be open to public inspection. The penal sum of each bond required under this Section shall be in the full amount of the Contract Price.

SECTION 12.3 INDEMNIFICATION BY THE CONTRACTOR.

A. To the full extent permitted by law, the Contractor shall indemnify and hold harmless Rockland Green and its directors, employees, representatives, agents, contractors, (each, a "Rockland Green Indemnitee"), from and against (and pay the full amount of) any and all Loss-and-Expense incurred by a Rockland Green Indemnitee to third-parties arising from or in connection with (or alleged to arise from or in connection with): (1) any failure by the Contractor to perform its obligations under this Contract; (2) the negligent acts, errors or omissions or willful misconduct of the Contractor or any of its officers, directors, employees, agents, representatives or Subcontractors in connection this Contract; and (3) to the extent provided elsewhere in this Contract.

B. The Contractor's indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events.

C. A Rockland Green Indemnitee shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder. These indemnification provisions are for the protection of Rockland Green and any Rockland Green Indemnitee only and shall not establish, of themselves, any liability to third parties. This indemnification obligation shall include, but is not limited to, all claims against Rockland Green by an employee or former employee of the Contractor or any Subcontractor, and the Contractor expressly waives all immunity and limitation on liability under any industrial insurance act, other workers' compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such a claim. The provisions of this Section shall survive termination of this Contract.

D. The Contractor shall also ensure that all of its Subcontracts include the Subcontractor Indemnification language that is included in Appendix D, Required Insurance hereto.

SECTION 12.4 UNCONTROLLABLE CIRCUMSTANCES. Except as otherwise provided herein, neither party shall be liable to the other for any failure or delay in the performance of any obligation under this Contract to the extent such failure or delay is resulting from the occurrence of an Uncontrollable Circumstance.

A. Notice and Mitigation. The party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other party immediately by electronic mail upon first knowledge of the occurrence of the Uncontrollable Circumstance, followed within three (3) days

by a complete written description of: (1) the Uncontrollable Circumstance and the cause thereto (to the extent known); and (2) the date the Uncontrollable Circumstance began, its estimated duration, the estimated time during which the performance of such party's obligations hereunder will be delayed, or otherwise affected. As soon as practicable after the occurrence of an Uncontrollable Circumstance, the affected party shall also provide the other party with a description of: (1) the amount, if any, by which the Project Schedule is proposed to be adjusted as a result of such Uncontrollable Circumstance; (2) its estimated impact on the other obligations of such party under this Contract and on the obligations of any Subcontractors; and (3) potential mitigating actions which might be taken by the Contractor or Rockland Green. The affected party shall also provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as practicable, use all reasonable efforts to eliminate the cause therefor, reduce costs and resume performance under this Contract. While the Uncontrollable Circumstance continues, the affected party shall give notice to the other party, before the first day of each succeeding week, updating the information previously submitted. The party claiming to be adversely affected by an Uncontrollable Circumstance shall bear the burden of proof, and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other party.

B. Conditions to Schedule Relief. In the event that the Contractor believes it is entitled to any schedule relief on account of any Uncontrollable Circumstance, it shall furnish Rockland Green written notice of the specific schedule relief requested and detailing the event giving rise to the claim within fifteen (15) days after the giving of notice of the first knowledge of the Uncontrollable Circumstance, or if the specific schedule relief cannot reasonably be ascertained and such event detailed, with such fifteen (15) day period, then within such longer period with which it is reasonably possible to detail the event and ascertain such relief. Within thirty (30) days after receipt of such a timely submission from the Contractor, Rockland Green shall issue a written determination as to the extent, if any, it concurs with the Contractor's claim for performance or schedule relief, and the reasons therefor. The Contractor acknowledges that its failure to give reasonable and timely notice pertaining to an Uncontrollable Circumstance as required under this Section may increase the cost of the Uncontrollable Circumstance to Rockland Green. To the extent the Contractor's failure to give reasonable and timely notice to Rockland Green causes Rockland Green to incur additional costs related to the Uncontrollable Circumstance, the Contractor shall be responsible for such additional cost. The Contractor shall have the affirmative burden of refuting Rockland Green's assertion. Absent such refutation, Rockland Green's additional costs shall immediately become due from the Contractor.

C. Acceptance of Relief Constitutes Release. The Contractor's acceptance of any performance or schedule relief under this Section shall be construed as a release of Rockland Green by the Contractor (and all persons claiming by, through, or under the Contractor) of any and all Loss-and-Expense resulting from, or otherwise attributable to, the event giving rise to the relief claimed.

ARTICLE XIII. WARRANTY

SECTION 13.1 WARRANTY. The Contractor warrants to Rockland Green that the Work, and all materials, equipment, and structures furnished or fabricated, shall (i) be new, of recent manufacture and of high quality, (ii) conform to the requirements of this Contract, (iii) be free of defects in materials, equipment, and workmanship, and (iv) meet the Specifications during the Warranty Period (the “Warranty”). The Warranty Period is the period commencing on the date of Final Completion and continuing through one-year unless otherwise extended as provided herein.

