

**ROCKLAND COUNTY  
SOLID WASTE MANAGEMENT AUTHORITY  
d/b/a  
Rockland Green  
172 Main Street  
Nanuet, NY 10954**

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## **REQUEST FOR PROPOSALS**

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**RFP 2021-19**

**COMPOST STORAGE BUILDING  
PARTIAL ROOF REPLACEMENT  
AT THE  
BIOSOLIDS CO-COMPOSTING FACILITY**

**October 12, 2021**

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## TABLE OF CONTENTS

### RECEIPT CONFIRMATION

### NOTICE TO PROPOSERS

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

### APPENDICES

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

##### Business Proposal Forms

|                           |  |
|---------------------------|--|
| Business Proposal Form 1  | Signature Page   |
| Business Proposal Form 2  | Addenda Acknowledgement Form                                       |
| Business Proposal Form 3  | Exceptions Taken to this Request for Proposals                     |
| Business Proposal Form 4  | Form of Proposal Bond and Consent of Surety                        |
| Business Proposal Form 5  | Letter of Intent Performance and Payment Bonds or Letter of Credit |
| Business Proposal Form 6  | Contractor Qualifications  |
| Business Proposal Form 7  | Statement of Non-Collusion   |
| Business Proposal Form 8  | Disclosure Statement   |
| Business Proposal Form 9  | Affirmative Action Plan  |
| Business Proposal Form 10 | FOIL Acknowledgement Form  |
| Business Proposal Form 11 | Proposer Questions   |
| Business Proposal Form 12 | Disclosure of Contractor Responsibility Statement                  |

##### Price Proposal Forms

Price Proposal Form 1

Request for Proposals RFP 2021-19  
Compost Storage Roof Replacement  
At the Biosolids Co-Composting Facility

**Appendix B – Insurance Requirements**

**Appendix C – Prevailing Wage**

**Appendix D – Technical Specifications (including own Table of Contents)**

**Appendix E – Drawings**

**Appendix F – Draft Contract**

Request for Proposals RFP 2021-19  
Compost Storage Roof Replacement  
At the Biosolids Co-Composting Facility

**RECEIPT CONFIRMATION**

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

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

Mr. Ryan Montal, Assistant to the Executive Director

Rockland Green

172 Main Street

Nanuet, NY 10954

Phone: (845) 753-2200 (Ext. 626)

Fax: (845) 753-2281

Email: [rmontal@rocklandgreen.com](mailto:rmontal@rocklandgreen.com)

Failure to return this form may result in no further communication or addenda regarding this RFP.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

I have received a copy of the above noted Proposal.

\_\_\_\_\_ We will be submitting a Proposal (for RFP #2021-19)

\_\_\_\_\_ We will NOT be submitting a Proposal (please indicate reason)

I authorize Rockland Green to send further correspondence that Rockland Green deems to be of an urgent nature by the following method:

Courier Collect: \_\_\_\_\_ Mail: \_\_\_\_\_

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

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

Request for Proposals RFP 2021-19  
Compost Storage Roof Replacement  
At the Biosolids Co-Composting Facility

**NOTICE TO PROPOSERS**

**RFP 2021-19**

**Compost Storage Partial Roof Replacement at the Biosolids Co-Composting Facility**

NOTICE IS HEREBY GIVEN THAT The Rockland County Solid Waste Management Authority d/b/a Rockland Green is seeking proposals for removal, disposal, and partial roof replacement at the Biosolids Co-Composting Facility located at 400 Torne Valley Road Hillburn, NY 10931.

The Request for Proposal (“RFP”) document # RFP 2021-19 may be obtained from the offices of Rockland Green located at 172 Main Street, Nanuet, NY 10954 between the hours of 9:00 AM and 4:00 PM, Monday through Friday, except holidays, on or after October 12, 2021.

A pre-proposal construction meeting is scheduled for October 18, 2021 at 10:00 a.m. at the Co-composting Facility. Attendance is mandatory. Contact Ryan Montal, Confidential Assistant to the Executive Director, at (845) 753-2200 ext. 626 for details.

Sealed proposals will be received by Rockland Green until November 4, 2021 at 2:00 p.m. local time, in the offices of Rockland Green, located at 172 Main Street, Nanuet, NY 10954. Any proposals not delivered in person should be mailed to Ryan Montal, Confidential Assistant to the Executive Director, Rockland Green, 172 Main Street, Nanuet, NY 10954.

All proposals shall be submitted in sealed envelopes and shall be plainly marked on the outside with the statement “RFP 2021-19” with the Proposer’s name and the title of the RFP. The attention of the Proposers is directed to the applicable federal, state and local law requirements and to the “Affidavit of Non-Collusion” in the proposal forms. Rockland Green encourages the fullest possible utilization of minority and women’s business enterprises (M/WBE’s).

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

**I. PURPOSE OF RFP**

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

**II. BACKGROUND**

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

The purpose of the biosolids co-composting facility is to process wastewater treatment plant residuals from County Wastewater Treatment Plants for reuse as a recyclable compost product (biosolids). The existing process is contained within one dedicated building for the receiving, processing, and curing of the biosolids. The compost is then removed from this building and delivered to an adjacent (separate) “compost storage building”. Here the compost is processed through a trommel screen and stored until the compost is ready for sale as a soil amendment product.

The compost storage building is a pre-engineered metal building approximately 300 ft wide by 90 ft deep. The front side of the building (facing the compost processing building) is open and the roof pitches from front to back. The original building was supplied through Butler Manufacturing circa 1998 and is a Butlerib® Roof System.

Approximately **half** of the existing metal roof has experienced damage and corrosion over its lifespan and needs to be replaced.

### III. SCOPE OF SERVICES SUMMARY

Rockland Green’s objective is to enter into a contract with a contractor to provide the following services:

Partial replacement of the existing metal roof panels (and associated rake end caps) on the Compost Storage Building at the Rockland Green Biosolids Co-composting Facility located at 420 Torne Valley Road, Hillburn, New York. Proposers shall be advised that construction activities will be performed while composting operations continue so coordination of work efforts with the Owner and Facility Operator are essential. All work shall be completed in accordance with the plans and specifications included with this RFP 2021-19.

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

### IV. PROCUREMENT SCHEDULE

|   |                  |
|---|------------------|
| Issuance of RFP <sup>(1)</sup>                      | October 12, 2021 |
| Pre-Proposal Site Visit <sup>(2)</sup>              | October 18, 2021 |
| Deadline for Clarification Questions from Proposers | October 22, 2021 |

Request for Proposals RFP 2021-19  
 Compost Storage Roof Replacement  
 At the Biosolids Co-Composting Facility

|  |                   |
|--|-------------------|
| Rockland Green Response to Clarification Questions | October 27, 2021  |
| Deadline for Submittals <sup>(3)</sup>             | November 4, 2021  |
| Award of Contract                                  | November 18, 2021 |

- (1) Within five (5) business days following the receipt of the RFP package, the Receipt Confirmation Form found at the front of this RFP must be completed and returned to Rockland Green as indicated thereon.
- (2) Pre-Proposal site visit will be held at 10:00 a.m. at the Co-Composting Facility located at 400 Torne Valley Road Hillburn, NY 10931.
- (3) Proposals are due no later than 2:00 p.m. on the Proposal due date. One (1) original and two (2) hard copies of each Proposal shall be submitted in a single envelope, bearing on the outside the name of the Proposer and the name of the procurement.

**V. CONSTRUCTION SCHEDULE**

Time is of the essence for completion of construction activities. It is Rockland Green’s intent to maintain ongoing operations at the Biosolids Co-Composting Facility during the active construction period and site access to the Facility and to the compost storage building will be shared as composting operations continue. However, the intent is to optimize the duration of construction activities so that full operational services may be restored as soon as possible. Therefore, construction activities shall not begin until Proposer has completed or received the following:

1. A fully executed Contract, including all required forms, bonds, and proof of insurance.
2. A written Notice to Proceed from Rockland Green that will formally establish contract dates based on the specified contract duration periods noted below, with initiation from the date of Notice to Proceed to establish the date for Substantial Completion and Final Completion.
3. Submittal of a Construction Progress Schedule as described in the specifications, including expected delivery time for roof panels and associated materials.
4. Submittal of a written Schedule of Values.
5. Submittal of a written schedule (tabular list) for all shop drawing submittals, including prioritization of key submittals where rapid review(s) are requested.
6. Written receipt of all shop drawing approvals from the Authority’s Engineer.
7. Delivery of all roofing materials to the site or written documentation that off-site materials are available on demand with a 24-hour notice.



Request for Proposals RFP 2021-19  
 Compost Storage Roof Replacement  
 At the Biosolids Co-Composting Facility

8. Delivery of all equipment and other temporary facilities associated with mobilization of work crews.
9. Confirmation from Rockland Green that the compost storage building has been sufficiently emptied for access by the Proposer.

Once Rockland Green is satisfied that the above conditions have been met, Rockland Green will issue a written **Notice to Commence Work** that will initiate construction activities and signal the start of modified operations at the Co-Composting Facility. The Contract dates will be established as follows:

|                                    |  |
|------------------------------------|--|
| Notice of Award                    | November 18, 2021                                    |
| Contract Date (Contract Execution) | Within 14 Calendar Days of Notice of Award           |
| Notice to Proceed                  | To Be Determined                                     |
| Notice to Commence Work            | To Be Determined                                     |
| Date of Substantial Completion     | 30 Calendar Days from Notice to Proceed Date         |
| Date of Final Completion           | 30 Calendar Days from Date of Substantial Completion |

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

**VI. COORDINATION WITH ONGOING OPERATIONS**

1. All work activities shall be coordinated with Rockland Green and the Facility Operator. **Work activities shall begin at 8:00 am and end no later than 4:30 pm each working day (after normal operations).** Adjustments or deviations to this daily work schedule can only be approved by Rockland Green.
2. Proposer shall coordinate staging of on-site materials with Rockland Green and the Facility Operator.
3. Work shall not commence until all shop drawings have been approved and all building materials have arrived on site. The goal is to perform work efficiently to minimize disruption to ongoing operations.

**VII. SEQUENCING OF THE WORK**

1. Sequencing of work shall be outlined in the Proposer's schedule.

**VIII. QUESTIONS**

All questions concerning this RFP must be submitted in writing by the deadline in the schedule above, to Ryan Montal at [rmontal@rocklandgreen.com](mailto:rmontal@rocklandgreen.com). Rockland Green will respond to all questions submitted prior to the deadline set forth above.

**IX. PROPOSAL SUBMISSION REQUIREMENTS**

This section contains instructions regarding the required content and organization of the Proposals. All Proposers must provide all required information in the order set forth below. Rockland Green reserves the right to add or delete specific items from the final award or to negotiate modifications to specific items prior to such award.

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

One (1) original and two (2) copies of the proposal shall be submitted. One copy must be clearly marked "original" and must contain all original executed copies. Late proposals will be considered non-responsive and may be returned to the Proposer unopened. NO PROPOSAL will be accepted unless filed on or before the date and at the place designated herein. When sent by mail, the sealed Proposal, marked as above, shall be enclosed in an additional envelope similarly marked and addressed to the person stipulated in the Notice to Proposers. Proposals received prior to the time of opening will be securely kept unopened. Proposals received thereafter will be returned unopened.

All hard copy submittals must be delivered by-hand, regular mail or by a nationally recognized express mail carrier to Rockland Green at the address listed below. The package or box must be clearly marked on the outside with the proposer's name and the statement

Request for Proposals RFP 2021-19  
Compost Storage Roof Replacement  
At the Biosolids Co-Composting Facility

“Response to RFP-2021-18 Enclosed”. The response shall be typed or printed on 8-1/2 inch by 11-inch paper, with a minimum font size of 12.

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

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

#### **X. STATEMENT OF RIGHTS AND GENERAL PROCUREMENT CONDITIONS**

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

1. This RFP does not obligate Rockland Green to contract for any services whatsoever.
2. All costs incurred by a proposer in connection with responding to this RFP, the evaluation and selection process, and any negotiations entered into with Rockland Green will be borne by the proposer, and with the express understanding that no claim can be made for reimbursement from Rockland Green for any associated costs.
3. Rockland Green has the right to cancel this RFP without issuing another RFP.
4. Rockland Green reserves the right to select and enter into negotiations with the proposer(s) who best satisfies the interests of Rockland Green and is most responsive to the RFP, and not necessarily on the basis of price or any other single factor.
5. Any and all responses not received by the deadline for receipt of proposals may be rejected and returned unopened in Rockland Green’s sole discretion.

Request for Proposals RFP 2021-19  
Compost Storage Roof Replacement  
At the Biosolids Co-Composting Facility

6. Rockland Green may select and enter into negotiations with one or more, or none of the proposers whose response best satisfies the interests of Rockland Green and to discontinue and resume such negotiations at any time prior to execution of an agreement.
7. Rockland Green reserves the right to determine in Rockland Green's sole discretion which, if any, proposers are responsive and deemed qualified, and at any time to determine that any or all proposers will not be selected for further consideration.
8. Rockland Green reserves the right to eliminate any proposer who submits an incomplete and inadequate response or is not responsive to the requirements of this RFP.
9. Rockland Green may reject non responsive submissions without evaluation, but also has the right, in its sole discretion, to waive any technicalities, immaterial irregularities or minor noncompliance.
10. Rockland Green reserves the right to reject, for any reason, any and all proposals and components thereof and to eliminate any and all proposers responding to the RFP from further consideration for this procurement.
11. Rockland Green reserves the right to issue additional requests and/or amendments to this RFP and to cancel this RFP at any time.
12. Rockland Green reserves the right to conduct investigations of the proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.
13. Rockland Green reserves the right to conduct interviews with representatives from proposers.
14. Rockland Green reserves the right to conduct clarification discussions, at any time, with one or more proposers, request additional information, and to receive questions from proposers and provide answers as it deems appropriate.
15. Rockland Green reserves the right to modify deadlines.
16. Rockland Green reserves the right to enter into agreements for only portions of the services contemplated by the responses submitted or not to enter into any agreement[s].

17. Neither Rockland Green, its staff, its representative, nor any of its consultants will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluations of responses to this RFP.
18. Rockland Green reserves the right to enter into concurrent or sequential negotiations with two (2) or more proposers.
19. No contract awarded by Rockland Green shall be binding and valid until fully executed by the parties.
20. Rockland Green reserves the right to designate, at any time, one (1) or more proposers with whom it may select to have a full evaluation of their proposal.
21. If a site visit is required, Rockland Green reserves the right to waive the site visit on a case-by case basis.
22. The proposals will constitute formal offers to Rockland Green that are binding on the proposer for 180 calendar days from the submittal date of the proposal.

***Minority and Women's Business Enterprises***

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

***Authority to Do Business in New York***

Any entity formed under the laws of the State of New York must provide a certificate of good standing from the New York Secretary of State, and any entity not formed under the laws of the State of New York must provide a certificate of authority from the New York State Secretary of State to do business in New York in accordance with Article 13 of the New York Business Corporation Law.

***No Discrimination***

The proposers shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability, military status, predisposing genetic characteristics, or marital status and will undertake or continue existing

Request for Proposals RFP 2021-19  
Compost Storage Roof Replacement  
At the Biosolids Co-Composting Facility

programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

### ***Confidentiality***

The New York State Freedom of Information Law, Public Officers Law, Article 6, Sections 84-90 provides for public access to government records. However, proposals may contain trade secrets and other technical, financial, or administrative data whose public disclosure could cause substantial injury to the proposer's competitive position. Proposers must clearly indicate whether there are portions of their proposals that contain trade secrets and other technical, financial, or administrative data whose public disclosure could cause substantial injury to the proposer's competitive positions. Accordingly, to protect the proposer from release of this sensitive information under the State Freedom of Information Law, the proposer should specifically identify and mark the pages of its submittal(s) that contain such information and insert the following notice in the front of its submittal:

#### ***Notice***

***The data on pages [\_\_\_\_\_] of this proposal identified by an asterisk (\*) contain technical or financial information, which are trade secrets and/or whose disclosure would cause substantial injury to the proposer's competitive position. The proposer requests that such data be used only for the evaluation of the proposal, but understands that the disclosure will be limited to the extent that Rockland Green considers proper under the law. If an Agreement is entered into with this proposer, Rockland Green shall have the right to use or disclose the data, as provided in the Agreement, unless otherwise obligated by law.***

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

***Correction, Modification, or Withdrawal of Proposal***

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

***Record of Proposals***

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

***Proposal Bond***

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

Any proposal bond must be valid for at least 180 days from the proposal submission date. If the contract has not been executed prior to the expiration of the proposal bond, Rockland Green may require the renewal of the proposal bond for an additional 180 days. No proposal will be considered, unless it is accompanied by the required certified check or proposal bond. The form

Request for Proposals RFP 2021-19  
Compost Storage Roof Replacement  
At the Biosolids Co-Composting Facility  
of the Proposal Bond and Surety Letter of Intent, which must be submitted, is described in  
Business Proposal Form 5.

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

***Independent and Separate Prices***

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

***Sales Tax***

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

***Insurance***

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

***Labor, Wages, and Equal Employment Opportunity.***

Proposer will be expected to be familiar with and to comply with all Federal, State, and local labor laws, rules, regulations, ordinances, and executive orders, including without limitation,



Request for Proposals RFP 2021-19  
Compost Storage Roof Replacement  
At the Biosolids Co-Composting Facility

requirements for minimum wages, prevailing wages and benefits, workmen's compensation, and equal employment opportunity.

***Affirmative Action.***

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

**XI. DETAILED SCOPE OF SERVICES**

The scope of work listed below includes furnishing all equipment, materials, labor, rental equipment, and miscellaneous tools to satisfactorily complete the work to the acceptance of Rockland Green.

