

APPENDIX A

DEFINED TERMS

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- Affiliate:** 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:** 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:** 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 local building codes referenced in the Drawings, other 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 the 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, State 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:

Monthly applications from the Contractor to Rockland Green for payment, on the form required by the Specifications, and subject to the Contract.

Architect:

Means BDA Architecture, P.C., Building Design For Animals, LLC, who will serve as Rockland Green's representative during the Project.

Contract:

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

Contract Documents:

The Contract and all of its exhibits and attachments, and any Contract Modifications thereto.

Contract Drawings or Drawings:

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 C.

Contract Price or Contract Sum:

The price to be paid by Rockland Green to the selected Contractor for the performance of the Work.

- Contract Standards:** The standards, terms, conditions, methods, techniques and practices imposed or required by: (i) Applicable Law, (ii) the Specifications, (iii) the Contract 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 in the Contract to be observed by the Contractor.
- Contract Time:** The period of time, including authorized adjustments as addressed in the Contract, allotted in the Contract Documents for completion of the Work.
- Contractor:** The person, partnership, or corporation who enters into the Contract with Rockland Green.
- Contractor Fault:** Means the falsity of any material representation made by the Contractor under the Contract or any breach, failure, non-performance or non-compliance by the Contractor with its obligations thereunder caused by any willful or negligent act, error or omission by the Contractor, its officials, agents, employees, representatives or independent contractors or Subcontractors which materially and adversely affects Rockland Green's performance or rights or obligations under the Contract.
- County:** The County of Rockland, New York.
- Final Completion:** Means the date upon which the Work is complete in accordance with the Contract Documents, including but not

limited to any punch list items, and the submission of all documentation required by the Contract Documents.

Good Engineering and Construction Practice:

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 recognized and 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:

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 general accepted as good in the industry.

Governmental Approval:

All orders of approval, permits, licenses, authorizations, consents, certifications, registrations, exemptions, rulings, entitlements and approvals 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 Work.

Governmental Body:

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.

Insurance Requirement:

Any rule, regulation, code, or requirement issued by any fire insurance rating bureau or any body having similar functions

or by any insurance company that has issued an insurance policy as required under this RFP, as in effect during the Term of the Contract, compliance with which is a condition to the effectiveness of such policy.

Labor and Materials Payment Bond:

Means the bond that guarantees the timely payment by the Contractor for all labor, materials, supplies, implements, machinery and equipment to be furnished with respect to the Work throughout the term of the Contract.

Liquidated Damages:

Those damages payable by the Contractor for a failure to achieve Substantial Completion and/or Final Completion as set forth in the Contract.

Owner:

The Rockland County Solid Waste Management Authority, a/k/a Rockland Green.

Performance Bond:

Means the bond that guarantees the Contractor's timely performance of its obligations under the Contract for the benefit of Rockland Green throughout the term of the Contract.

Prevailing Wage Law:

Articles 8 and 9 of the New York Labor Law, as amended.

Project:

Means the Work procured under this RFP.

Project Labor Agreement:

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.

- Project Schedule:** The schedule that the Proposer intends to follow to achieve Substantial Completion and Final Completion by the required date. The Project Schedule will be agreed upon and included as an exhibit to the Contract.
- Proposal:** A Proposer's submission in response to this RFP.
- Proposal Bond:** Has the meaning set forth in the RFP.
- Proposal Forms:** The forms attached to this RFP, which are to be completed and submitted by the Proposer as part of its Proposal.
- Proposed Alterations:** An optional discussion, provided by Proposers in response to the RFP, of potential proposed alterations and/or improvements to the Drawings and/or Specifications for Rockland Green's consideration. Proposed Alterations must maintain adherence to the standards and requirements set forth in the Standard of Care Act, and may (i) impact the cost to construct the Project, (ii) impact the cost to operate or maintain the Animal Shelter over time, (iii) improve the function of the Animal Shelter; (iv) add value for Rockland Green, the Animal Shelter operator, the employees who will work at the Animal Shelter and/or the animals who will reside there; and/or (v) shorten the construction time period (without jeopardizing the quality of the design), among other proposed alterations.
- Proposer:** The entity(ies) submitting a Proposal for the performance of the Work.
- Rating Service:** Moody's Investors Service, Inc., Fitch, Inc. or Standard & Poor's Rating Services, a division of the McGraw-Hill Companies, Inc., or any of their respective successors and

assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Rating Service" shall be deemed to refer to any other nationally recognized securities rating agency designated by Rockland Green.

Request for Proposals or RFP: This request for proposals document(s) issued by Rockland Green for build-out of the Animal Shelter located at 427 Beach Road, Haverstraw, NY, as amended and supplemented.

Required Insurance: The insurance to be provided and maintained by the Contractor in accordance with Appendix E of this RFP.

Rockland Green or RG CARES: The Rockland County Solid Waste Management Authority a/k/a Rockland Green a/k/a RG CARES.

Rockland Green Fault: Means any breach (including the falsity of any material representation made by Rockland Green under the Contract), failure, non-performance or non-compliance by Rockland Green with its obligations under the 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.

Schedule of Values: The document apportioning the entire Contract Price among the different elements of the Work for the purposes of periodic and final payment.

Scheduled Substantial Completion Date: Means the date upon which the Contractor is required to achieve Substantial Completion in accordance with the Contract.

- Security Instruments:** The Proposal Bond, Performance Bond, Labor and Materials Payment Bond and Required Insurance.
- Site:** The real property owned by Rockland Green, located at 427 Beach Road, Haverstraw, and all ancillary property up to and including the fence line, upon which the warehouse that will be transformed into the new Animal Shelter pursuant to this RFP is located. The Site is more specifically described in Appendix C-1.
- Specifications:** Those Specifications for the Work as set forth in Appendix B.
- State:** The State of New York.
- 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.
- Subcontract:** An agreement between the Contractor and a Subcontractor, or between a Subcontractor and a sub-subcontractor, as applicable.
- Subcontractor:** 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 every subcontractor of whatever tier) for any portion of the Work, whether for the furnishing of labor, materials, equipment, supplies, services, or otherwise in connection with the Work.

Submittals: Sketches, working drawings, shop drawings, studies and analysis, specifications, and calculations as required to adequately perform the Work.

Substantial Completion: The date upon which the Work meets all of the conditions set forth in the Contract for Substantial Completion.

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 the Contract, and that materially interferes with or materially increases the cost or 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 the 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, lightning, 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 Work is being performed; 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 under the Contract;
- (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 Work;
- (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 provided by the Contractor on workmanship for the Work, which includes a full-scale inspection at the end of the Warranty Period.

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 the Contract, all in accordance with the Contract Documents.

**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**