A. Call-Back Obligations. If, at any time during the Warranty Period, any of the Work is found to be malfunctioning, defective or otherwise not in accordance with the requirements of this Contract, the Contractor or its Subcontractor shall correct it promptly after receipt of written notice from Rockland Green to do so. Rockland Green shall give such notice promptly after discovery of the condition. The Contractor shall respond to service calls from Rockland Green within three (3) business days. Such response shall require that a competent representative or representatives of the Contractor, inspect the Site and, while on Site, either correct the problem or initiate a course of action that will fully correct the problem within a reasonable period of time in accordance with Good Engineering and Construction Practice and the specific requirements of this Article. The time period for correction shall not exceed ten (10) days; provided, however, that if such time periods are not practicable in accordance with Good Engineering and Construction Practice, then the time period for correction shall be the minimum amount of time required in accordance with Good Engineering and Construction Practice. Before any necessary correction, repair or replacement of facilities is initiated by the Contractor, a plan indicating the scope and schedule for such work shall be approved by Rockland Green. In the event of a latent, hidden, or not readily observable defect in the design, materials or workmanship or deviation from this Contract, the Warranty shall extend for an additional one (1) year from the date of discovery of such defect, deviation or condition.

B. Full-Scale Inspection. The one-year warranty on workmanship set forth in Section A above includes a full-scale inspection by the Contractor at the end of the Warranty Period, as well as any required work identified during the inspection, including labor and materials.

C. Right of Rockland Green to Proceed with Corrective Action; Contractor Liability. If the Contractor fails to commence and complete the steps set forth in subsections (A) or (B) of this Section within the required time frames, in addition to any other remedies provided under this Contract, the Security Instruments or Applicable Law, Rockland Green may commence and complete the full-scale inspection and the correction of any nonconforming Work with its own forces or with third party contractors.

D. Subcontractors. The Contractor shall obtain from all Subcontractors, vendors, suppliers and other persons from which the Contractor procures structures, improvements, fixtures, machinery, equipment and materials to be incorporated in the Work such warranties and guarantees as are normally provided with respect thereto and as are specifically required in the Specifications, each of which shall be assigned to Rockland Green to the full extent of the terms thereof.

E. Manufacturers' Warranties. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Rockland Green with greater warranty rights than set forth in this Article or the Contract Documents. The Contractor will provide Rockland Green with all manufacturers' warranties upon Final Completion. All warranties and guarantees shall commence on the date of Final Completion. Any manufacturer's warranties extending longer than one year shall remain in effect for the full warranty period.

F. No Period of Limitation on Other Obligations. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations that the Contractor has under this Contract or under Applicable Law with respect to the Work. The Warranty is not intended to constitute a period of limitations for any other rights or remedies Rockland Green may have regarding Contractor's other obligations under the Contract Documents.

G. Extension of Warranty. The "call-back" obligations set forth in this Section shall apply to all Work re-done or corrected pursuant to this Contract. The "call-back" obligations for re-done or corrected elements of the Work shall extend beyond the Warranty Period, if necessary, to provide a one (1) year period following acceptance by Rockland Green of such re-done or corrected Work.

H. Contractor Reliance on Manufacturers' Warranties During Call-Back Period. During the period in which the call-back obligations set forth in this Section are in effect, the Contractor (or Rockland Green) shall be permitted to enforce all warranties provided by manufacturers, suppliers and other third parties, if any. Notwithstanding the applicability or effectiveness of such warranties, the Contractor shall be required to comply with all the requirements set forth in this Section.

I. Compensation. The Contractor acknowledges that the Contract Price contains the entire compensation due the Contractor for any and all warranty work to be performed by the Contractor or its Subcontractors or agents pursuant to this Article including overhead and profit, except as otherwise provided. In the event any amounts are required to be paid to third-parties to perform warranty work pursuant to this Article, payment of such amounts shall be the responsibility of the Contractor.

J. Warranty not Exclusive. The warranty set forth in this Article is in addition to, and not in limitation of, any other warranties, rights and remedies available under this Contract or Applicable Law, and shall not limit the Contractor's liability or responsibility imposed by this Contract or Applicable Law with respect to the Work, including liability for design defects, latent construction defects, strict liability, negligence or fraud. The provisions of this Article shall survive the termination of this Contract.