1. Temporary removal of existing lightning protection system and reinstallation of the existing lightning protection system after installation of the new roof panels.
2. Removal and Disposal of Existing Roof Panels and rake end caps to the limits shown on the Contract Drawings (approximately 150 ft x 90 ft). **Rockland Green strongly encourages recycling of all metals.**
3. Furnish and Install New Roof Panels and rake end caps to the limits shown on the drawings, including new flashing (if required), fasteners, bolts, clips, sealants, galvanic protection, and all appurtenances.
  - a. Existing panel sizes, thicknesses, and type of panels are shown on the drawings or described in the specifications. Rockland Green's intent is to replace in kind or use materials of equivalent size and performance.
  - b. All proposed materials and products to be used by the Proposer shall be submitted to Owner's Engineer for approval as part of the shop drawing submittal process.
  - c. Galvanic protection shall be applied to the top of the existing purlins prior to installation of the new roof panels (refer to drawings and specifications).

## **XII. QUALIFICATIONS AND EXPERIENCE**

Proposers must provide the following information for the Proposer:

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

## **XIII. COMPENSATION**

The selected Proposer shall invoice Rockland Green on or before the tenth (10<sup>th</sup>) calendar day of each month after commencement of services, but no more frequently than once monthly. The selected Proposer may submit a payment request for the period ending the last calendar day of the previous month. Payment Request shall be in such format and include whatever supporting information as may be reasonably required by the Engineer.

In its Payment Request, the selected Proposer may request payment for a portion of the Contract Price allocable to the Contract Services that have been properly provided, including labor, materials and equipment properly incorporated in the Work, and materials or equipment necessary for the Work and properly stored at the Project Site (or elsewhere if offsite storage is approved in writing by the Engineer), less the total amount of previous

payments received from Rockland Green. Each payment made to the selected Proposer by Rockland Green will be subject to ten (10%) retainage holdback.

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

#### **XIV. CONTENTS OF PROPOSALS**

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

- (i) Cover Letter and Proposal Bond
- (ii) Acknowledgement of responsiveness to this request for proposal (in cover letter), including the following.
  - a. The Proposer has reviewed and fully understands the scope of work, sequencing of work, and timing for the project.
  - b. The proposer has provided the requested information relative to qualifications and experience, including for those of the helical pile installer.
- (iii) Qualifications and Experience
- (iv) General Requirements
- (v) Proposal Forms
- (vi) Evidence of Proposer's ability to obtain the required insurance, if selected.
- (vii) All comments, if any, to the draft Agreement, included with this RFP, if any
- (viii) A certificate of good standing or authority from the New York State Secretary of State to do business in New York in accordance with Article 13 of the New York Business Corporation Law.

##### **(i) Cover Letter and Proposal Bond**

The Proposal Cover Letter is the proposer's official letter transmitting the complete proposal to Rockland Green. The format required for the Proposal Cover Letter is provided in Table 10-1 below. The letter is to be written in text form and is not to exceed three (3) pages, typed, and double-spaced. Since the Proposal Cover Letter introduces the proposer to Rockland

Request for Proposals RFP 2021-19  
 Compost Storage Roof Replacement  
 At the Biosolids Co-Composting Facility

Green, it should clearly and concisely summarize the proposal. This letter is to be typed on the proposer’s letterhead and is to be signed by the Proposer’s Chief Executive Officer (“CEO”), and attested by another officer of the proposer. If the proposer is a joint venture, the CEO of the lead or sponsoring proposer is to sign the letter.

**Table 10-1**

**FORMAT OF PROPOSAL COVER LETTER**

|                             |   |
|-----------------------------|---|
| <p>A. Addressee</p>         | <p>Ryan Montal, Assistant to the Executive Director<br/>         Rockland Green<br/>         172 Main Street<br/>         Nanuet, New York 10954</p>  |
| <p>B. Content of Letter</p> | <p>First Paragraph:</p> <ul style="list-style-type: none"> <li>• Name of Proposer (or Proposers, if joint venture) submitting the Proposal.</li> <li>• If a joint venture, the name of the lead or sponsoring Proposer.</li> <li>• Confirm that the signatory is authorized to make the Proposal.</li> </ul> <p>Second Paragraph:</p> <ul style="list-style-type: none"> <li>• Response to the requirement for a Proposal Bond, which must be enclosed.</li> </ul> <p>Third Paragraph:</p> <ul style="list-style-type: none"> <li>• A brief description of the Proposer(s).</li> <li>• Summarize qualifications of the Proposer(s).</li> <li>• Commitment of the Proposer(s) to deliver the services required in the Request for Proposals and described in the attached Proposal and at the prices quoted in the Proposal.</li> </ul> <p>Fourth Paragraph:</p> <ul style="list-style-type: none"> <li>• Commitment of the Proposer to enter into an Agreement with Rockland Green at the prices stated in the Proposal.</li> </ul> <p>Fifth Paragraph:</p> <ul style="list-style-type: none"> <li>• Acknowledgement of responsiveness to the Request For Proposals</li> </ul> <p style="text-align: right;">Very truly yours,<br/>         President/CEO</p> |

|  |  |
|--|--|
|  | Attachment: Proposal Bond or certified check<br>Certificates of Insurance<br>Certificate New York Secretary of State |
|--|--|

**(ii) Scope of Services**

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

**(iii) Qualifications and Experience**

a. Qualifications.

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

b. Experience.

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

**(iv) Proposal Forms**

All proposals must include at least one (1) complete set of Business, Price, and Technical Proposal Forms, as applicable, completed by the proposer. **Note that the Price Proposal Form requires responses to two questions relative to proposed roof panel supplier and approximate lead time for delivery of roof panels.**

**XV. PROPOSAL EVALUATION**

This section describes Rockland Green's proposal evaluation process and criteria. Rockland Green will evaluate the net total and net present value costs of each proposal and the proposer's ability and willingness to meet all of the proposer's responsibilities. Each section of a proposal will be evaluated in terms of the commitments made, the completeness and the reliability of the approach taken, and conformance with the requirements and the instructions provided in this RFP. A proposer's failure to adequately respond to all of the technical and pricing requirements in this RFP, to accurately complete the Proposal Forms, to disclose violations of

Request for Proposals RFP 2021-19  
Compost Storage Roof Replacement  
At the Biosolids Co-Composting Facility

applicable laws, codes or regulations, or to provide other business-related information required in the RFP, shall be grounds to deem a proposal as non-responsive.

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

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

**a. Evaluation Team**

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

**b. Cost Evaluation**

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

**c. Requests for Clarification**

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

**d. Proposal Interviews**

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

Request for Proposals RFP 2021-19  
Compost Storage Roof Replacement  
At the Biosolids Co-Composting Facility

**APPENDIX A**

**PROPOSAL FORMS**

**BUSINESS PROPOSAL FORM 1**

**SIGNATURE PAGE**

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

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

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

Respectfully Submitted:

\_\_\_\_\_  
Printed Name / Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

(Seal, if corporation)



Request for Proposals RFP 2021-19  
Compost Storage Roof Replacement  
At the Biosolids Co-Composting Facility

**BUSINESS PROPOSAL FORM 2**

**ADDENDA ACKNOWLEDGEMENT FORM**

The undersigned hereby acknowledges receipt of the following Addenda (if any) to the Request for Proposals for **Compost Storage Partial Roof Replacement at the Co-Composting Facility, RFP-2021-19:**

| Addendum No. | Date  |
|--------------|-------|
| _____        | _____ |
| _____        | _____ |
| _____        | _____ |
| _____        | _____ |

Person, firm, or corporation submitting this Proposal:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BUSINESS PROPOSAL FORM 3**

**EXCEPTIONS TAKEN TO THIS REQUEST FOR PROPOSALS**

\_\_\_\_\_ No exceptions taken.

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

Request for Proposal Page \_\_\_\_\_, Section \_\_\_\_\_

Exception taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name / Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BUSINESS PROPOSAL FORM 4**

**FORM OF PROPOSAL BOND**

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

WHEREAS, the above-named Proposer has submitted or is about to submit to Rockland Green a proposal to provide [\_\_\_\_\_] as described in the Request for Proposals (RFP [\_\_\_\_\_] ), dated [\_\_\_\_\_] (the "RFP"), issued by Rockland Green and covered by the Proposal submitted by the Proposer in response thereto, which Proposal is made a part hereof.

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

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

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

Request for Proposals RFP 2021-19  
Compost Storage Roof Replacement  
At the Biosolids Co-Composting Facility

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SURETY

PROPOSER

[NAME OF SURETY]

[NAME OF CONTRACTOR]

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

Request for Proposals RFP 2021-19  
Compost Storage Roof Replacement  
At the Biosolids Co-Composting Facility

**BUSINESS PROPOSAL FORM 5**

**SURETY LETTER OF INTENT AND FORM OF PERFORMANCE BOND**

(To be typed on Surety's Letterhead)

General Counsel  
Rockland County Solid Waste Management Authority d/b/a Rockland Green  
172 Main Street  
Nanuet, New York 10954

Dear General Counsel:

\_\_\_\_\_ (the "Proposer") has submitted herewith a Proposal in response to the Rockland County Solid Waste Management Authority's d/b/a Rockland Green ("Rockland Green") Request for Proposals ("RFP") for Compost Storage Partial Roof Replacement at the Co-Composting Facility located in Hillburn, NY. The RFP requires the selected Proposer to enter into an agreement to provide services consisting of demolition, removal and partial roof replacement at the Co-composting Facility, and to comply with all applicable permits, licenses, approvals and other Applicable Law; and perform the other related and ancillary responsibilities set forth in the RFP.

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

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**BUSINESS PROPOSAL FORM 6**

**CONTRACTOR QUALIFICATIONS**

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

**(Section C must be signed before a Notary Public)**

**A. General Information**

1. \*Firm: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Telephone: \_\_\_\_\_
4. Contact Person: \_\_\_\_\_
5. Type of Organization (e.g., a corporation; 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: \_\_\_\_\_
11. Signature of person duly authorized to submit on behalf of the Proposer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**BUSINESS PROPOSAL FORM 6 (Continued)**

**CONTRACTOR QUALIFICATIONS**

**B. Business Information**

1. Brief history of Proposer(s) involved in the Proposal (attach additional sheets as necessary):

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2. Name and address of all partners, key shareholders, principals and/or owners:

---

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3. Has Proposer ever failed to complete any contract awarded to it?

\_\_\_\_\_

4. If so, where and why: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

6. If yes to #5, state name of individual, other organization, reason, and bonding company: \_\_\_\_\_

\_\_\_\_\_

7. In what other lines of business is Proposer directly or indirectly involved? \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**BUSINESS PROPOSAL FORM 6 (Continued)**

**CONTRACTOR QUALIFICATIONS**

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



**BUSINESS PROPOSAL FORM 6 (Continued)**

**CONTRACTOR QUALIFICATIONS**

15. List any and all civil penalties, judgments, consent decrees or other sanctions within the last five (5) years, as a result of a violation of any law, rule, regulation or ordinance in connection with its business activities, by the Proposer, any affiliate of the Proposer, or any key shareholder, officer or director of the Proposer or any affiliate thereof.

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16. List any and all current investigations, indictments or pending litigation by any Federal, State or local jurisdiction of the Proposer, any affiliate of the Proposer or any key shareholder, officer or director of the Proposer or any affiliate thereof.

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17. List any and all actions occurring within the last five (5) years which have resulted in revocation or suspension of any permit or authority to do business in any Federal, State or local jurisdiction, by the Proposer, any affiliate of the Proposer, or any key shareholder, officer or director of the Proposer or any affiliate thereof.

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18. List any and all actions occurring in the past five (5) years that have resulted in the barring from public bidding by the Proposer, any affiliate of the Proposer, or any key shareholder, officer or director of the Proposer or any affiliate thereof.

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19. List any bankruptcy proceedings in the past five (5) years by the Proposer, any affiliate of the Proposer, or any shareholder, officer or director of the Proposer or any affiliate thereof.

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Request for Proposals RFP 2021-18  
Compost Storage Roof Replacement  
At the Co-Composting Facility

20. List the names, addresses, and telephone numbers, and contact name of municipalities or other organizations, which have utilized your services:

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21. List the names, addresses and telephone numbers, and contact name of municipalities for whom you have provided services of the same nature as those contemplated in this RFP:

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22. Please attach a description of the services you provide(d) for each reference municipality, including the term of your agreement with each such municipality:

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23. For the past three (3) years, have any of the reference projects in this RFP been the subject of administrative or judicial action for an alleged violation of environmental or public health laws or regulations? If so, state the details and disposition: \_\_\_\_\_

---

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

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

Dates of financial statements: \_\_\_\_\_

Name(s) of firms(s) preparing statements: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Print or Type Name of Proposer)

(Seal, if corporation)

By: \_\_\_\_\_

Request for Proposals RFP 2021-18  
Compost Storage Roof Replacement  
At the Co-Composting Facility

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

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

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**BUSINESS PROPOSAL FORM 7**

**STATEMENT OF NON-COLLUSION**

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

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

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

Request for Proposals RFP 2021-18  
Compost Storage Roof Replacement  
At the Co-Composting Facility

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

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

\_\_\_\_\_  
Signature and Title

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**BUSINESS PROPOSAL FORM 8**  
**DISCLOSURE STATEMENT**

**(Proposer must sign this form before a Notary Public)**

STATE OF NEW YORK )

) ss

COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE - Officer of Corporation, Partner or Principal)

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

1. That, in connection with the above Proposal or Agreement for the \_\_\_\_\_, no other person will have any direct or indirect interest in this Proposal except:

\_\_\_\_\_  
(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.)

2. That \_\_\_\_\_ related to any officer  
(I am not) (none of the officers or stockholders are)

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 and Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, -

\_\_\_\_\_  
Notary Public

Request for Proposals RFP 2021-18  
Compost Storage Roof Replacement  
At the Co-Composting Facility

**BUSINESS PROPOSAL FORM 9**

**AFFIRMATIVE ACTION PLAN**

**(Proposer Must Sign This Form Before a Notary Public)**

STATE OF NEW YORK )

) ss:

COUNTY OF ROCKLAND )

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

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

Sworn to before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

\* strike out non-applicable information.

**BUSINESS PROPOSAL FORM 10**  
**FOIL ACKNOWLEDGEMENT FORM**

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

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

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

\_\_\_\_\_ The Proposal DOES NOT contain trade secrets and other technical, financial or administrative data whose public disclosure could cause substantial injury to your competitive position.

Person, firm or corporation making this Proposal:

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





**BUSINESS PROPOSAL FORM 12**

**DISCLOSURE OF CONTRACTOR RESPONSIBILITY STATEMENT**

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

1. List any criminal investigations, indictments, or convictions of any person, subsidiary or affiliate of the Proposer arising out of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

---

2. List any indictments, convictions or ongoing investigations of any person, subsidiary, or affiliate of this Proposer for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the Proposer.

---

3. List any convictions or civil judgments under state or federal antitrust statutes.

---

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specification of a contract.

---

5. List any prior suspensions or debarments by any government agency.

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6. List any contracts not completed on time.

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7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

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**PRICE PROPOSAL FORM**

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

Proposer acknowledges that Proposer’s price(s) constitute Proposer’s sole compensation for performing all Work required by the Contract Documents.

**Schedule A: Lump Sum Cost Items:**

Lump sum items include all Work in the Contract Documents, except items specifically identified as Unit Price Work.

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

**Lump Sum Cost Items Table:**

| <b><u>Cost Item No.</u></b> | <b><u>Description</u></b>  | <b><u>Unit</u></b> | <b><u>Total Cost Item Price (Figures in Dollars and Cents)</u></b> |
|-----------------------------|--|--------------------|--|
| A-1                         | Provide all equipment, labor, and materials to remove and replace a portion of the existing metal roof, complete, in accordance with the Plans, Specifications, and Terms included with RFP 2021-19. | LS                 |  |

**Total Proposal Price (In Words):** \_\_\_\_\_

**Proposer shall indicate the following as part of this Price Proposal (mandatory):**

**Name of Proposed Roof Panel Manufacturer** \_\_\_\_\_

**Estimated Lead Time for Roof Panels from Date of Order** \_\_\_\_\_ **(weeks)**

**Submitted By:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**APPENDIX B  
INSURANCE REQUIREMENTS**

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

- (a) Worker's compensation insurance and disability benefits liability insurance required by New York State law covering all of the employees of the Contractor at the Facility.
- (b) Employer's liability insurance required by New York State law covering all the employees of the Contractor at Rockland Green's Facility.
- (c) Commercial general liability and property damage insurance with broad form blanket contractual liability and products completed operations coverage, with combined single limit for bodily injury, and for property damage with limits of not less than one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate on a per project basis.
- (d) Commercial Comprehensive automobile liability insurance endorsed for any automobile with limits of one million dollars (\$1,000,000) combined single limit.
- (e) Excess liability insurance above the required comprehensive general, automobile and employer's liability insurance in the amount of five million dollars (\$5,000,000).
- (f) All risk physical damage insurance (including terrorism) covering loss, damage, or destruction to the Facility in an amount equal to the full replacement value of the Facility, but not less than two million dollars (\$2,000,000) with no co-insurance provision and subject to the following maximum deductibles:
  - Earthquake and Flood – Twenty-five thousand dollars (\$25,000)
  - All Other Perils – Ten thousand dollars (\$10,000)
- (g) Pollution liability insurance with limits not less than five million dollars (\$5,000,000).

Request for Proposals RFP 2021-18  
Compost Storage Roof Replacement  
At the Co-Composting Facility

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

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

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

Request for Proposals RFP 2021-18  
Compost Storage Roof Replacement  
At the Co-Composting Facility

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

Request for Proposals RFP 2021-18  
Compost Storage Roof Replacement  
At the Co-Composting Facility

- (d) The Contractor reduces its Base Fee in proportion to the costs of the insurance the Contractor has been providing to.



Request for Proposals RFP 2021-18  
Compost Storage Roof Replacement  
At the Co-Composting Facility

**APPENDIX C**  
**PREVAILING WAGES**

Request for Proposals RFP 2021-18  
Compost Storage Roof Replacement  
At the Co-Composting Facility

## **APPENDIX D**

### **TECHNICAL SPECIFICATIONS**

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 GENERAL

The contract considerations described under all Division 1 specifications are intended to serve as "Supplementary Conditions" to Rockland Green's Standard Terms and Conditions described in the Contract as executed between Rockland Green and contractor. In all cases, the Owner's Standard Terms and Conditions shall have precedence over all other terms and conditions described in these Division 1 specifications.

1.01 DESCRIPTION OF WORK

- A. Schedule of Values.
- B. Applications for Payment.
- C. Change procedures.
- D. Alternates.

1.02 RELATED SECTIONS

- A. Agreement – Contract for Compost Storage Building Partial Roof Replacement
- B. RFP 2021-19 - Summary of Work
- C. Specification Section 01010 – Summary of Work
- D. Specification Section 01300 – Submittals
- E. Specification Section 01400 – Quality Control
- F. Specification Section 01500 – Construction Facilities and Temporary Controls

1.03 DEFINITIONS

- A. Mobilization - Mobilization includes, but is not limited to, performance of preparatory construction operations, including the movement of personnel and equipment to the project site; application, fee payment, and acquisition of all required permits (i.e., erosion and sediment control plans, temporary and permanent building and trade permits, utility connections, etc.); and the establishment of Engineer's and Contractor's offices, buildings, and other facilities required at the site in order to begin work on a substantial phase of the contract. The cost of insurance and bonds.

#### 1.04 SCHEDULE OF VALUES

- A. Refer to Section 5.2 of the Contract Terms and Conditions with Rockland Green (the Agreement).
- B. Submit one electronic copy in Microsoft Excel of the Schedule of Values prior to beginning construction activities.
- C. Line items shall be subdivided into the Price Proposal Summary Items shown on the Price Proposal Form.
- D. The sum of all line items in the Schedule of Values shall equal the Total Proposal Price included on the Price Proposal Form plus authorized Additive Alternatives (if any) as listed in the Agreement.
- E. Each line item shall include a directly proportional amount of the Contractor's overhead and profit.
- F. Schedule of Values shall serve as a breakdown of Work used to establish progress payments. Progress payments for lump sum items will be made based on the percentages of completion of the work items included in the Schedule of Values for each lump sum item. Progress payments for Unit Price Work will be based on actual quantities of work performed. Progress payments for Contingent Unit Price work will only be made if work is authorized by Owner and Engineer.
- G. For Lump Sum Proposal Items, the following format shall be followed when developing the Schedule of Values.
  - 1. If Mobilization is not identified in the Price Proposal Form as a separate Proposed Price Item, Contractor shall include in the Schedule of Values a line item for Mobilization as part of a Lump Sum Proposal Price Item.
    - a. Lump sum line item shall include all work described in the definition of mobilization included herein.
    - b. Costs for bonds and insurance shall be included in the lump sum mobilization line item.
    - c. Mobilization cost shall not be greater than five percent of the Total Proposal Price.
  - 2. Include separate line items for demobilization and contract closeout.
  - 3. Format - Show cost breakdown for each lump sum item. Include, as a minimum, mobilization and demobilization and cost for materials.
- G. Revise Schedule of Values to include executed Change Orders with each Application for Payment.

#### 1.05 APPLICATIONS FOR PAYMENT

- A. Refer to Article V of the CONTRACT FOR COMPOST STORAGE BUILDING PARTIAL ROOF REPLACEMENT (Agreement).

1.06 CHANGE PROCEDURES

- A. Refer to Article VIII of the Contract for CONTRACT FOR COMPOST STORAGE BUILDING PARTIAL ROOF REPLACEMENT (Agreement).

1.07 ALTERNATES

Not used.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01026

LUMP SUM ITEMS (PROPOSED PRICE ITEM DESCRIPTIONS)

PART 1 GENERAL

1.01. SECTION INCLUDES

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

1.02. PRICE BASIS

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

1.03. ELEMENTS OF PROPOSED PRICE ITEM DESCRIPTION PAGE

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

1.04. LUMP SUM ITEMS FOR RFP 2021-19

| Bid Item No. | Bid Item Description   |
|--------------|--|
| A-1          | Provide all equipment, labor, and materials to remove and replace a portion of the existing metal roof, complete, in accordance with the Plans, Specifications, and Terms included with RFP 2021-19. |

1.05. PROPOSED PRICE ITEM DESCRIPTIONS

- A. Proposed Price Item Description pages identified above are attached at the end of this section.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

(continued)

PROPOSED PRICE ITEM DESCRIPTION A-1

REMOVE EXISTING ROOF PANELS AND REPLACE WITH NEW ROOF PANELS, COMPLETE

- A. DESCRIPTION Under this item, Proposer shall provide all labor, materials, and equipment (rented and owned) necessary to complete the removal of all roof panels as indicated on the plans and replace with new roof panels in accordance with the plans and specifications included with this RFP 2021-19. Work shall include, but is not limited to the following:
- Mobilization/demobilization, shop drawing submittals, bonds, insurance, contract considerations, site preparation, site health and safety precautions, including personal protective equipment (PPE), and any other items needed in support of completing the work.
  - Temporary removal and reinstallation of the existing lightning protection system from those areas of the roof that will be replaced
  - Removal and disposal or recycling of existing roof panels and rake end caps to the limits shown on the drawings
  - Furnish and Install new metal rake end caps, including fasteners, sealants, and all appurtenances
  - Furnish and install new metal roof panels to the limits shown on the drawings, including bolts, fasteners, sealants, galvanic protection between different metals, and all appurtenances
  - Coordination of work activities with the existing compost operations
  - Final site cleanup and restoration
  - Specified warranties
- B. WORK INCLUDED UNDER THIS ITEM Contract for Compost Storage Building Partial Roof Replacement RFP 2021-19  
Contract Drawings and Specifications  
Coordination with Facility Operator
- C. ASSOCIATED WORK NOT INCLUDED UNDER THIS ITEM All Other Bid Items
- D. METHOD OF PAYMENT Measurement shall be based on the completion of all activities including labor, equipment, and materials necessary to complete specified construction work. Progress payments will be based on an approved schedule of values for the work items listed under the summary of work.
- Perform the work as shown on Contract Drawings and as directed by Rockland Green and Engineer.

END OF SECTION



SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED SECTIONS

- A. Agreement - CONTRACT FOR COMPOST STORAGE BUILDING PARTIAL ROOF REPLACEMENT (Agreement)
- B. Section 074113 – Metal Roof Panels

1.03 SUBMITTAL PROCEDURES

- A. Transmit each required submittal using Owner and Engineer-accepted form.
- B. Sequentially number the transmittal forms. Resubmittals shall have original number with an alphabetic suffix.
- C. Identify project, Contractor, subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the work and Contract Documents. Stamp shall show the following information:
  - 1. Shop Submittal Number \_\_\_\_\_
  - 2. Deviations: None \_\_\_\_\_; As Listed \_\_\_\_\_
  - 3. Reference Specification Number \_\_\_\_\_
  - 4. Reference Drawing Number \_\_\_\_\_
  - 5. Space Requirement: As Designed \_\_\_\_\_ Different, As Listed \_\_\_\_\_

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

Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

- E. All submittals shall be submitted through electronic submission system. All submittals shall be in PDF format. All files shall be combined into a single bookmarked file for easier review.
- F. Schedule submittals to expedite the Project and deliver to Engineer via email (jway@edrdpc.com). Coordinate submission of related items. Contractor shall anticipate that submittals will be reviewed within 7 calendar days. Contractor shall take into account the submittal review time in their schedule and plan accordingly. **No work shall proceed under this RFP 2021-19 until all shop drawings have been approved and equipment and materials have been delivered to the site.**
- G. Identify deviations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed work.
- H. Identify space requirements which differ from those designed or shown on the Contract Documents.
- I. Revise and resubmit shop drawings as required until accepted by Engineer. Identify all changes made since previous submittal in a cover letter or memorandum. **Rockland Green reserves the right to recover cost for engineering review time from the contractor if there are more than one resubmittal for any given shop drawing.**
- J. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- K. Submittals not requested will not be recognized or processed.

#### 1.04 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit preliminary progress schedule in duplicate within 10 days after effective date of Owner-Contractor Agreement for Engineer review.
- B. Submit finalized progress schedule at least 10 days before submission of the first Application for Payment.
- C. Submit revised schedules at each progress meeting, identifying changes since previous version.
- D. Prepare horizontal bar chart with separate entry for each major section of work. Include work sequence requirements, if any. Identify first workday of each week.

- E. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of work at each progress meeting.

1.05 PROPOSED PRODUCTS LIST

- A. Within 10 days after date indicated in the Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product, and appropriate specification section number.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.06 SHOP DRAWINGS

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

1.07 SUBSTITUTIONS

- A. Owner and Engineer will consider requests for substitute or "or equal" items after the Effective Date of the Owner-Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor. Furnish evidence that product is unavailable.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other work which may be required for the work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.

5. Will reimburse Owner the costs incurred by Owner for review and any subsequent redesign services by Engineer, including Engineer's revisions to the Contract Documents, and Engineer's assistance in connection with review by authorities when re-approval is required, if Engineer determines that the item of material or equipment proposed by Contractor is a substitute item.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Submittal Procedures
1. Submit to Engineer three copies of request for substitution for consideration, limiting each request to one proposed substitution.
  2. Each request shall basically conform to the procedures outlined in Article 1.03 of this section.
  3. Include shop drawings, product data, and certified test results attesting to the proposed product equivalence.
  4. The Engineer will notify Contractor, in writing, of decision to accept or reject request.

1.08 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections or on the drawings, submit manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, in quantities specified for product data.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.01. SECTION INCLUDES

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

1.02. QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturers' instructions.
- C. If manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the work except when code requirements or equipment manufacturer requires more stringent standards.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion and disfigurement.
- G. Employ skilled and experienced installer to perform cutting and patching.
- H. Submit written request in advance of cutting or altering elements which may affect:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.

4. Visual qualities of sight-exposed elements.
5. Work of Owner or separate contractor.
- I. Execute cutting, fitting, and patching to complete work and to:
  1. Fit the several parts together, to integrate with other work.
  2. Remove and replace defective and non-conforming work.
- J. Execute work by methods which will avoid damage to other work, and provide proper surfaces to receive new work.
- K. Restore work with new products in accordance with requirements of Contract Documents.
- L. Identify any hazardous substance or condition exposed during the work to the Owner and Engineer in writing for decision or remedy.

#### 1.03. REFERENCES AND STANDARDS

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

#### 1.04. TOLERANCES

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

1.05. TESTS AND INSPECTIONS

- A. Contractor shall:
  - 1. Provide safe and clear access, including necessary mobile and stationary equipment, for inspection of the completed roof by Owner and Owner's Engineer.
  - 2. Notify Engineer and Owner 48 hours prior to expected time for roof inspection.
- B. Retesting required because of non-conformance to specified requirements shall be performed, on instructions by the Engineer, at Contractor's sole expense.

1.06. MANUFACTURERS' FIELD SERVICES

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

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

- A. Contractor shall also reference relevant terms and conditions in the CONTRACT FOR COMPOST STORAGE BUILDING PARTIAL ROOF REPLACEMENT (Agreement).

1.01. SECTION INCLUDES

- A. Continuity of operations.
- B. Temporary utilities
- C. Temporary barriers.
- D. Other temporary site controls
- E. Construction facilities.

1.02. CONTINUITY OF OPERATIONS

- A. Storage of equipment and materials, or erection and use of sheds, shall be coordinated with Owner and Facility Operator. Such storage or temporary structures shall be confined to Owner's property and shall not be placed on properties designated as easements or rights-of-way. All roadways and access to the Facility shall remain open and clear from obstruction while operations are active.
- B. It is Owner's intent to maintain ongoing operations at the Facility during the active construction period and access to the Facility will be shared. Contractor shall always maintain clear and free vehicular access to the Facility.
- C. Primary access to the Compost Storage Building for mobile equipment will be through a shared, open space. Contractor shall coordinate use of this access with the Owner and operator throughout the duration of the project.
- D. Operations within the Compost Storage Building will include, but may not be limited to, loading of unscreened product into the storage building from the processing building, screening of the compost using a rotary trommel screen, storage of screened compost product, and loading finished compost from the storage building to open top trailers along the front of the storage building.

1.03. TEMPORARY ELECTRICITY

- A. General Contractor may connect to existing electrical power service as long as connections and equipment do not interfere with ongoing operations. Contractor's power consumption shall not disrupt Owner's need for continuous service.



1.04. TEMPORARY LIGHTING

- A. General Contractor shall provide and maintain temporary lighting for Contractor operations to achieve sufficient lighting in the work space for safe and effective work. The cost for all temporary lighting shall be borne by the contractor.
- B. Permanent building lighting may be utilized during construction in accordance with all Owner site-specific requirements.

1.05. TEMPORARY HEATING

- A. Temporary heating is not required.

1.06. TELECOMMUNICATIONS SERVICE

- A. Contractor shall provide, maintain, and pay for telecommunications service to its field office for the duration of the contract.

1.07. TEMPORARY WATER SERVICE

- A. Contractor may utilize existing water supply system at the facility.
- B. Owner will pay cost of water used. Exercise measures to conserve water.
- C. Each Contractor shall provide sufficient potable quality drinking water for its employees at the project site.

1.8. TEMPORARY SANITARY FACILITIES

- A. Contractor is allowed to use existing sanitary facilities on site (within the Co-Composting Building).

1.9. TEMPORARY BARRIERS

- A. Protect vehicles, stored materials, site, and structures from damage.
- B. Supplement barriers with suitable signs, railings, and night lights, as necessary to conform with governing authorities and regulations.

1.10. PROTECTION OF INSTALLED WORK

- A. Contractor shall protect its installed work from damage and deterioration due to ongoing construction activities.
- B. Control activity in immediate work area to minimize damage.
- C. Owner reserves the right to order additional protective measures be taken beyond those proposed by Contractor, to safeguard the existing facilities and Work at no additional cost to Owner.

1.11. SECURITY

- A. Each Contractor shall maintain a daily sign-in sheet for his workers and subcontractors.
- B. Contractors shall utilize existing on-site roads for project access and construction traffic. Coordinate with Owner and Engineer.
  - 1. Roads shall be free for use by all personnel involved in project and be adequate for transportation of persons, materials, equipment, and products to construction area.

1.12. PARKING

- A. When site space is not adequate, Contractor shall provide additional off-site parking.

1.13. PROGRESS CLEANING

- A. Contractor shall maintain areas free of waste materials, debris, and rubbish. Maintain site and structures in a clean and orderly condition.

1.14. REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Contractors responsible for temporary utilities, facilities, and controls shall remove temporary utilities, equipment, facilities, controls, materials, prior to Substantial Completion.
- B. Remove temporary barriers, enclosures, etc. in concert with completion of those segments of work which no longer require such measures.
- C. Clean and repair damage caused by installation or use of temporary work.

1.15. CONTRACTOR'S FIELD OFFICE

- A. At the Contractor's discretion.

1.16. ENGINEER'S FIELD OFFICE

- A. Not required.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 074113 - METAL ROOF PANELS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Exposed fastener metal roof panels, with related metal trim and accessories.

1.2 REFERENCES

- A. American Architectural Manufacturer's Association (AAMA):

- 1. AAMA 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates.
- 2. AAMA 809.2 - Voluntary Specification Non-Drying Sealants.

- B. American Society of Civil Engineers (ASCE):

- 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.

- C. ASTM International (ASTM):

- 1. ASTM A 653 - Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- 2. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
- 3. ASTM C 645 - Specification for Nonstructural Steel Framing Members.
- 4. ASTM C 754 - Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products.
- 5. ASTM C 920 - Specification for Elastomeric Joint Sealants.
- 6. ASTM D 4214 - Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.
- 7. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
- 8. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
- 9. .

- D. FM Global (FM):

- 1. ANSI/FM 4471 - Approval Standard for Class 1 Panel Roofs.

- E. International Accreditation Service (IAS):

- 1. IAS AC 472 - Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems, Part B.

- F. Underwriters Laboratories, Inc. (UL):

- 1. UL 580 - Tests for Uplift Resistance of Roof Assemblies

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Prior to erection of framing, conduct preinstallation meeting at site attended by Owner, Engineer, manufacturer's technical representative, inspection agency and related trade contractors as applicable.
1. Review existing building framing in relation to proposed metal panel system.
  2. Coordinate openings and penetrations of metal panel system, as required.

1.4 QUALITY ASSURANCE

- A. Manufacturer/Source: Provide metal roof panel assembly and accessories from a single manufacturer providing fixed-base roll forming, and accredited under IAS AC 472 Part B.
- B. Manufacturer Qualifications: Approved manufacturer listed in this Section with minimum five years' experience in manufacture of similar products in successful use in similar applications.
1. Approval of Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:
    - a. Product data, including certified independent test data indicating compliance with requirements.
    - b. Samples of each component.
    - c. Sample submittal from similar project.
    - d. Project references: Minimum of five installations not less than five years old, with Owner and Architect contact information.
    - e. Sample warranty.
    - f. IAS AC 472 certificate.
  2. Substitutions following award of contract are not allowed except as stipulated in Division 01 General Requirements.
  3. Approved manufacturers must meet separate requirements of Submittals Article.
- C. Installer Qualifications: Experienced Installer with minimum of five years' experience with successfully completed projects of a similar nature and scope.
1. Installer's Field Supervisor: Experienced installer, able to communicate with Owner, Engineer, and field crew, supervising work on site whenever work is underway.

1.5 SUBMITTALS

- A. Product Data: Manufacturer's data sheets for specified products.
- B. Shop Drawings: Show layouts of metal panels. Include details of each condition of installation, panel profiles, and attachment to building. Provide details at a minimum scale 1-1/2-inch per foot of edge conditions, joints, fastener and sealant placement, flashings, openings, penetrations, roof accessories, lightning arresting equipment, and special details. Make distinctions between factory and field assembled work.
1. Indicate points of supporting structure that must coordinate with metal panel system installation.
  2. Include data indicating compliance with performance requirements of the existing roof panels.
  3. Include information for galvanic protection between new roof panels and existing building purlins.
- C. Samples for Initial Selection: For each exposed product specified including sealants, provide representative color charts of manufacturer's full range of colors.
- D. Samples for Verification: Provide 12-inch long section of each metal panel profile. Provide color chip verifying color selection.