K. No Limitation of Third Party Warranties. Nothing in this Contract is intended to limit any third party warranty that provides Rockland Green with greater warranty rights than those provided under this Article.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

SECTION 14.1 RELATIONSHIP OF THE PARTIES. The Contractor is an independent contractor of Rockland Green and the relationship between the Parties shall be limited

to performance of this Contract in accordance with its terms. Neither Party shall have any responsibility with respect to the services to be provided or contractual benefits assumed by the other Party. Rockland Green has no responsibility for performing any of the Contract Services and has no responsibility for means, methods or approaches used in connection with performance of any of the Contract Services by the Contractor or others. Rockland Green has no responsibility for any construction safety plans or safety inspections, including the enforcement of safety precautions associated with the Contractor's Work. Nothing in this Contract shall be deemed to constitute either Party a partner, agent or legal representative of the other Party. No liability or benefits, such as workers' compensation, pension rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to any Party's agent or employee as a result of this Contract or the performance thereto.

SECTION 14.2 CERTAIN OBLIGATIONS TO SURVIVE TERMINATION. Warranties, representations, indemnification obligations and other continuing obligations explicitly stated herein, survive acceptance of the Work under this Contract and termination of this Contract; and do not relieve the Contractor of the Contractor's obligations hereunder.

SECTION 14.3 NO WAIVERS. No action of Rockland Green or Contractor pursuant to this Contract (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Contract. No course of dealing or delay by Rockland Green or Contractor in exercising any right, power or remedy under this Contract shall operate as a waiver thereto or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of Rockland Green or the Contractor under this Contract shall preclude any other or further exercise thereto or the exercise of any other right, power or remedy. The above notwithstanding, any of the terms, covenants, and conditions of this Contract may be waived at any time by the party entitled to the benefit of such term, covenant or condition if such waiver is in writing and executed by the party against whom such waiver is asserted.

SECTION 14.4 ACTIONS OF ROCKLAND GREEN IN ITS GOVERNMENTAL CAPACITY. Nothing in this Contract shall be interpreted as limiting the rights and obligations of Rockland Green in its governmental or regulatory capacity.

SECTION 14.5 ASSIGNMENT. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or of the Contractor's right, title, or interest herein, (including without limitation through a sale of assets or ownership interest, merger, consolidation or other change of control) to any third party, or assign all or any of the portion of compensation that may be due or become due under the terms hereof to any other person or corporation, without the previous consent in writing of Rockland Green. If the Contractor violates this Section, Rockland Green shall have the right, in its sole discretion, to terminate this Contract without prior notice and without a cure period, and in the event of such termination, the Contractor shall forfeit all monies earned hereunder. Rockland Green may, without the consent of the Contractor, make assignments, create such security interests in its rights hereunder and pledge such monies receivable hereunder as may be required in connection with the issuance of bonds.

SECTION 14.6 CHANGE IN OWNERSHIP OF CONTRACTOR OR A PARENT COMPANY. The Contractor shall provide Rockland Green with five (5) days' prior written notice of any change of any nature in the ownership (which includes the ownership structure) of the Contractor or any parent, subsidiary or Affiliate thereof, including without limitation any transfers of shares of stock, membership or other ownership units of the Contractor, parent subsidiary or Affiliate. In addition, if the Contractor is a privately held company, the Contractor shall provide Rockland Green with five (5) days' prior written notice of any changes in the officers, principals or directors of the Contractor. Subsequent to any such notices, the Contractor shall provide upon request of Rockland Green any reasonable information requested by Rockland Green related to such change in ownership (which includes the ownership structure), officers, principals or directors. At any time within five (5) days following Rockland Green's receipt of such supporting information, Rockland Green shall have the right to terminate this Contract upon thirty (30) days' notice to the Contractor. In the event of a violation of this Section by the Contractor, Rockland Green shall have the right in its sole discretion to terminate this Contract without prior notice or cure period, and in the event of such termination, the Contractor shall forfeit all monies earned hereunder.

SECTION 14.7 BINDING EFFECT. This Contract shall inure to the benefit of and shall be binding upon Rockland Green and the Contractor and any assignee acquiring an interest hereunder consistent with Section 14.5 hereof.

SECTION 14.8 AMENDMENT AND WAIVER. This Contract may not be amended except by a written agreement signed by the Parties. Any of the terms, covenants, and conditions of this Contract may be waived at any time by the Party entitled to the benefit of such term, covenant or condition if such waiver is in writing and executed by the Party against whom such waiver is asserted.

SECTION 14.9 NON-DISCRIMINATION. The Contractor, a Subcontractor or a supplier, shall not discriminate nor permit discrimination by any of their respective officers, employees, Subcontractors, agents and representatives against any person because of age, race, color, religion, gender, national origin, sexual orientation, or, with respect to otherwise qualified individuals, handicap. The Contractor will take all actions reasonably necessary to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their age, race, color, gender, religion, sexual orientation, national origin or, with respect to otherwise qualified individuals, handicap. Such action shall include, without limitation, recruitment and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor shall impose the non-discrimination provisions of this Section by contract on all Subcontractors hired to perform work related to the Contract Services and shall take all reasonable actions necessary to enforce such provisions. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION 14.10 NO THIRD PARTY RIGHTS CREATED. The Contract Documents are not to be construed to create a contractual relationship of any kind other than between Rockland Green and the Contractor. No third-party rights are intended, created, or provided, either expressly

or by implication by the terms and conditions of this Contract. The terms and conditions of this Contract are expressly limited to benefit the parties hereto.