1.6 COORDINATION

- A. Coordinate sizes and profiles of existing panel connections with those of the new panels.

1.7 WARRANTY

- A. Special Manufacturer's Warranty: On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail within one year from date of Substantial Completion.
- B. Special Panel Finish Warranty: On Manufacturer's standard form, in which Manufacturer agrees to repair or replace metal panels that evidence deterioration of factory-applied finish within 25 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Basis of Design Manufacturer: MBCI Metal Roof and Wall Systems, Division of NCI Group, Inc.
  - 1. PBR metal panel.
- B. Metal Panel Manufacturers:
  - 1. Butler Manufacturing
  - 2. Atas International, Inc.
  - 3. Centria / Nucor Company.
  - 4. Approved Equal.

2.2 PERFORMANCE REQUIREMENTS

- A. General: Provide metal roof panel system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.
- B. Thermal Movements: Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure caused by thermal expansion and contraction. Allow for deflection and design for thermal stresses caused by temperature differences from one side of the panel to the other.
- C. Structural Performance: The metal panels provided shall match the existing metal panels in physical properties, characteristics, and material.

2.3 METAL PANEL MATERIALS

- A. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality, Coating Class AZ55 unpainted Galvalume Plus coating.

2.4 METAL ROOF PANELS

- A. Large Tapered-Rib-Profile, Exposed Fastener Metal Roof Panels: Structural metal roof panel consisting of formed metal sheet with trapezoidal major ribs with intermediate stiffening ribs symmetrically placed between major ribs, installed by lapping edges of adjacent panels.
  - 1. Basis of Design: Butler Manufacturing Company, Inc. – Butler Rib II Panel
  - 2. Coverage Width: 36 inches
  - 3. Four Major corrugation Spacing: 12 inches on center.
  - 4. Each Major Corrugation: 1-1/2 inch high, 2-7/8" wide, tapering 1-9/32"

5. In Panel Flat: Two additional minor corrugations, 1 inch wide, 1/8 inch high, spaced 4-inches on center, between major corrugations.
  6. Nominal Coated Thickness: 0.055 inch/24 gage
  7. Panel Surface: Smooth.
  8. Exterior Finish: Unpainted exposed Galvalume Plus coating.
- B. Roof Panel Side Laps:
1. Overlap 1 major corrugation.
  2. One of the Outboard Corrugations: Formed as overlapping corrugation.
  3. Other Outboard Corrugation: Formed as underneath corrugation.
    - a. Full corrugation to provide bearing support to side lap.
    - b. Formed with continuous-length sealant groove.
- C. Roof Panel End Laps:
1. 6 inches.
  2. Supply maximum possible panel lengths, up to 38'-9", to minimize panel end laps.
  3. Factory punch roof panel end laps (top panel with a round hole and bottom panel with a slotted hole) to provide for expansion and contraction and panel alignment.
  4. end laps to occur over and be fastened to secondary structural members.
- D. Ridge Panels:
1. One-piece, factory formed to match roof slope.
  2. Ridge Panel Cross Section: Match roof panels.
  3. Ridge Panel Splices: Occur over first purlin on either side of building center.
- E. Eave Panels: Extend beyond building structural line.
- F. Factory punch roof panels at panel ends to match factory-punched or field-drilled holes in structural members to ensure proper alignment
- 2.5 METAL ROOF PANEL ACCESSORIES
- A. General: Provide complete metal roof panel assembly incorporating ridge, eave, rake, valley and miscellaneous flashings, in manufacturer's standard profiles. Provide required fasteners, closure strips, support plates, and sealants as indicated in manufacturer's written instructions.
- B. Flashing and Trim: Match material, thickness, and finish of metal panel face sheet.
- C. Panel Fasteners: Self-tapping screws and other acceptable fasteners recommended by roof panel manufacturer.
1. Exposed Fasteners: Long life fasteners with EPDM or neoprene gaskets, with heads matching color of metal panels by means of factory-applied coating.
- D. Joint Sealers: Manufacturer's standard or recommended liquid and preformed sealers and tapes, and as follows:
1. Tape Sealers: Manufacturer's standard non-curing butyl tape, AAMA 809.2.
  2. Concealed Joint Sealants: Non-curing butyl, AAMA 809.2.
  3. Exposed Joint Sealants: Urethane, single component, ASTM C 920.
- 2.6 FABRICATION
- A. General: Provide factory fabricated and finished metal panels and accessories meeting performance requirements, indicated profiles, and structural requirements.
- B. Panel Lengths: Match existing panel lengths as shown on the drawings.

- C. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings. Form from materials matching metal panel substrate and finish.

## 2.7 FINISHES

- A. Finishes, General: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine metal panel system substrate and supports with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panel installation.
  - 1. Inspect metal panel support substrate to determine if support components are installed as indicated on approved shop drawings. Confirm presence of acceptable supports at recommended spacing to match installation requirements of metal panels.
  - 2. Panel Support Tolerances: Confirm that panel supports are within tolerances acceptable to metal panel system manufacturer but not greater than the following:
    - a. 1/4 inch in 20 foot in any direction.
    - b. 3/8 inch over any single roof plane.
- B. Advise Owner and Engineer of out-of-tolerance work and other deficient conditions prior to proceeding with metal roof panel system installation.

### 3.2 PREPARATION

- A. Remove existing panels to the limits shown on the drawings and in accordance with the terms and conditions of RFP 2021-19.

### 3.3 METAL PANEL INSTALLATION

- A. Exposed Fastener Metal Roof Panels: Install weathertight metal panel system in accordance with manufacturer's written instructions, approved shop drawings, and project drawings. Install metal roof panels in orientation, sizes, and locations indicated, free of waves, warps, buckles, fastening stresses, and distortions. Anchor panels and other components securely in place. Provide for thermal and structural movement.
- B. Panel Sealants: Install manufacturer's recommended tape sealant at panel side laps and end laps.
- C. Panel Fastening: Attach panels to supports using screws, fasteners, and sealants recommended by manufacturer and indicated on approved shop drawings.
  - 1. Fasten metal panels to supports at each location indicated on approved shop drawings, with spacing and fasteners recommended by manufacturer.
  - 2. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.

3.4 ACCESSORY INSTALLATION

- A. General: Install metal panel trim, flashing, and accessories using recommended fasteners and joint sealers, with positive anchorage to building, and with weather tight mounting. Coordinate installation with flashings and other components.
  - 1. Install components required for a complete metal panel assembly, including trim, copings, flashings, sealants, closure strips, and similar items.
  - 2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
  - 3. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.
- B. Joint Sealers: Install joint sealers where indicated and where required for weathertight performance of metal panel assemblies, in accordance with manufacturer's written instructions.

3.5 CLEANING AND PROTECTION

- A. Remove temporary protective films immediately in accordance with metal roof panel manufacturer's instructions. Clean finished surfaces as recommended by metal roof panel manufacturer.
- B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of Owner and Engineer.

END OF SECTION



Request for Proposals RFP 2021-18  
Compost Storage Roof Replacement  
At the Co-Composting Facility

## **APPENDIX E**

### **DRAWINGS**



# ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY CO-COMPOSTING FACILITY COMPOST STORAGE PARTIAL ROOF REPLACEMENT

420 TORNE VALLEY ROAD, HILLBURN, ROCKLAND COUNTY, NEW YORK

**OCTOBER 2021**

EDR JOB #: 20098

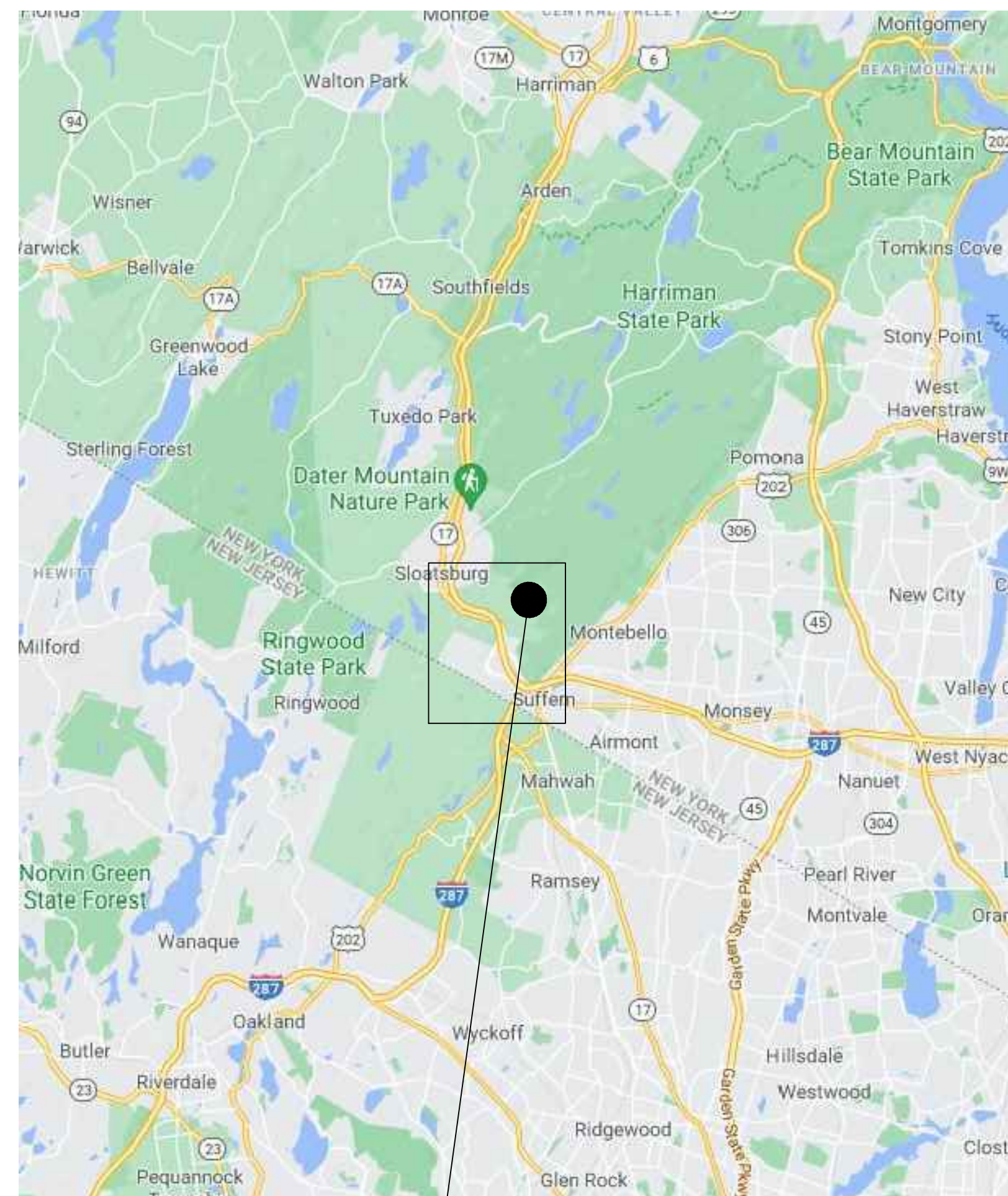


ROCKLAND GREEN  
172 MAIN STREET  
NANUET, NEW YORK 10954



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

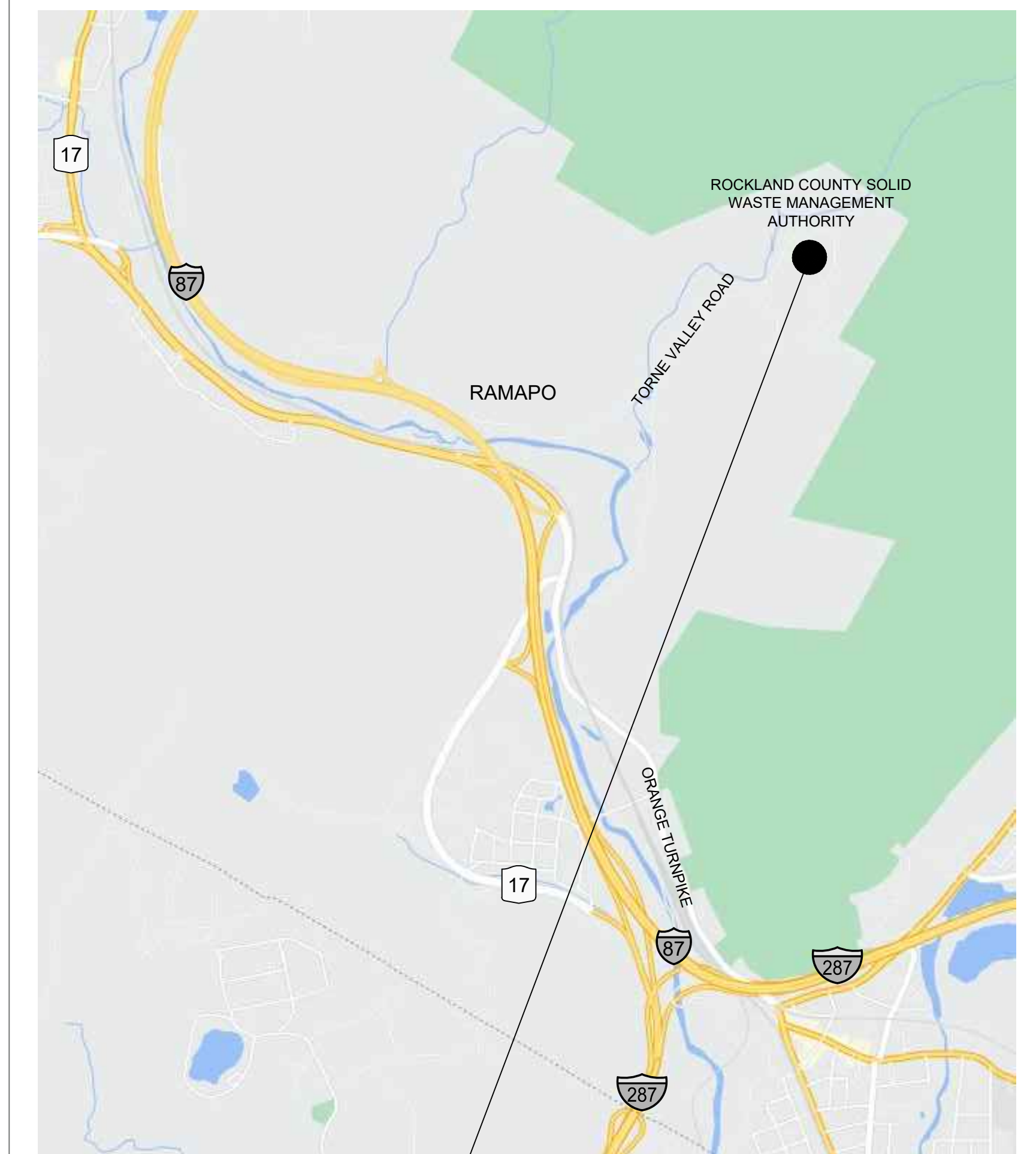
PROJECT LOCATION MAP: REGION



PROJECT LOCATION  
SCALE: NO SCALE



PROJECT LOCATION MAP: LOCAL



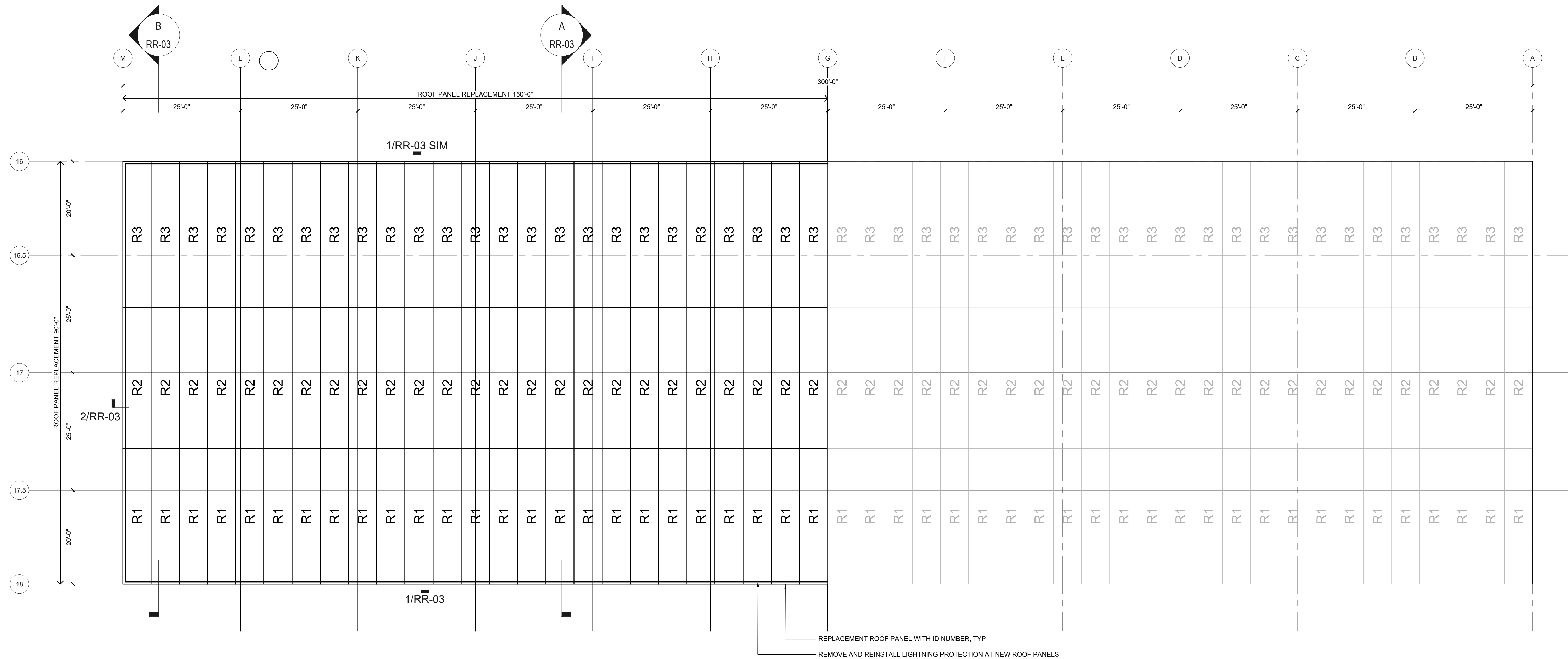
PROJECT LOCATION  
SCALE: NO SCALE











**ROOF PLAN**

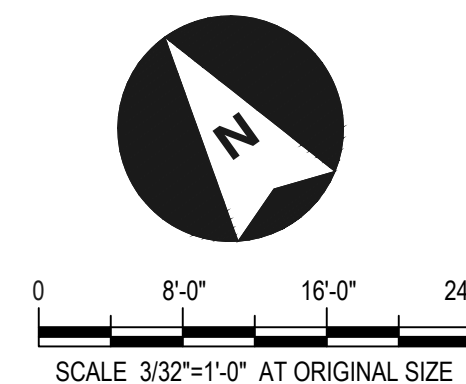
3/32"=1'-0"

| EXISTING ROOF PANEL SCHEDULE** |             |        |             |                         |               |
|--------------------------------|-------------|--------|-------------|-------------------------|---------------|
| ID                             | PART NUMBER | SUFFIX | LENGTH (IN) | DESCRIPTION             | HOLE TO HOLE  |
| R1                             | 027056      | 643    | 357-6       | BR11 EAVE PANEL AL ZN   | 28'-10 23/32" |
| R2                             | 027066      | 643    | 366-2       | BR11 SPLICE PANEL AL ZN | 30'-0 5/16"   |
| R3                             | 027080      | 643    | 380-1       | BR11 EAVE PANEL AL ZN   | 30'-11 5/32"  |

\*\* EXISTING PANEL INFORMATION AS SHOWN ON BUTLER MANUFACTURING COMPANY FABRICATION DRAWINGS DATED 12/12/1996

**NOTES:**

- SEE SPECIFICATION SECTION 074113 - METAL ROOF PANELS FOR DETAILED INFORMATION PERTAINING TO THE PROPOSED ROOF PANELS.