SECTION 14.11 NOTICES.

A. Procedure. Unless otherwise specifically provided for elsewhere in this Contract, all notices, requests, approvals and other communications required or permitted under this Contract shall be in writing and shall be deemed to have been duly given: (1) when delivered personally; (2) when sent by a nationally-recognized overnight courier service; (3) when mailed by certified or registered mail, return, receipt requested, postage prepaid; or (4) when sent by email, provided that a copy of the email is also sent by one of the methods listed above (except that email shall be sufficient if the recipient confirms receipt in writing, including by return email). Notice sent by email shall be deemed to have been given on the date sent if sent during normal business hours of the recipient, or on the next business day if sent after normal business hours. Notices shall be deemed given only when actually received. Either Party may, by like notice, designate further or different addresses to which subsequent notices shall be sent.

B. Contractor Notice Address. Notices required to be given to the Contractor shall be addressed as follows:

$$\begin{bmatrix} \\ \\ \\ \end{bmatrix}$$

C. Rockland Green Notice Address. Notices required to be given to Rockland Green shall be addressed as follows:

Executive Director
Rockland Green
172 Main Street
Nanuet, New York 10954

With a copies to:

General Counsel
Rockland Green
172 Main Street
Nanuet, New York 10954

West Group Law PLLC
81 Main Street, Suite 510
White Plains, NY 10601
Attn: Stephanie Kosmos, Esq.

SECTION 14.12 NOTICE OF LITIGATION. In the event the Contractor or Rockland Green receives notice of or undertakes the defense or the prosecution of any Legal Proceedings, claims, or investigations in connection with the Project, the Party receiving such notice or undertaking such prosecution shall give the other Party timely notice of such proceedings and shall inform the other Party in advance of all hearings regarding such proceedings.

SECTION 14.13 COUNTERPARTS. This Contract may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same agreement.

SECTION 14.14 FURTHER ASSURANCES. Rockland Green and Contractor each agree to execute and deliver such further instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Contract. Rockland Green and the Contractor, in order to carry out this Contract, each shall use all commercially reasonable efforts to provide such information, execute such further instruments and documents and take such actions as may be reasonably requested by the other and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from or in excess of or in addition to those expressly provided for this Contract. By way of example and not limitation, upon reasonable request of Rockland Green, the Contractor shall supply an affidavit that the Work and/or Site is free of all liens and encumbrances, including liens for any taxes which are due and required to be paid by the Contractor (other than liens required or contemplated by this Contract).

[signature page follows]

IN WITNESS WHERETO, the Parties have caused this Contract to be executed by their duly authorized representatives as of the day and year first above written.

ROCKLAND GREEN

By: _____
Gerard M. Damiani, Jr.
Executive Director

[_____]

By: _____
Name:
Title:

**APPENDICES TO THE
CONTRACT FOR
THE BUILD-OUT OF A NEW ANIMAL SHELTER
LOCATED AT
427 BEACH ROAD, HAVERSTRAW, NEW YORK**

APPENDIX A	CONTRACT DRAWINGS
APPENDIX B	SPECIFICATIONS
APPENDIX C	CONTRACT PRICE
APPENDIX D	REQUIRED INSURANCE
APPENDIX E	PREVAILING WAGE SCHEDULE
APPENDIX F	PROJECT SCHEDULE

APPENDIX A
CONTRACT DRAWINGS

[To be included]

APPENDIX B SPECIFICATIONS

[To be included]

APPENDIX C
CONTRACT PRICE

[To be developed]

APPENDIX D REQUIRED INSURANCE

Prior to the Notice to Proceed and throughout the term of the Contract, the Contractor shall maintain insurance issued by an insurance carrier satisfactory to Rockland Green to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury, including injury to the applicable Contractor's employees or employees of such Contractor's Subcontractors, or damage. Such insurance shall be maintained at the Contractor's sole expense.

The Contractor shall obtain and maintain throughout the term of the Contract the following types and minimum amounts, not including deductible, of insurance:

- Commercial general liability and property damage insurance with broad form blanket contractual liability and products and completed operations coverage, shall be not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - Prohibited exclusion(s), including but not limited to (1) 'gravity related' injuries; (2) injuries sustained by an employee of an/any insured; (3) liability assumed by contract (4) height limitation or (5) territory restriction; and
 - Insurance must apply on a Per-Project basis; and
 - No Labor Law or Third-Party Action Over Exclusions;
- Commercial comprehensive automobile liability endorsed for any automobile (owned and non-owned) with minimum limits for combined property damage and bodily injury of \$1,000,000 per occurrence
- Worker's compensation coverage in the statutory amounts required by New York State Law;
- Employer's liability insurance required by New York State law covering all of the employees of the Contractor at Rockland Green 's facility;
- Excess liability above the commercial general liability and automobile liability shall not be less than \$10,000,000 per occurrence and \$10,000,000 general aggregate, the Umbrella must be excess over the General Liability, Automobile Liability and Employers Liability and
- Pollution liability, if applicable, shall not be less than \$5,000,000.
- Professional liability, if applicable, shall not be less than \$5,000,000.

1. The commercial general liability, excess liability, professional liability, and pollution liability shall be kept in force for a period of one (1) year following the end of the contract period.

2. Additional Insureds. The Contractor will name Rockland Green, the County, and their officers, agents, employees, and consultants as additional named insureds on a primary, non-contributory basis (the “Additional Insureds”) for Ongoing and Completed Operations on all insurance policies required herein, other than workers’ compensation and employer liability coverage. Such coverage must be provided using the 04/13 versions of ISO Form CG 20 10 and CG 20 37 or equivalent. The Contractor will waive the subrogation rights of its various insurance carriers in favor of Rockland Green via CG 20 04 or equivalent.

3. Insurance Certificates and Policies. Insurance and any renewals thereof will be evidenced by certificates of insurance (the “Certificates”) and copies of all insurance policies and endorsements 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 Contract commencement. 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 for all policies.

4. Non-Recourse Provision. 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 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. Deductibles. Deductibles shall not exceed \$10,000.

6. Subcontractors. The Contractor will be responsible for ensuring that all Subcontractors which are working at the Site secure and maintain all insurance coverages hereunder and other financial sureties required by Applicable Law in connection with their presence and the performance of their duties at or concerning the Work. The Contractor will furnish Rockland Green with Subcontractors’ Certificates and policies for review and approval prior to beginning.

7. Specific Provisions for Comprehensive General Liability Insurance. Comprehensive General Liability insurance, as required hereunder, 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. Specific Provisions for Worker's Compensation Coverage. 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. Changes in Insurance Coverage. The insurance listed herein are the minimum coverages permitted, except that Rockland Green may decrease or omit the coverages specified at any time in its sole discretion. If Rockland Green decreases such coverage, any cost savings will be credited to the benefit of Rockland Green.

10. Qualifications of Insurers. The Contractor is required to obtain the insurance set forth in this Appendix 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.

11. Subcontractor Indemnification. The Contractor shall include the following language in all Subcontracts.

To the fullest extent permitted by law, the Subcontractor agrees to indemnify, defend and hold harmless the Contractor as well as all parties listed below as additional insureds, their officers, directors, agents, employees and partners (hereafter collectively "Indemnitees") from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof brought against any of the Indemnitees by any person or entity, arising out of or in connection with or as a result or consequence of the performance of the Work of the Subcontractor, as well as any additional work, extra work or add-on work, whether or not caused in whole or in part by the Subcontractor or any person or entity employed, either directly or indirectly by the Subcontractor including any subcontractors thereof and their employees. The parties expressly agree that this indemnification agreement contemplates 1) full indemnity in the event of liability imposed against the Indemnitees without negligence; and 2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim which negligence is expressly excepted from the Subcontractor's obligation to indemnify. Attorneys' fees, court costs, expenses and disbursements shall be defined without limit to include those fees, costs, etc. incurred

in defending the underlying claim and those fees, costs, etc. incurred in connection with the enforcement of this Subcontract Agreement. Indemnification under this Agreement shall operate whether or not Contractor has placed and maintained the insurance required under this agreement. The Subcontractor shall cause all subcontract agreements it enters into to include this indemnification clause so as to ensure that Contractor and all Indemnitees hereunder shall have the same protection from sub-subcontractors as is afforded by the Subcontractor.

APPENDIX E
PREVAILING WAGE SCHEDULE

[To be included]

APPENDIX F
PROJECT SCHEDULE

[To be developed]

TRANSACTION AGREEMENTS

1. Performance Bond
2. Payment Bond
3. Project Labor Agreement

TRANSACTION AGREEMENT 1

[PERFORMANCE BOND FORM]

Bond No. _____

KNOW ALL MEN BY THESE PRESENT, that we, [CONTRACTOR] with a place of business at _____ as principal (the “Principal”), and [_____] a [_____] qualified to do business in the State of New York, with a place of business at [_____] as Surety (the “Surety”), are held and firmly bound unto the Rockland County Solid Waste Management Authority a/k/a Rockland Green as Obligee (the “Obligee”), in the sum of [_____] dollars (\$) lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of [_____] and entitled the Contract for the Build Out of a New Animal Shelter located at 427 Beach Road, Haverstraw, NY (the “Contract”).