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

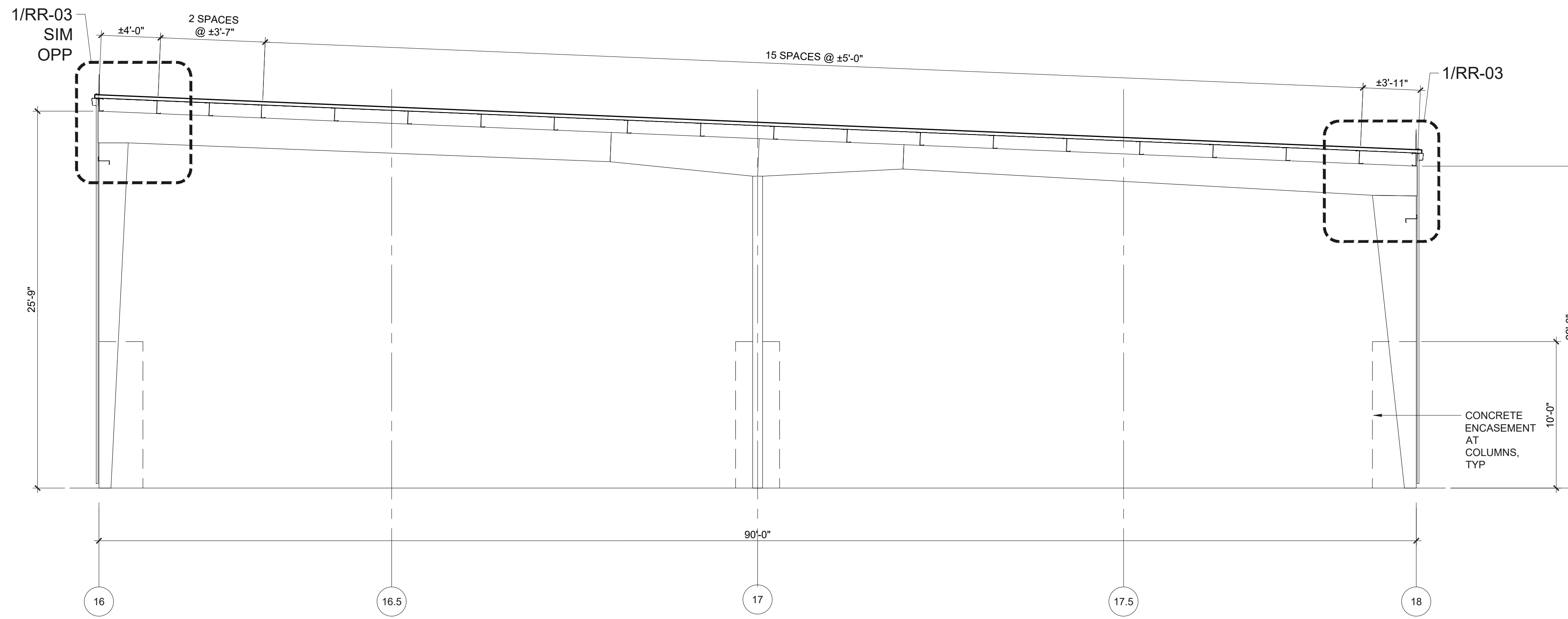


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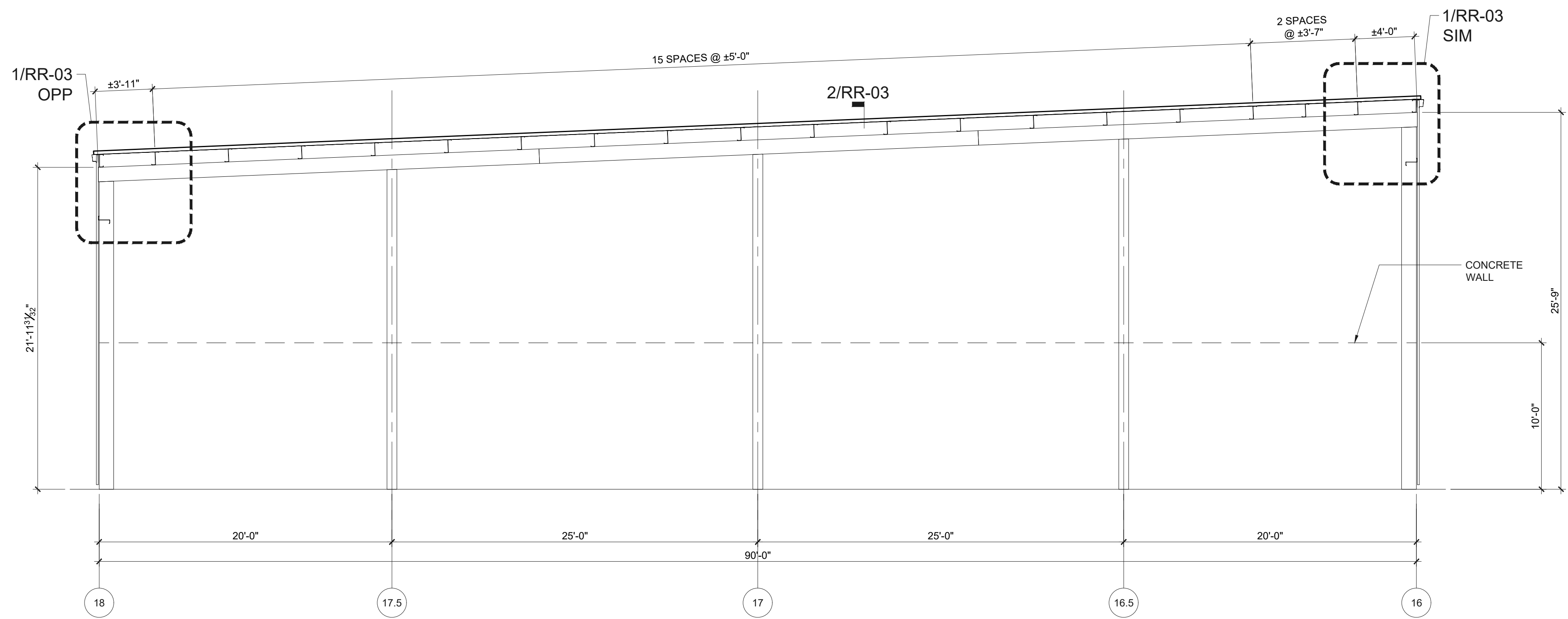
PROJECT TITLE: **CO-COMPOSTING FACILITY COMPOST STORAGE PARTIAL ROOF REPLACEMENT**  
PROJECT LOCATION: 420 TORNE VALLEY ROAD, HILLBURN, ROCKLAND COUNTY, NEW YORK  
CLIENT: ROCKLAND GREEN  
DRAWING TITLE: **PANEL REPLACEMENT - ROOF PLAN**

| DRAWINGS ISSUED FOR / REVISIONS |      |                       |    | EDR JOB#: 20098 |     |                           |
|---------------------------------|------|-----------------------|----|-----------------|-----|---------------------------|
| NO                              | DATE | ISSUED FOR / REVISION | BY | CHK             | APP | DATE: <b>OCTOBER 2021</b> |
| 1                               |      |                       |    |                 |     | SCALE: 3/32"=1'-0"        |
| 2                               |      |                       |    |                 |     | DRAWN BY: <b>SM</b>       |
| 3                               |      |                       |    |                 |     | CHECKED BY: <b>JTW</b>    |
| 4                               |      |                       |    |                 |     | DRAWING NUMBER:           |
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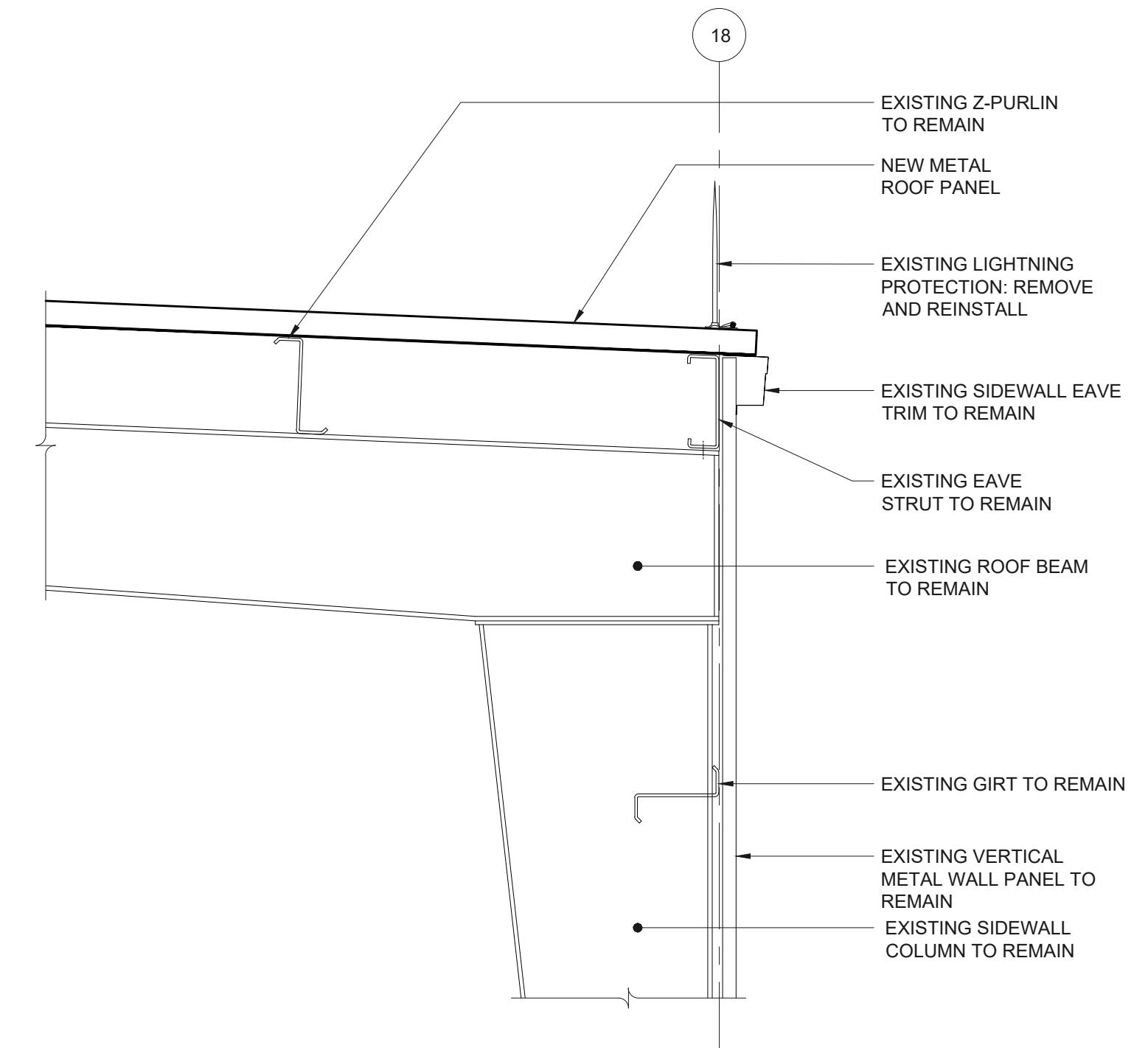
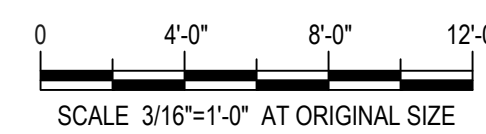
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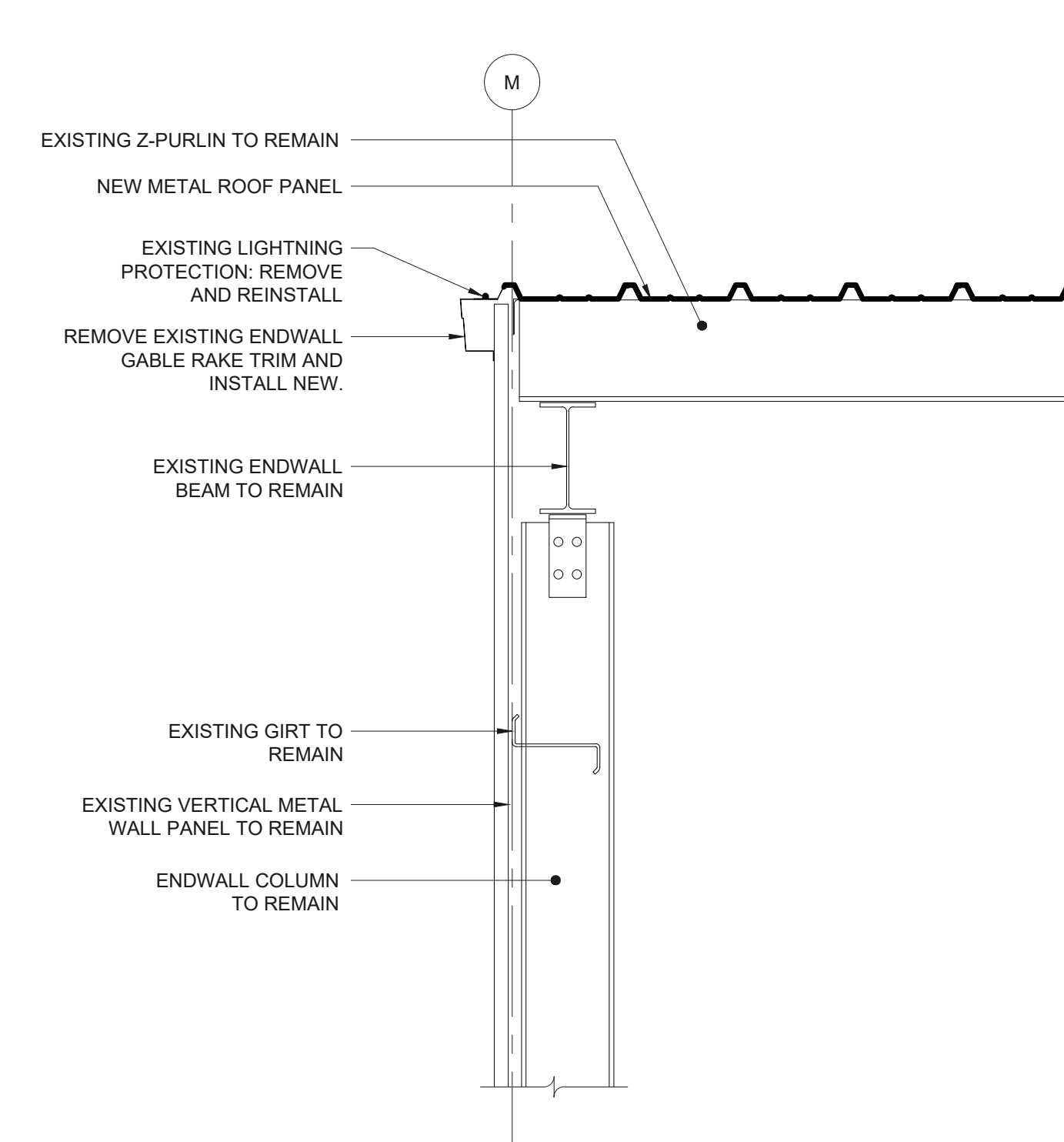
**B SECTION: FRAME ELEVATION - TYPICAL**  
3/16"=1'-0"



**B SECTION: FRAME ELEVATION - END WALL**  
3/16"=1'-0"



**1 DETAIL: ROOF EDGE SECTION**  
3/4"=1'-0"



**2 DETAIL: GABLE ROOF EDGE SECTION**  
3/4"=1'-0"

J:\2009\Rockland Green\_Cal\Working Drawings\Comp\1 - Utility\Long Term Storage\_Roof\2009\_Roof Replacement\_G.DWG