NOW THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors or suppliers under said Contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms, and conditions of said Contract on their part to be kept and performed during the original term of said Contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said Contract, (notice to the Surety of such modifications, alterations, changes or additions being hereby waived), the obligations of the Surety set forth herein shall become null and void only if such completion of the Contract is expressly acknowledged in writing by the Obligee; otherwise such obligations shall remain in full force and virtue.

WHENEVER the Principal shall be declared by the Obligee to be in default under the Contract, the Obligee having performed the Obligee’s material obligations thereunder, at the Obligee’s option as declared in writing, the Surety shall promptly remedy the default whatever it may be or shall promptly perform the Contract in accordance with all of its terms and conditions. To the extent that the Obligee elects to not have the Surety remedy the default nor promptly perform the Contract, the Surety shall make payment to the Obligee up to the Penal Sum of this instrument.

IN THE EVENT the Contract is abandoned by the Principal, or is terminated by the Obligee under the applicable provisions of the Contract, the Surety hereby further agrees that the Surety shall, if requested in writing by the Obligee promptly take all such actions as is necessary to complete said Contract in accordance with its terms and conditions. To the extent that the Obligee elects not to require the Surety to take all such actions as are necessary to complete said Contract, the Surety shall make payment to the Obligee up to the Penal Sum of this instrument.

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this _____ day of _____, 2024.

PRINCIPAL

SURETY

[Name and Seal]

[Name and Seal]

[Title]

[Title]

[Address]

[Address]

[Phone]

[Phone]

Attest: _____

Attest: _____

The rate of the Bond is _____% of the first \$_____ and _____% for the next \$_____. The total premium for this Bond is \$_____.

TRANSACTION AGREEMENT 2

[PAYMENT BOND FORM]

Bond No. _____

KNOW ALL MEN BY THESE PRESENT, that we [CONTRACTOR] with a place of business at _____ as principal (the “Principal”), and [_____]], a [_____]] qualified to do business in the State of New York, with a place of business at [_____]] as Surety (the “Surety”), are held and firmly bound unto Rockland County Solid Waste Management Authority a/k/a Rockland Green as Oblige (the “Obligee”), in the sum of [_____] Dollars (\$) lawful money of the United States of America, to be paid to the Oblige, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Oblige, bearing the date of [_____]], and entitled the Contract for the Build Out of a New Animal Shelter located at 427 Beach Road, Haverstraw, NY (the “Contract”).

NOW, THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors under said Contract shall promptly pay for all labor performed or furnished and for all materials used or employed in said Contract (including any amendments or modifications thereto, notice to the Surety of such amendments or modifications being hereby waived) and defends, indemnifies and holds harmless the Oblige from claims, demands, liens or suites by any person or entity seeking payment for labor, materials or equipment furnished for use in performance of the Contract, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

The Surety’s obligation to the Oblige under this Bond shall arise after the Oblige provides notice to the Principal and Surety of claims, demands, liens or suits against the Oblige or the Oblige’s property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract.

The Surety shall promptly and at the Surety’s expense defend, indemnify and hold harmless the Oblige against any duly tendered claim, demand, lien or suit against the Oblige or the Oblige’s property.

IN WITNESS WHEREFORE, the Principal and Surety have hereto set their hands and seals this _____ day of _____, 2024.

PRINCIPAL

SURETY

[Name and Seal]

[Title]

[Address]

[Phone]

Attest: _____

[Name and Seal]

[Title]

[Address]

[Phone].....

Attest: _____

The rate of the Bond is _____% of the first \$_____ and _____% for the next
\$_____. The total premium for this Bond is \$_____.

TRANSACTION AGREEMENT 3
PROJECT LABOR AGREEMENT

**ATTACHMENT 5
TO
ADDENDUM 2 TO RFP 2024-01**

SITE VISIT AND MEETING ATTENDANCE LIST

*Attached hereto is a list of the parties who attended the Site visit and meeting that Rockland
Green held on August 7, 2024*

Rockland Green/ RCSWMA
RFP # 2024-01 For The Build-Out Of A New Animal Shelter
Mandatory Site Visit 10:00 a.m.

Contact Name & Title	Company	Phone Number & E-mail
TERRY DIMINNI	Rockland Green	
Alma O'Hanell	Rockland Green	
Jesus Rodriguez	ACS	347-607-8919 Jesus.Rodriguez@acssystem.com
JEREMY APOTHEKE	ROCKLAND GREEN	
PAUL GLADYSZ	BDA ARCHITECTURE	
JOSEPH FURTADO	Joe Lombardo P.O.H	Joe@JosephLombardo.Com 845-357-6537
JIMMY JOHN	A&J CONST & ENG, INC	JIMMYJOHNPI@GMAIL.COM
M. SANDHU	Olympic contracting	WESTN22840@aol.com
Brandon K.	Neelam Const	INFOroofusa@gmail.com

Joe Piazza	Piazza Inc	914-741-4435 Frances@Piazzabrothers.com
Bill Winchester	HUSH Electric	WinchesterW@HushCorp.com
Tom CimaHosky	KEY Const.	TCIMAHOSKY@CONTACTKCS.COM
Al Torreggiani	Key Const	adtecontactkcs.com
YUGSRESTHA DAS	OCS INDUSTRIES INC.	pdas@ocsindustries.com estimating@ocsindustries.com
Noel Vaz	North Star Corp	info clean usa@gmail.com
Keith Ackerson	Ican Const. Gr. Inc.	KACKERSON@icaneg.hc.com
PETER GIFFORD	ANDRON CONST. CORP	914-301-9113 PGIFFORD@ANDRONCC.COM
JIM POWDERLY	NORCO Construct	917-572-6663 JAMES@NORCONY.COM

Sign-In Sheet
 Rockland County Solid Waste Management Authority d/b/a Rockland Green
 Pre-Bid-RFP-2024-01-THE BUILD-OUT OF A NEW ANIMAL SHELTER
 August 7, 2024 @ 11AM

Name

Company

e-mail/ phone number

Mark Puldowel

Worth Construction

chiefestimator@worthconstruction.com

JEFF HEATH

EDR

jheath@edr-dpc.com

Ty Stein

E-J Electric Installation Co.

tstein@ej1899.com

Chris Winter

Andron Construction

Cawinter@androncc.com

Robert McCarthy

Hever & Co.

Rmccarthy@heverandcompany.com

Sanjin Patel

K G Construction Services

Sgati@kgconstruction.net

JACOB JORDAN

BUTLER CONSTRUCTION

ESTIMATING@BUTLERCONSTRUCTIONGROUP.COM
 716-374-3085

Paul Imbride

EW Howell Co., LLC

pimbride@ewhowell.com

**ATTACHMENT 6
TO
ADDENDUM 2 TO RFP 2024-01**

REFORMATTED PROPOSAL FORMS 3-5

***Rockland Green hereby provides reformatted Proposal Forms 3-5 to the RFP
(Proposal Form 3: Qualifications Form,
Proposal Form 4: Affidavit of Non-Conclusion, and
Proposal Form 5: Disclosure Affidavit)
Proposers must submit these reformatted Proposal Forms with their Proposals.
All other Proposal Forms remain unchanged.***

Rockland Green

Request for Proposals for the Build Out of a New Animal Shelter located at 427 Beach Road in
Haverstraw, NY

RFP 2024-01

PROPOSAL FORM 3
QUALIFICATIONS FORM

Contractor and all Subcontractors must complete this Qualifications Form in its entirety. Failure to complete and submit this Qualifications Form may result in the Contractor being deemed non-responsive and, consequently, not eligible to participate further.

A. General Information

1. Company Name: _____

2. Address: _____

3. Telephone: _____

4. Contact Person: _____

Contact person's contact information:

Title: _____

Telephone Number: _____

Fax Number: _____

Email address: _____

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

6. Name of Parent Company, if any: _____

7. Name of Affiliate Companies, if any: _____

8. Identity of Joint Venture Partners, if any: _____

9. Financial References: _____

10. New York Surety: _____

Rockland Green

Request for Proposals for the Build Out of a New Animal Shelter located at 427 Beach Road in
Haverstraw, NY

RFP 2024-01

PROPOSAL FORM 3 (Continued)
QUALIFICATIONS FORM

B. Business Information

1. Brief history of Company (attach additional sheets as necessary):

2. Number of Years in Business: _____ Years
3. Annual Value of contracting work (Range): \$ _____
4. Value of contracts normally accepted: Minimum _____ Maximum _____
5. Current Backlog: _____
6. Number of Employees (Range). _____
7. Type of work (approximate): Industrial _____ % Commercial _____ %
Residential _____ %
8. Do you hold a license for the work (as the work requires) † Yes † No †
N/A
9. Labor relations: Open Union - If Union, local or national agreement? _____
10. Name and address of all partners, key shareholders, principals and/or owners: _____

11. Has Company ever failed to complete any contract awarded to it? _____

If so, where and why for each contract not completed on time:

12. Has any officer or partner of Company ever been an officer or partner of some other
organization that failed to complete a contract? _____

Rockland Green

Request for Proposals for the Build Out of a New Animal Shelter located at 427 Beach Road in
Haverstraw, NY

RFP 2024-01

PROPOSAL FORM 3 (Continued)
QUALIFICATIONS FORM

13. If yes to #12, state name of individual, other organization, reason, and bonding company: _____

14. In what other lines of business is Company directly or indirectly involved? _____

15. With what individual or entities have you been associated as partner or otherwise during the past five (5) years? _____