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PROJECT TITLE: **CO-COMPOSTING FACILITY COMPOST STORAGE PARTIAL ROOF REPLACEMENT**  
PROJECT LOCATION: 420 TORNE VALLEY ROAD, HILLBURN, ROCKLAND COUNTY, NEW YORK  
CLIENT: ROCKLAND GREEN  
DRAWING TITLE: **PANEL REPLACEMENT - SECTIONS & DETAILS**

| DRAWINGS ISSUED FOR / REVISIONS |      |                       |    | EDR JOB#: 20098 |     |                    |
|---------------------------------|------|-----------------------|----|-----------------|-----|--------------------|
| NO.                             | DATE | ISSUED FOR / REVISION | BY | CHK             | APP | DATE: OCTOBER 2021 |
| 1                               |      |                       |    |                 |     | SCALE: AS NOTED    |
| 2                               |      |                       |    |                 |     | DRAWN BY: SM       |
| 3                               |      |                       |    |                 |     | CHECKED BY: JTW    |
| 4                               |      |                       |    |                 |     | DRAWING NUMBER:    |
| 5                               |      |                       |    |                 |     |                    |
| 6                               |      |                       |    |                 |     |                    |

**A-04**

Request for Proposals RFP 2021-18  
Compost Storage Roof Replacement  
At the Co-Composting Facility

**APPENDIX F**

**DRAFT CONTRACT**



**CONTRACT**

**FOR**

**COMPOST STORAGE BUILDING PARTIAL ROOF REPLACEMENT AT THE  
BIOSOLIDS  
CO-COMPOSTING FACILITY  
IN HILLBURN, N.Y.**

**BETWEEN**

**THE ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
d/b/a ROCKLAND GREEN**

**and**

[ ]

Dated as of [ , 2021]



TABLE OF CONTENTS

|  |  |           |
|--|--|-----------|
| <b>ARTICLE I.</b>  | <b>.....</b>   | <b>3</b>  |
| <b>DEFINITIONS AND INTERPRETATION</b>                              | <b>.....</b>   | <b>3</b>  |
| <b>SECTION 1.1</b>   | <b>DEFINITIONS</b>   | <b>3</b>  |
| <b>SECTION 1.2</b>   | <b>INTERPRETATION</b>  | <b>12</b> |
| <b>ARTICLE II. REPRESENTATIONS AND WARRANTIES</b>                  | <b>.....</b>   | <b>15</b> |
| <b>SECTION 2.1</b>   | <b>REPRESENTATIONS AND WARRANTIES OF<br/>ROCKLAND GREEN</b>          | <b>15</b> |
| <b>SECTION 2.2</b>   | <b>REPRESENTATIONS AND WARRANTIES OF THE<br/>CONTRACTOR</b>          | <b>16</b> |
| <b>ARTICLE III. CONTRACT SERVICES AND CONTRACTOR'S OBLIGATIONS</b> | <b>.....</b>   | <b>18</b> |
| <b>SECTION 3.1</b>   | <b>NOTICE OF CONTRACT AWARD AND NOTICE TO<br/>PROCEED</b>            | <b>18</b> |
| <b>SECTION 3.2</b>   | <b>CONTRACT TIME</b>   | <b>18</b> |
| <b>SECTION 3.3</b>   | <b>DELAY LIQUIDATED DAMAGES</b>                                      | <b>18</b> |
| <b>SECTION 3.4</b>   | <b>PERFORMANCE OF THE WORK</b>                                       | <b>18</b> |
| <b>SECTION 3.5</b>   | <b>PROVISIONS AND PAYMENT OF LABOR, MATERIALS,<br/>AND EQUIPMENT</b> | <b>19</b> |
| <b>SECTION 3.6</b>   | <b>MAINTENANCE OF RECORDS AND OTHER<br/>DOCUMENTS AND DRAWINGS</b>   | <b>19</b> |
| <b>SECTION 3.7</b>   | <b>REVIEW</b>  | <b>20</b> |
| <b>SECTION 3.8</b>   | <b>DUTY TO EXAMINE CONTRACT DOCUMENTS</b>                            | <b>20</b> |
| <b>SECTION 3.9</b>   | <b>QUALIFICATIONS OF PERSONNEL</b>                                   | <b>20</b> |
| <b>SECTION 3.10</b>  | <b>SUBCONTRACTORS</b>  | <b>20</b> |
| <b>SECTION 3.11</b>  | <b>EXPANSION AND REDUCTION OF SERVICES</b>                           | <b>21</b> |
| <b>SECTION 3.12</b>  | <b>COMPLIANCE WITH APPLICABLE LAW</b>                                | <b>21</b> |
| <b>SECTION 3.13</b>  | <b>PERFORMANCE, INFORMATION, AND SITE<br/>CONDITION</b>              | <b>22</b> |
| <b>SECTION 3.14</b>  | <b>PROTECTION OF PERSONS AND PROPERTY</b>                            | <b>23</b> |
| <b>SECTION 3.15</b>  | <b>SUPERVISION OF THE WORK</b>                                       | <b>24</b> |
| <b>SECTION 3.16</b>  | <b>COORDINATION OF OTHER WORK</b>                                    | <b>24</b> |
| <b>ARTICLE IV. COMPLETION AND INSPECTION</b>                       | <b>.....</b>   | <b>24</b> |
| <b>SECTION 4.1</b>   | <b>SUBSTANTIAL COMPLETION</b>  | <b>24</b> |
| <b>SECTION 4.2</b>   | <b>FINAL COMPLETION</b>  | <b>25</b> |
| <b>ARTICLE V. CONTRACT PAYMENTS</b>                                | <b>.....</b>   | <b>26</b> |
| <b>SECTION 5.1</b>   | <b>CONTRACT PRICE PAYMENT</b>  | <b>26</b> |
| <b>SECTION 5.2</b>   | <b>[SCHEDULE OF VALUES</b>   | <b>26</b> |
| <b>SECTION 5.3</b>   | <b>ENTIRE COMPENSATION</b>   | <b>26</b> |
| <b>SECTION 5.4</b>   | <b>COSTS AND COST SUBSTANTIATION</b>                                 | <b>26</b> |



|  |  |           |
|--|--|-----------|
| SECTION 5.5                                      | CONTRACTOR PROJECT SCHEDULE AS A CONDITION OF PAYMENT.....   | 27        |
| SECTION 5.6                                      | PAYMENT AND RETAINAGE .....  | 27        |
| SECTION 5.7                                      | PROMPT PAYMENT .....   | 28        |
| SECTION 5.8                                      | NO APPROVALS, CONSENTS OR WAIVERS IMPLIED IN PAYMENTS .....  | 28        |
| SECTION 5.9                                      | PAYMENT WITHHOLDING.....   | 28        |
| SECTION 5.10                                     | PAYMENT UPON FINAL COMPLETION.....   | 29        |
| SECTION 5.11                                     | FAILURE TO MEET SUBSTANTIAL COMPLETION.....  | 29        |
| SECTION 5.12                                     | FINAL PAYMENT .....  | 30        |
| <b>ARTICLE VI. CONTRACT ADMINISTRATION.....</b>  |  | <b>30</b> |
| SECTION 6.1                                      | THE ENGINEER.....  | 30        |
| SECTION 6.2                                      | CONTRACT ADMINISTRATION .....  | 30        |
| SECTION 6.3                                      | SITE VISITS .....  | 30        |
| SECTION 6.4                                      | FAILURE TO PERFORM.....  | 30        |
| SECTION 6.5                                      | COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION .....  | 30        |
| SECTION 6.6                                      | MEETINGS. THE CONTRACTOR SHALL CONDUCT MEETINGS IN ACCORDANCE WITH THE SPECIFICATIONS OR AS REASONABLY REQUESTED BY ROCKLAND GREEN. .... | 30        |
| SECTION 6.7                                      | CERTIFICATES OF PAYMENT.....   | 30        |
| SECTION 6.8                                      | REVIEW OF SUBMITTALS .....   | 31        |
| SECTION 6.9                                      | REJECTION OF WORK.....   | 31        |
| SECTION 6.10                                     | PREPARATION OF CHANGE ORDERS .....   | 31        |
| SECTION 6.11                                     | INSPECTIONS .....  | 31        |
| SECTION 6.12                                     | INTERPRETATIONS.....   | 31        |
| <b>ARTICLE VII. TERM .....</b>                   |  | <b>32</b> |
| SECTION 7.1                                      | EFFECTIVE DATE AND TERM.....   | 32        |
| <b>ARTICLE VIII. CHANGE ORDERS.....</b>          |  | <b>32</b> |
| SECTION 8.1                                      | AUTHORITY TO ISSUE CHANGE ORDERS .....   | 32        |
| SECTION 8.2                                      | CHANGE ORDER DEFINED.....  | 32        |
| SECTION 8.3                                      | SUBSTANTIATING THE CHANGE ORDERS .....   | 32        |
| SECTION 8.4                                      | ITEMIZATION FOR CHANGE ORDERS.....   | 32        |
| SECTION 8.5                                      | CALCULATION OF CHANGE ORDER AMOUNTS.....   | 33        |
| SECTION 8.6                                      | EXECUTION OF CHANGE ORDER AS WAIVER OF CLAIM.....  | 33        |
| SECTION 8.7                                      | NOTIFICATION TO SURETY AS OTHERWISE REQUIRED .....   | 33        |
| SECTION 8.8                                      | ADDITIONAL COST FACTORS IN PRICING CHANGE ORDERS.....  | 33        |
| <b>ARTICLE IX. CLAIMS BY THE CONTRACTOR.....</b> |  | <b>35</b> |
| SECTION 9.1                                      | PROCEDURES FOR CONTRACT CLAIMS.....  | 35        |

|   |   |    |
|---|---|----|
| SECTION 9.2   | CONTRACTOR PROHIBITED FROM WITHHOLDING SERVICES.....                        | 35 |
| SECTION 9.3   | CLAIMS RELATED TO PROJECT SITE CONDITIONS.....                              | 35 |
| SECTION 9.4   | CONDITION PRECEDENT TO LIABILITY .....                                      | 35 |
| SECTION 9.5   | LIMITATION OF ROCKLAND GREEN’S OBLIGATIONS FOR CLAIMS .....                 | 35 |
| ARTICLE X. EVENTS OF DEFAULT AND TERMINATION.....   |   | 36 |
| SECTION 10.1  | ROCKLAND GREEN’S RIGHT TO TERMINATE FOR CAUSE.....                          | 36 |
| SECTION 10.2  | GROUND FOR TERMINATION.....   | 36 |
| SECTION 10.3  | NOTICE OF TERMINATION.....  | 37 |
| SECTION 10.4  | ACTION BY CONTRACTOR AND ROCKLAND GREEN.....                                | 37 |
| ARTICLE XI. DISPUTE RESOLUTION AND LITIGATION .....   |   | 38 |
| SECTION 11.1  | DISPUTED DECISIONS OF ROCKLAND GREEN OR THE ENGINEER .....                  | 38 |
| SECTION 11.2  | FORUM SELECTION AND CONSENT TO JURISDICTION, WAIVER OF RIGHT TO REMOVE..... | 39 |
| ARTICLE XII. INSURANCE, SECURITY FOR PERFORMANCE, INDEMNIFICATION, AND UNCONTROLLABLE CIRCUMSTANCES ..... |   | 39 |
| SECTION 12.1  | REQUIRED INSURANCE .....  | 39 |
| SECTION 12.2  | SECURITY FOR PERFORMANCE.....   | 40 |
| SECTION 12.3  | INDEMNIFICATION BY THE CONTRACTOR .....                                     | 40 |
| SECTION 12.4  | UNCONTROLLABLE CIRCUMSTANCES.....   | 41 |
| ARTICLE XIII. WARRANTY.....   |   | 41 |
| SECTION 13.1  | WARRANTY.....   | 41 |
| ARTICLE XIV. MISCELLANEOUS PROVISIONS.....  |   | 43 |
| SECTION 14.1  | RELATIONSHIP OF THE PARTIES.....  | 43 |
| SECTION 14.2  | CERTAIN OBLIGATIONS TO SURVIVE TERMINATION .....                            | 43 |
| SECTION 14.3  | NO WAIVERS .....  | 43 |
| SECTION 14.4  | ACTIONS OF ROCKLAND GREEN IN ITS GOVERNMENTAL CAPACITY .....                | 43 |
| SECTION 14.5  | ASSIGNMENT.....   | 43 |
| SECTION 14.6  | CHANGE IN OWNERSHIP OF CONTRACTOR OR A PARENT COMPANY .....                 | 44 |
| SECTION 14.7  | BINDING EFFECT .....  | 44 |
| SECTION 14.8  | AMENDMENT AND WAIVER.....   | 44 |
| SECTION 14.9  | NON-DISCRIMINATION.....   | 44 |
| SECTION 14.10   | SEVERABILITY OF PROVISIONS.....   | 45 |
| SECTION 14.11   | NO THIRD PARTY RIGHTS CREATED.....  | 45 |
| SECTION 14.12   | DRUG FREE WORKPLACE .....   | 45 |
| SECTION 14.13   | NOTICES.....  | 45 |

**SECTION 14.14 NOTICE OF LITIGATION..... 46**  
**SECTION 14.15 COUNTERPARTS ..... 46**  
**SECTION 14.16 FURTHER ASSURANCES ..... 46**

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## **Appendices**

1. Contract Drawings
2. Specifications
3. Contract Price
4. Required Insurance
5. Prevailing Wage Schedule

## **Transaction Agreement Forms**

1. Form of Performance Bond
2. Form of Labor and Materials Payment Bond

DRAFT

**CONTRACT  
FOR  
COMPOST STORAGE BUILDING PARTIAL ROOF REPLACEMENT  
AT THE BIOSOLIDS CO-COMPOSTING FACILITY IN HILLBURN, N.Y.**

This Contract for Compost Storage Building Partial Roof Replacement at the Biosolids Co-Composting Facility in Hillburn, N.Y. is made and entered into as of [ ], 2021] between the Rockland County Solid Waste Management Authority d/b/a 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”).

**RECITALS**

WHEREAS, Rockland Green owns the Biosolids Co-Composting Facility at 420 Torne Valley Road, Hillburn, N.Y.; and

WHEREAS, Rockland Green issued Request for Proposals No. 2021-19 on 2021 for the solicitation of proposals from firms qualified to provide partial replacement of the existing standing seam metal roof panels and associated rake end caps on the Compost Storage Building at the Rockland Green Biosolids Co-Composting Facility located at 420 Torne Valley Road, Hillburn, New York.

WHEREAS, Rockland Green provided potential proposers with reasonable access to the project site to allow them the opportunity to conduct such inspections and reviews as proposers deemed necessary to become familiar with the project site and to review related documentation prior to submission of the proposals; and

WHEREAS, on November 4, 2021 Rockland Green received \_\_\_\_\_ proposals in response to the RFP; and

WHEREAS, November 18, 2021 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 said work in accordance with the terms of this Contract; and

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

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ARTICLE I.  
DEFINITIONS AND INTERPRETATION

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

“Act” means the Rockland County Solid Waste Management Authority Act codified as Title 13-M, Section 2053-a, et seq. of the Public Authorities Law of the State of New York.

“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.

“Applicable Law” means any law, rule, codes, standards, regulation, requirement, policy, consent decree, consent order, consent agreement, permit, guideline, action, determination or order of, or Legal Entitlement 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 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 the Prevailing Wage Law).

The Biosolids Co-Cocomposting Facility refers to the facility located at 420 Torne Valley Road, Hillburn, N.Y.

“Certificate of Final Completion” shall mean a document, issued 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 of any Legal Entitlement 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 Legal Entitlement, 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 Legal Entitlements 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” means a written order to the Contractor executed by the Parties after execution of this Contract, directing a change in the Work.



“Construction Change Directive” has the meaning set forth under Section 8.2 hereof.

“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 Compost Storage Building Partial Roof Replacement

“Contract Amendment” means modification of the terms of this Contract as approved by Rockland Green 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, Specifications, and Contract Drawings.

“Contract 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 1.

“Contract Modification” means a Contract Amendment, Change Order, Contract Change Directive or any other written alteration in provisions of the Contract accomplished by mutual action of the Parties to the Contract.

“Contract Price” means the price to be paid by Rockland Green to the Contractor for the performance of the Contract Services, as set forth in Appendix 3.

“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 which materially and adversely affects Rockland Green’s performance or rights or obligations under this Contract.

“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 Contract Drawings, (iv) Prudent 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.

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

“Disputed Decision” shall have the meaning set forth in Section 11.1.

“Engineer” means the engineering firm and individuals, licensed in the State and hired by Rockland Green for this project.

“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, and the submission of all documentation required by the Contract Documents.

“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.

“General Submittals” shall have the meaning set forth in the Specifications in Appendix 2.

“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 construction and demolition industry.

“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.

“Hazardous Waste” 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; (3) 6 NYCRR Part 379-373; and (4) 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, except that Hazardous Waste does not include Qualified Household Hazardous Waste.

“Insurance Requirement” means any rule, regulation, code, or requirement issued by any fire insurance rating bureau or anybody 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 Entitlement” means all permits, licenses, registrations, approvals, authorizations, consents, and entitlements 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 under this Contract.

“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.

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

“Notice of Contract Award” means a notice issued by Rockland Green to the Contractor awarding this Contract to the Contractor, as selected pursuant to the RFP.

“Notice to Proceed” means a notice issued by Rockland Green for the Contractor to commence the Work as set forth in Section 3.1 hereof.

“NYSDEC” means the New York State Department of Environmental Conservation.

“NYSDOT” means the New York State Department of Transportation.

“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.

“Payment Request” shall have the meaning set forth in Article V 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.

“Project” means this project for the replacement of the concrete push wall that is further detailed in the Contract Documents.

“Project Schedule” shall have the meaning set forth in the Specifications in Appendix 2.

“Project Site” or “Site” means the real property owned by Rockland Green, including the Compost Storage Building and all ancillary property.