16. Describe the principal and any secondary nature of your current business: _____

17. 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: _____

18. 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 state or federal laws or regulations? If so state the details and disposition. _____

19. Are you, your partners, joint venturers, parent corporation or subsidiaries a party to any legal actions that may be relevant to your performance of the obligations described in the Proposal? If so, identify these actions: _____

20. 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: _____

21. 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 Company, any Affiliate of the Company, or any key shareholder, officer or director of the Company or any Affiliate thereof. _____

Rockland Green

Request for Proposals for the Build Out of a New Animal Shelter located at 427 Beach Road in
Haverstraw, NY

RFP 2024-01

PROPOSAL FORM 3 (Continued)
QUALIFICATIONS FORM

22. List any and all current investigations, indictments or pending litigation by any Federal, State or local jurisdiction of the Company, any Affiliate of the Company or any key shareholder, officer or director of the Company or any Affiliate thereof.
- _____
- _____
23. 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 Company, any Affiliate of the Company, or any key shareholder, officer or director of the Company or any Affiliate thereof.
- _____
- _____
24. List any and all actions occurring in the past five (5) years that have resulted in the barring from public bidding by the Company, any Affiliate of the Company, or any key shareholder, officer or director of the Company or any Affiliate thereof. _____
- _____
25. List any bankruptcy proceedings in the past five (5) years by the Company, any Affiliate of the Company, or any shareholder, officer or director of the Company or any Affiliate thereof. _____
- _____
26. Are there any judgments, claims, arbitration proceedings or suits pending, current, or outstanding against your organization or its officers? † Yes † No
27. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? † Yes † No

C. Safety Information

28. Workers Compensation Employer Modification Rate for current year and three previous years.
- _____ 2024 _____ 2023 _____ 2022 _____ 2021
29. If you keep OSHA 300 logs please attach a copy of the three most recent years of OSHA 300 logs.
30. Total Recordable Incident Rate (TRIR Rate) for current year and three previous years.
- _____ 2024 _____ 2023 _____ 2022 _____ 2021

Rockland Green

Request for Proposals for the Build Out of a New Animal Shelter located at 427 Beach Road in
Haverstraw, NY

RFP 2024-01

PROPOSAL FORM 3 (Continued)
QUALIFICATIONS FORM

31. Company Safety Contract: _____
32. Has your company been cited with any regulatory (EPA, OSHA, DOH, etc.) citations, violations, or fines within the past three years? (If Yes, then include a copy of the actual citation and provide a detailed explanation of violation with final findings. Attach additional _____ pages as _____ needed.)
- † Yes
- † No
33. Do you have a Health & Safety Orientation Program for new hires?
- † Yes
- † No
34. Do you hold daily/weekly Health & Safety meetings?
- † Yes † No
35. Do you have a Substance Abuse and Firearms Policy in effect? † Yes † No
36. If you use a subcontractor are they required to adhere to your company's safety policies and practices?
- † Yes † No
37. Does your company meet the Project Insurance Requirements? † Yes † No
- If No, then why not?
- _____

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

Authorized Signature

Date

Name & Title

Rockland Green

Request for Proposals for the Build Out of a New Animal Shelter located at 427 Beach Road in
Haverstraw, NY

RFP 2024-01

PROPOSAL FORM 3 (Continued)
QUALIFICATIONS FORM

D. Financial Information (To be signed before a Notary Public)

Attach financial statements, prepared on an accrual basis, in a form which clearly indicates the Company'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 Company)

By: _____

Title: _____

_____ being duly sworn, deposes and says that the financial statement(s) referenced above are a true and accurate statement of Company'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

Rockland Green

Request for Proposals for the Build Out of a New Animal Shelter located at 427 Beach Road in
Haverstraw, NY

RFP 2024-01

PROPOSAL FORM 4
AFFIDAVIT OF NON COLLUSION

NAME OF PROPOSER: _____

BUSINESS ADDRESS: _____

E-MAIL ADDRESS: _____

CERTIFICATION AND SIGNATURE FORM

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this Proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, proposer or potential proposer.
2. Neither the price(s), nor the amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer on this project, and will not be so disclosed prior to proposal opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from proposing on this project, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from proposing or to submit a complementary proposal on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary proposal, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

Signature

Name & Company Position

Company Name

Date Signed

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2024

NOTARY PUBLIC

Request for Proposals for the Build Out of a New Animal Shelter located at 427 Beach Road in Haverstraw, NY
RFP 2024-01

(Proposer must sign this form before a Notary Public)

COUNTY OF _____)

being duly sworn depose and swear under the penalties of perjury:

- (In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporation stock must be listed. Use attached sheet if necessary.)

- or employee of Rockland Green except

3. There is not any State or local officer or employee or a member of Rockland Green interested in such application.

Signature, Name and Title

Sworn to before me this _____ day of _____, _____

Notary Public