“Prudent 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, equipping, installation, construction, demolition and commissioning practices for the construction industries as followed in the Northeast region of the United States.

“Qualified Household Hazardous Waste” means waste materials having hazardous characteristics which are contained within Solid Waste and which are exempt from special handling or disposal requirements under Applicable Law. Qualified Household Hazardous Waste shall not constitute Hazardous Waste.

“Rating Service” means 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” means Rockland Green’s Request for Proposals No. 2021-19 issued for proposals for the Compost Storage Building Partial Roof Replacement at the Biosolids Co-Composting Facility in Hillburn, New York. including any addenda thereto.

“Required Insurance” has the meaning specified in Appendix 4.

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

“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 Indemnitee” 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 scheduled date for the achievement of Substantial Completion, which shall be (insert) Calendar days following the Notice to Proceed.

“Scrap Metal” means all metal not considered salvaged equipment.

“Security Instruments” means the Performance Bond and the Payment Bond, as applicable.

“Site” or “Project Site” means the real property owned by Rockland Green, including the Biosolids Co-Composting Facility and all ancillary property up to and as more specifically described in Appendix 1.

“Specifications” means those technical specifications for the partial roof replacement at the compost storage building at the biosolids co-composting facility as set forth in Appendix 2.

“State” means the State of New York.

“Subcontract” means an agreement by the Contractor, or a Subcontractor to the Contractor, 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 and in accordance with Rockland Green’s ability to make its intended use of those areas of the Biosolids Co-Composting Facility affected by the work being performed under this Contract.

“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.

“Technical Submittals Schedule” shall have the meaning set forth in the Specifications as set forth in Appendix 2.

“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 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 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, 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 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 the technology 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;

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

(10) any increase in the tip fee at any disposal facility.

“USEPA” means the United States Environmental Protection Agency.

“Warranty” means the warranty provided by the Contractor to Rockland Green that the Work and all materials, equipment, and structures furnished or fabricated, in connection therewith shall: (i) be new, of recent manufacture and of high quality, (ii) conform to the requirements of this Contract, (iii) be free of defects or faults in design, materials, equipment, performance and workmanship, and (iv) meet the Specifications during the Warranty Period, as further detailed in Article XIII.

“Warranty Period” means the period commencing on the date of Final Completion and continuing through the first anniversary of the date of Final Completion, unless otherwise extended as provided herein.

“Work” means the temporary removal of the existing lightning protection system and reinstallation of the existing lightning protection system after installation of the new roof panels, removal and disposal of existing roof panels and rake end caps to the limits shown on the drawings, including new flashing, if required, fasteners, bolts, clips, sealants and galvanic protection and all appurtenances, all as further described in 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 workmanship and materials specified herein.

G. Technical Standards and Codes. References in this Contract 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 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 Performance 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, including but not limited to any and all actual losses, liabilities, forfeitures, obligations, damages, fines, penalties, judgments, deposits, costs, expenses, charges, taxes, 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 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. In this Contract, the Contractor may be obligated to deliver reports, records, designs, plans, drawings, specifications, proposals and other documentary submittals in connection with the performance of its duties hereunder. The Contractor agrees that all such documents 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 Order of Precedence. The Contract Documents, including any subsequent, duly authorized modification of these Contract Documents, comprise the entire and exclusive agreements 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. The Contract Documents shall consist of (1) this Contract, including its Appendices, (2) the Specifications, (3) Contract Modifications, (4) Contract Drawings, (5) and the Contractor's Proposal.

With respect to a conflict, error, or discrepancy within the Contract Documents, the interpretation most favorable to Rockland Green shall apply, and the Contract Documents shall be given precedence in the following order with Change Orders being the highest precedence:

1. Change Orders
2. Construction Change Directives
3. Contract Amendments
4. Contract, including Appendices
5. Contract Drawings
6. Specifications
7. Contractor's Proposal, including Proposal Forms

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 has 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 has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to perform the Work.

B. Project 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.

C. Existence and Powers. The Contractor is duly organized and validly existing as a corporation 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.

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 substantial 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, Legal Entitlement, 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 3.8 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 the Engineer written notice of all conflicts, errors, omissions, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the Engineer 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 the Engineer's attention in writing. The express or implied approval by the Engineer 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.

ARTICLE III.  
CONTRACT SERVICES AND CONTRACTOR'S OBLIGATIONS

SECTION 3.1 NOTICE OF CONTRACT AWARD AND NOTICE TO PROCEED.

A. The Contractor shall submit, within ten (10) days after Notice of Contract Award: (i) a signed Contract; (ii) proof of Required Insurance, as specified in Appendix 4 hereto; and (iii) the Security Instruments (Performance Bond and Payment Bond). The Contractor shall commence the performance of the Contract Services only after Rockland Green's execution of the Contract and receipt of the Notice to Proceed. The Notice to Proceed shall be issued by the Engineer, and the Contractor shall diligently continue its performance to and until Final Completion of the Work. The Contractor shall satisfy the following conditions after issuance of the Notice to Proceed:

B. Project Schedule. Within fifteen (15) days after receipt of the Notice to Proceed, the Contractor shall prepare a preliminary issue of the Project Schedule for the Engineer's review and comment. The Project Schedule shall indicate any requirements for work by others required to support the Contractor's schedule. The Contractor shall submit the Project Schedule for formal approval within five (5) days after receipt comments from the Engineer.

C. Technical Submittals Schedule. Within seven (7) calendar days of Notice of Award, Contractor shall prepare and submit a Technical Submittals Schedule listing all technical submittals required by the Contract Documents, as set forth in the Specifications.

D. General Submittals. Within seven (7) calendar day of Notice to Proceed, the Contractor shall provide the Engineer with initial copies of the General Submittals, set forth in the Specifications.

SECTION 3.2 CONTRACT TIME. The Contractor shall accomplish Substantial Completion by the Scheduled Substantial Completion Date and shall achieve Final Completion within sixty days (60) following the Notice to Proceed . By signing this Contract, the Contractor agrees that the Contract Time is a reasonable time for accomplishing completion of the Work.

SECTION 3.3 DELAY LIQUIDATED DAMAGES. Time is of the essence in the performance and completion of the Work and the Contractor shall achieve Substantial Completion by the Scheduled Substantial Completion Date. Except as otherwise excused due to Uncontrollable Circumstances or Rockland Green Breach, the Contractor shall pay daily delay liquidated damages to Rockland Green commencing on the 45th day after the Scheduled Substantial Completion Date, if all Work has not been completed by such date and Substantial Completion has not been achieved. The delay liquidated damages for delays in completing the Work shall be Five Hundred Dollars (\$500) per day. 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.

SECTION 3.4 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, except as specifically identified therein as the work of other parties, in accordance with the terms herein, all 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. To that end, 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, unless otherwise specified in the Contract Documents.

**SECTION 3.5 PROVISIONS AND PAYMENT OF LABOR, MATERIALS, AND EQUIPMENT.** The Contractor shall provide all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for performance of the Work and shall obtain, at its sole cost, all necessary building permits and other permits or licenses required for the Project 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 Project Site. The Contractor shall keep an updated copy of the Contract Documents at the Project Site. Additionally, the Contractor shall keep a copy of approved drawings and other Submittals at the Project Site. All of these items shall be available to the Engineer 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 Project, 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. Contractor Drawings. Drawings and other such Submittals from the Contractor shall not constitute a part of the Contract Documents unless specifically provided for otherwise herein. The Contractor shall not do any work requiring drawings or other submittals unless such has been approved in writing by the Engineer or as required by the Contract Documents. All work requiring approved drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. Approval by Rockland Green's Engineer, however, shall not be evidence that work completed pursuant thereto conforms with the requirements of this Contract, and shall not relieve the Contractor of responsibility for deviations from the Contract Documents unless the Engineer has been specifically informed of the deviation by a writing incorporated in the Submittals, if any, and has approved such deviation in writing.

C. Delivery of Submittals. 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, or will do so, including field measurements, materials, and field construction criteria related thereto.

SECTION 3.7 REVIEW. 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 the Engineer.

SECTION 3.8 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 the Engineer written notice of all conflicts, errors, omissions, ambiguities or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by the Engineer 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 Engineer's attention in writing. The express or implied approval by the Engineer 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. This provision, however, shall not abridge in any way the Engineer'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, the more restrictive or stringent requirement shall be binding upon the Contractor.

SECTION 3.9 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. The Contractor shall enforce discipline and good order at all times among the Contractor's employees and all Subcontractors.

SECTION 3.10 SUBCONTRACTORS. Rockland Green shall have the right to approve any and all Subcontractors. Contractor must submit all information regarding Subcontractors as required by Rockland Green. 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. The Contractor shall not enter into a Subcontract with any Subcontractor to whom Rockland Green reasonably objects. 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. 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. 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 3.11 EXPANSION AND REDUCTION OF SERVICES.** Rockland Green shall have the right to expand or reduce the scope of Contract Services to be performed by the Contractor during the Term of this Contract. Rockland Green may request that the Contractor provide additional services to Rockland Green, which are similar to the Work specified in this Contract. Prior to the commencement of such services, Rockland Green and the Contractor shall mutually agree in writing as to the terms and conditions relating to such additional services. If such additional services are agreed to, this Contract shall be amended by the Parties to provide for such additional services. Rockland Green shall be under no obligation to request that the Contractor provide any such additional services, and any services outside the scope of the Contract Services may be provided by Rockland Green or a third party. If Rockland Green reduces the scope of the Work during the Term of this Contract, then the Parties will mutually agree as to the terms of such reduction and any modification in the Contract Price.

**SECTION 3.12 COMPLIANCE WITH APPLICABLE LAW.**

A. **Compliance with Law and Equipment Operating Requirements.** The Contractor shall perform the Contract Services in accordance with the Contract Standards, which shall include performing such services in accordance with Applicable Law, including, but not limited to, all Occupational Safety and Health Administration (OSHA) 29 U.S.C. § 651 et seq. requirements and New York State Department of Labor requirements, applicable to the Work.

B. **Compliance with Conditions in Governmental Approvals.** The Contractor shall comply with all conditions and requirements of all Governmental Approvals and Legal Entitlements required to be made, obtained or maintained under Applicable Law in connection with the Contract Services and this Contract.

C. **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 and Legal Entitlements required to be made, obtained or maintained under Applicable Law in connection with the performance of the Contract Services. 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.

D. Prevailing Wage Law. All Work shall be performed in accordance with the Prevailing Wage Law. 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 Payment Request in compliance with the Prevailing Wage Law.

E. 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 3.13 PERFORMANCE, INFORMATION, AND SITE CONDITION  
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.

A. 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 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.

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

C. 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.

D. Hours of Operation. Except as otherwise provided in the Contract Documents, all Work must be performed between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, and with prior approval from Rockland Green the hours of 6:30 a.m. to 12:00 p.m. on Saturdays, exclusive of Rockland Green, State and federal holidays unless more restrictive hours are required by Applicable Law or permit conditions governing the Contractor's performance of the Work. Rockland Green has the right to impose further restrictions on working hours reasonably related to safety, maintenance of traffic to the use of occupied facilities. No

delays resulting from compliance with the Contract Standards, including Applicable Laws or regulations or conditions of permits 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. The Contractor must not permit Work outside of such hours or on a Sunday or other Rockland Green, State or Federal holiday without the written consent of Rockland Green. Such consent, if given, may be conditioned upon payment by the Contractor of Rockland Green's and the Engineer's additional costs and fees incurred in monitoring such off-hours Work. The Contractor must notify Rockland Green and obtain Rockland Green's approval, as soon as possible if Work must be performed outside such times in the interest of the safety and protection of persons or property at the Site or adjacent thereto, or in the event of an emergency. For any work performed after 6:30 p.m., the Contractor shall obtain temporary lighting and all other necessary facilities for performing and inspecting the Work, and as otherwise required herein and by Rockland Green Engineer. In no event shall the Contractor (or any Subcontractor) be entitled to additional compensation for any required overtime. In no event shall the Contractor permit Work to be performed at the Project Site without the presence of the Contractor's superintendent and/or persons responsible for the protection of persons and property at the Project Site and compliance with all Applicable Laws (including applicable regulations) and Prudent Engineering and Construction Practice. Notwithstanding any other provisions of this Contract, Rockland Green may order the Contractor to suspend work for any continuing violation of this section.

#### SECTION 3.14 PROTECTION OF PERSONS AND PROPERTY.

A. Safety Programs and Precautions. It shall be the sole responsibility of the Contractor to initiate, continue and supervise all safety programs and precautions in the performance of the Contract Services at all times. The Contractor shall take 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 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 Prudent Engineering and Construction Practice, Good Industry Practice, and any other Contract Standards. Contractor shall be familiar with and enforce the Engineer's safety policies and regulations as set forth and/or references in the Specifications.

B. Notice to the Engineer. 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. The Engineer may direct the Contractor to remedy violations of Applicable Laws, rules, regulations, and interpretations related to safety when and if observed on the Site. However, through exercising this authority the Engineer shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the Contractor's primary role in same. The Engineer shall have the right to report suspected safety violations to the Occupational Safety and Health Administration.

### SECTION 3.15 SUPERVISION OF THE WORK.

A. Contractor Responsibility. The Work shall be strictly supervised, the Contractor bearing 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 maintain an on-site superintendent while any portion of the Work is being performed.

B. Supervisory Personnel. 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.

C. Contractor Warranty. In addition to any other warranties or assurance provided in the Contract Documents or by Applicable Law, the Contractor hereby warrants that all laborers furnished under this Contract shall be qualified and competent to perform the tasks undertaken, that all materials and equipment provided shall be new (unless otherwise specified) and of the highest quality, that the completed work will be complete and of the highest quality, without defects, and that all Work strictly complies with the requirements of the Contract Documents, including the Contract Standards. Any work not strictly complying with the requirements of this Article shall constitute a breach of this Contractor's warranty.

D. Replacement of Employee at Rockland Green Request. If at any time Rockland Green reasonably determines that any employee of the Contractor is not properly performing any work in the best interest of the Project, or is hindering the progress of the Work, or is otherwise objectionable, Rockland Green shall so notify the Contractor, whom shall replace the employee as soon as possible, at no increased cost to Rockland Green

SECTION 3.16 COORDINATION OF OTHER WORK. The Contractor shall not impede the existing operations of the Biosolids Co-Composting Facility. The Contractor must cooperate in coordinating its Work with the work, if any, of Rockland Green, its operators, separate contractors, and any other forces permitted by Rockland Green to perform work at the Project Site, or enter the Project Site, without an increase in the Contract Time or the Contract Price.

## ARTICLE IV. COMPLETION AND INSPECTION

### SECTION 4.1 SUBSTANTIAL COMPLETION.

A. Substantial Completion. Substantial completion shall be achieved when all of the following conditions have been satisfied:

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

(ii) The Contractor has obtained any required Governmental Approvals and such approvals have not been withdrawn, revoked, superseded, suspended, or materially impaired or amended;

(iii) The Contractor and Rockland Green have agreed in writing upon the final punch list (or, if are unable to agree, Rockland Green shall have prepared and issued the final punch list to the Contractor within fifteen (15) business days of the Contractor having submitted its final punch list to Rockland Green);

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

(v) 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, and 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

(vi) 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, which shall have discretion to waive any of the foregoing conditions.

**SECTION 4.2 FINAL COMPLETION.** When the Work is complete and all final punch list items have been resolved and the Contractor is ready for a final review, the Contractor shall notify the Engineer thereof in writing. Thereupon, the Engineer will perform a final inspection of the Work. If the Engineer concurs that (i) the Project is complete and in full accordance with the Contract Documents, and (ii) the Contractor has performed all of its obligations to Rockland Green hereunder, the Contractor will furnish a Certificate of Final Completion for approval by Rockland Green. The Engineer will also review for approval the final Payment Request to Rockland Green certifying to Rockland Green that the Project 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 the Engineer 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 PAYMENT. Rockland Green shall pay the Contractor the Contract Price in exchange for the Contract Services in accordance with Appendix 3 to this Contract. The Contractor will be paid progress payments on a schedule of values basis.

SECTION 5.2 SCHEDULE OF VALUES. Prior to review of the first request for payment ("Payment Request"), the Contractor must submit to Rockland Green and receive Rockland Green's approval for the schedule of values apportioning the entire Contract Price among the different elements of the Work (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed-up with whatever supporting information Rockland Green may reasonably request. The Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. 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 Payment Requests but shall only be so utilized after it has been approved in writing by Rockland Green and Rockland Green Engineer.

SECTION 5.3 ENTIRE COMPENSATION. The Contractor agrees that the Contract Price shall be the Contractor's entire compensation and reimbursement for the performance of the Contract Services.

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 request from Rockland Green pursuant to Section 3.12 hereof or as a result of a Change Order. 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 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, described in this Article V, 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, as provided above, 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. To the extent reasonably necessary to confirm direct costs required to be cost substantiated, copies of

timesheets, invoices, canceled checks, expense reports, receipts and other documents, as appropriate, shall be delivered to Rockland Green with the request for reimbursement of such costs.

**SECTION 5.5 CONTRACTOR PROJECT SCHEDULE AS A CONDITION OF PAYMENT.** The Contractor's Project Schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project. Each such revision shall be furnished to the Engineer. 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 PAYMENT AND RETAINAGE.**

A. **Payment Frequency.** Rockland Green shall make payments of the Contract Price to the Contractor in accordance with the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit a Payment Request for the period ending the last calendar day of the previous month. Said Payment Request shall be in such format and include whatever supporting information as may be reasonably required by the Engineer.

B. **Payment Request.** In its Payment Request, the Contractor may request payment for ninety percent (90%) of that element of the Contract Price allocable to the Contract Services that have been properly provided, including labor, materials and equipment properly incorporated in the Work, and materials or equipment necessary for the Work and properly stored at the Project Site (or elsewhere if offsite storage is approved in writing by the Engineer), less the total amount of previous payments received from Rockland Green. Payment for materials stored offsite shall be at the discretion of Rockland Green and if approved, the Contractor shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to Rockland Green, and that materials have been purchased and paid for by the Contractor (copies of paid invoices must be submitted to the Engineer with Payment Request). Risk of loss shall be borne by, and insurance must be provided by, the Contractor while in storage and in transit, for all such materials purchased and paid for by the Contractor. With each Payment Request, Contractor shall submit certified payrolls in accordance with Section 3.13(D) herein, and to the extent requested by Rockland Green, an affidavit that the Project and/or Site is free of all liens and encumbrances.

C. **Change Orders and Payment Requests.** Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to Rockland Green for such changes in the Work.

D. **Certification by Contractor.** Each Payment Request 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, and that the Contractor knows of no reason why payment should not be made as requested.

E. **Rockland Green Review.** Upon receipt of a properly completed Payment Request, the Engineer shall review the Payment Request and may also review the Work at the Project Site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request and is as required by this Contract. Such review of the Payment Request and any related work shall be performed by the Engineer within two (2) weeks from the date Rockland Green receives such Payment Request. The amount of each such payment shall be the amount approved for payment by the Engineer, less such amounts, if any, otherwise owing by the Contractor to Rockland Green or which Rockland Green shall have the right to withhold as authorized by the Contract Documents, subject to approval by Rockland Green. Approval of the Contractor's Payment Requests shall not preclude Rockland Green from the exercise of any of its rights, including those related to authorized withholdings, offsets and reclamation, as set forth herein below.

F. **Payment Request as Representation and Warranty of Work.** The submission by the Contractor of a Payment Request 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, as required by Rockland Green, also furnish to the Engineer 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 Payment Requests 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 Payment Request 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 Substantial Completion of the Project has been achieved.

**SECTION 5.7 PROMPT PAYMENT.** 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 5.8 NO APPROVALS, CONSENTS OR WAIVERS IMPLIED IN PAYMENTS.** Neither payment to the Contractor, utilization of the Project 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.

**SECTION 5.9 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 Payment Request, or otherwise;



- (iii) The Contractor's rate of progress being such that, in the reasonable opinion of the Engineer, 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 issuance of the Certificate for Final Completion, and are in addition to Contractor's obligations elsewhere in this Contract.

**SECTION 5.10 PAYMENT UPON FINAL COMPLETION.** Upon Final Completion, Rockland Green shall pay the Contractor 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 the Engineer 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 issuance of a Certificate of Final Completion in accordance with Section 4.2 and the delivery and approval of information, as required herein.

**SECTION 5.11 FAILURE TO MEET SUBSTANTIAL COMPLETION.** In addition to other remedies of Rockland Green, Liquidated Damages may be withheld or collected for failure to meet the date for Substantial Completion as set forth in Section 3.3 above.

SECTION 5.12 FINAL PAYMENT. Rockland Green shall endeavor to make final payment of all sums due the Contractor within thirty (30) days of the final Payment Request, with the exception of items disputed in good faith or concerning which the Engineer has reasonably exercised any of his rights to investigate.

## ARTICLE VI. CONTRACT ADMINISTRATION

SECTION 6.1 THE ENGINEER. The Engineer is lawfully licensed to practice engineering in the State. The duties, responsibilities, and authority of the Engineer are set forth in the Contract Documents and shall not be restricted, modified or extended without the written consent of Rockland Green. Such consent shall not be unreasonably withheld.

SECTION 6.2 CONTRACT ADMINISTRATION. The Engineer will provide administration of the Contract as described in the Contract Documents, and will be Rockland Green's representative during the Term. The Engineer will have authority to act on behalf of Rockland Green to the extent provided in the Contract Documents.

SECTION 6.3 SITE VISITS. The Engineer will visit the Site at intervals appropriate to the stage of the Contractor's Work (1) to become generally familiar with and to keep Rockland Green informed about the progress and quality of the portion of the Work completed, (2) to guard Rockland Green 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, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer 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 6.4 FAILURE TO PERFORM. The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer 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 6.5 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION. Rockland Green and Contractor shall communicate with each other about matters arising out of or relating to this Contract. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Engineer.

SECTION 6.6 MEETINGS. The Contractor shall conduct meetings in accordance with the Specifications or as reasonably requested by Rockland Green.

SECTION 6.7 CERTIFICATES OF PAYMENT. Based on the Engineer's evaluation of the Contractor's Payment Requests, the Engineer will review and certify the amount due and

Rockland Green will issue payments in response to Payment Requests in accordance with Article V.

**SECTION 6.8 REVIEW OF SUBMITTALS.** The Engineer 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. The Engineer's actions will be taken in accordance with the submittals schedule as set forth in the Specifications, while allowing sufficient time in the Engineer's professional 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. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any means, methods, techniques, sequences, or procedures.

**SECTION 6.9 REJECTION OF WORK.** The Engineer will have authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer will have authority to require inspection or testing of the Work. However, neither this authority of the Engineer 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 the Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**SECTION 6.10 PREPARATION OF CHANGE ORDERS AND CONSTRUCTION CHANGE DIRECTIVES.** The Engineer will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work in accordance with Article VIII hereof.

**SECTION 6.11 INSPECTIONS.** The Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to Rockland Green, for Rockland Green's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will issue a final certificate for payment upon compliance with the requirements of the Contract Documents.

**SECTION 6.12 INTERPRETATIONS.** The Engineer will interpret and decide matters concerning performance under, and the requirements of, the Contract Documents on written request of either Rockland Green or the Contractor. The Engineer's response to such request will be made in writing. Delay shall not be recognized on account of failure by the Engineer to furnish such interpretations. Interpretations and decisions of the Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Engineer will endeavor to secure faithful performance by both Rockland Green and the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith. The Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in 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.  
CHANGE ORDERS

SECTION 8.1 AUTHORITY TO ISSUE CHANGE ORDERS. One or more changes to the Work within the general scope of this Contract may be ordered by Change Order. Rockland Green may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The Contractor shall proceed with any such Change Orders or Construction Change Directives 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 ORDER DEFINED. "Change Order" shall mean a written order to the Contractor executed by the Parties after execution of this Contract, directing a change in the Work. A Change Order may include a change in the Contract Price (other than a change attributable to damages caused by the Contractor for delay) or the time for the Contractor's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, Rockland Green may also direct a change in the Work in the form of a "Construction Change Directive", which will set forth the change in the Work and the change, if any, in the Contract Price or time for performance, for subsequent inclusion in a Change Order. Construction Change Directives shall include a not-to-exceed preliminary price, against which the Contractor may begin billing (subject to the requirements for pay applications elsewhere herein) as the work is performed.

SECTION 8.3 SUBSTANTIATING THE CHANGE ORDERS. The cost of any change in the Work shall be determined in accordance with the requirements of this Article and consistent with the Contract Documents.

SECTION 8.4 ITEMIZATION FOR CHANGE ORDERS. The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Engineer, with any proposal for a Change Order.

A. The price breakdown:

(i) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and Subcontracts; and

(ii) Must cover all work involved in the modification, whether the work was deleted, added or changed.

B. Subcontract price breakdowns. The Contractor shall provide similar price breakdowns to support any amounts claimed for Subcontracts.

C. Justification. The Contractor's proposal shall include a complete justification for any time extension proposed in conjunction with the Change Order request.

**SECTION 8.5 CALCULATION OF CHANGE ORDER AMOUNTS.** Any change in the Contract Price resulting from a Change Order shall be determined as follows:

A. Mutual agreement. By mutual agreement between Rockland Green and the Contractor as evidenced by a written Change Order executed by the Parties of the Change Order.

B. No mutual agreement. If no mutual agreement occurs between Rockland Green and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule otherwise provided in Section 8.8, below. Any such costs or savings shall be documented in the format and with such content and detail as Rockland Green requires.

C. Documentation. The Contractor shall promptly submit such documentation and other backup as Rockland Green may require in evaluating the actual costs incurred.

**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 of which the Contractor knew or should have known.

**SECTION 8.7 NOTIFICATION TO SURETY AS OTHERWISE REQUIRED.** The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders and Construction Change Directives if such notice, consent or approval are required by Rockland Green, the Contractor's surety or by law. The Contractor's execution of the Change Order or Construction Change Directive shall constitute the Contractor's warranty to Rockland Green that 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. Contractor's or Subcontractor's materials shall include the cost of materials, sales tax (if any) and the cost of all transport. The cost of items listed shall be directly

related to the Change Order or Construction Change Directive. 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 limited to the hourly rate of directly involved workers, employer contributions towards Contractor standard benefits, pensions, unemployment or social security (if any), and employer costs for paid sick and annual leave.

C. Overhead. Contractor's or Subcontractor's overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, and vehicle expense directly related to the Project, and all other direct Project expenses not included in the Contractor's materials, direct labor, and equipment costs.

D. Allowance. The allowance 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, 15% of the subtotal of costs to the Contractor.

(ii) For the Contractor, for any work performed by his Subcontractor, 6% of the amount due the Subcontractor.

(iii) For each Subcontractor or sub-subcontractor involved, for any work performed by their own forces, 15% of their materials and direct labor costs.

(iv) For each Subcontractor, for work performed by his sub-subcontractor(s), 6% of the amount due the sub-subcontractor.

E. Total Cost or Credit. For Change Orders or Construction Change Directives the total cost or credit to Rockland Green shall be based on the following schedule:

(i) Contractor's materials cost;

(ii) Contractor's direct labor costs;

(iii) Contractor's equipment costs (includes owned/rental equipment);

(iv) Applicable Subcontractor costs;

(v) Subtotal of costs to the Contractor;

(vi) Contractor's overhead and profit; and

(vii) Total cost or credit to Rockland Green.

Nothing contained in this Article shall be deemed to contradict or limit the terms of Section 3.9 herein.

ARTICLE IX.  
CLAIMS BY THE CONTRACTOR

SECTION 9.1 PROCEDURES FOR CONTRACT CLAIMS. All Contractor claims against Rockland Green shall be initiated by a written claim submitted to Rockland Green. 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; 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. 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.

SECTION 9.2 CONTRACTOR PROHIBITED FROM WITHHOLDING SERVICES. The Contractor shall continue to perform the Contract Services regardless of the existence of any claims submitted by the Contractor or any Disputed Decision, including claims set forth in Section 11.1 hereof. Contractor shall not withhold services for failure of the parties to agree upon a Change Order, but Contractor shall proceed in accordance with any Construction Change Directive and may at its option file a claim under this Article.

SECTION 9.3 CLAIMS RELATED TO PROJECT 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 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 within ten (10) days after the first appearance to such party of the circumstances. 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 the Engineer 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 indirect costs

(such as a home office overhead) or 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.

SECTION 10.2 GROUNDS FOR TERMINATION. Rockland Green has the right to terminate the Contract for cause if the Contractor:

- A. Fails to supply adequate 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, including obtaining any necessary permits and the Prevailing Wage 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 changes 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; or

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

R. Fails to achieve Final Completion within thirty (30) days of the Scheduled Substantial Completion Date, 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 an 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.

**SECTION 10.4 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 and the Engineer 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 Project Site pending completion of the Work.

(ii) Following such initial inspection of the Work with Rockland Green and the Engineer 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.

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

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

(ii) Accept assignment of Subcontracts and purchase orders as provided in this Contract, and

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

(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. The Contractor will not be compensated for the cost of terminating Subcontracts which must be terminable at no cost to Rockland Green if the Contract is terminated.

## ARTICLE XI. DISPUTE RESOLUTION AND LITIGATION

SECTION 11.1 DISPUTED DECISIONS OF ROCKLAND GREEN OR THE ENGINEER. If the Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Rockland Green or the Engineer ("Disputed Decision"), the Contractor may, immediately upon receiving any such Disputed Decision, notify the Engineer in writing, with a copy to Rockland Green, of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof ("Notice of Dispute"); provided, however, that Contractor shall, nevertheless proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Rockland Green or the Engineer without regard to such dispute or objection and such Notice of Dispute. To the extent that a Disputed Decision also gives rise to a claim within the meaning of Section 9.1, Contractor shall also comply with the provisions of that Section and Article. Unless the Contractor so notifies the Engineer not later than two business days after receipt of such Disputed Decision, and, whenever feasible, prior to taking

any action based upon such Disputed Decision, the Contractor shall be conclusively deemed (1) to have agreed to and accepted such Disputed Decision as being fair, reasonable, and finally determinative of the Contractor's obligations and rights under this Contract; (2) to have waived all grounds for dispute of or objection to such Disputed Decision; and (3) to have waived all claims for damages and equitable adjustments to the Contract Price and Contract Time based on such Disputed Decision. To avoid and settle without litigation any Disputed Decision, Rockland Green and Contractor agree to engage in good faith mediation as provided in this Section. Within seven (7) days after Engineer's receipt of any Notice of Dispute, Engineer shall deliver to Contractor, with a copy to Rockland Green, Engineer's preliminary written response either rejecting Contractor's claim, recommending to Rockland Green approval of Contractor's claim, suggesting a compromise of Contractor's claim, or requesting additional information. Within fourteen (14) days after Contractor's receipt of Engineer's preliminary written response, the Contractor shall deliver to the Engineer any additional information requested and notify the Engineer whether the Contractor is withdrawing, modifying or reaffirming its Notice of Dispute. Within three business days after the Engineer's receipt of the Contractor's reply, a conference among Rockland Green, the Engineer, and the Contractor shall be held to resolve the dispute. In the event the parties fail to resolve such dispute, the parties may hereby agree, as an express condition precedent to the commencement of any litigation in accordance with Section 11.2, below, to mediate the Disputed Decision in accordance with the American Arbitration Association's ("AAA") Construction Industry Rules. Each party shall bear its own costs of such mediation.

**SECTION 11.2 FORUM SELECTION AND CONSENT TO JURISDICTION, WAIVER OF RIGHT TO REMOVE.** The parties hereby agree to litigate in a state court of competent jurisdiction within Rockland County, New York, all Disputed Decisions not settled either through direct negotiation or mediation pursuant to Section 11.1. If either Party elects to bring a claim or file suit or any legal proceeding, the Parties expressly acknowledge and agree that such claim or legal proceeding or cause of action shall be filed, remain, tried and resolved in the State Courts of the State of New York, County of Rockland. The Parties expressly waive any right otherwise provided by any Applicable Law to remove the matter to any other state or federal venue. 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, and all references to arbitration herein or in any procurement documents are deemed void.

## 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 4 hereto and shall pay all premiums and deductibles with respect thereto as the same become due and payable. 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 contained as Transaction Agreement Forms 1 and 2 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.

B. Costs of Providing Security for Performance. The cost and expense of obtaining and maintaining the Security Instruments required under this Section as security for the performance of the Contractor's obligations hereunder shall be borne by the Contractor without reimbursement from Rockland Green.

SECTION 12.3 INDEMNIFICATION BY THE CONTRACTOR. The Contractor shall indemnify, defend and hold harmless Rockland Green, and its elected officials, appointed officers, employees, representatives, the Engineer, agents and 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; or (2) the negligent acts, errors or omissions or willful misconduct of the Contractor or any of its Affiliates, officers, directors, employees, agents, representatives or Subcontractors in connection this Contract. The Contractor shall also indemnify Rockland Green as and to the extent provided elsewhere in this Contract. 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. The Contractor shall not, however, be required to reimburse or indemnify any Rockland Green Indemnitee for any Loss-and-Expense to the extent resulting from (a) the negligence or willful misconduct of any Rockland Green Indemnitee or to the extent attributable to any Uncontrollable Circumstance, and (b) any act or omission of any Rockland Green Indemnitee judicially determined to be proportionally responsible for or contributing to the Loss-and-Expense, and a Rockland Green Indemnitee whose negligence or other wrongful conduct, act or omission is adjudged to have caused such Loss-and-Expense shall be responsible therefor in the proportion that its negligence or wrongful conduct caused or contributed to the Loss-and-Expense. 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, and the Contractor shall have the right to assume the defense of the claim in any Legal Proceeding and to approve any settlement of the claim. 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.

The Contractor shall be responsible for all liability associated with the Work. Without limiting the foregoing, the Contractor shall indemnify, defend and hold harmless Rockland Green from all Loss and Expense on account of any tort or other liability resulting from the Work.

**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 due to the occurrence of an Uncontrollable Circumstance. The party experiencing an Uncontrollable Circumstance shall give prompt written notice to the other, and use all reasonable efforts to eliminate the cause thereof, reduce costs and resume performance hereunder. If the Executive Director of Rockland Green determines that the event which caused the disruption of services has ended, but the Contractor does not resume Contract Services after notification, it will constitute a breach of this Contract. Closure of a Disposal Facility that the Contractor is/was using or intended to use does not constitute an Uncontrollable Circumstance, notwithstanding Rockland Green's approval of such facility.

### 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").

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 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 Project 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. Right of Rockland Green to Proceed with Corrective Action; Contractor Liability. If the Contractor fails to commence and complete the steps set forth in subsection (A) 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 correction of such nonconforming Work with its own forces or with third party contractors. If Rockland Green does perform such corrective Work, the Contractor shall be responsible for all costs incurred in performing such correction.

C. 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 Period relates only to the specific obligations of the Contractor to respond to notices from Rockland Green under this Article, and has no relationship to the time within which the obligation of the Contractor to comply with this Contract may be enforced, nor the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations under this Contract.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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. 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, 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 SEVERABILITY OF PROVISIONS. If any one or more of the provisions contained in the Contract Documents should be deemed invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein are not to be affected or impaired thereby; provided the same does not materially alter the rights or obligations of the parties.

SECTION 14.11 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 14.12 DRUG FREE WORKPLACE. The Contractor shall comply with New York Drug-free Workplace Act, P.S. 287.087.22.

SECTION 14.13 NOTICES.

A. Procedure. All notices, consents, approvals or written communications given pursuant to the terms of this Contract shall be: (1) in writing and delivered in person; (2) transmitted by certified mail, return, receipt requested, postage prepaid or by overnight courier utilizing the services of a nationally-recognized overnight courier service with signed verification of delivery; or (3) given by email transmission, if a signed original is deposited in the United States Mail within two (2) days after transmission. Notices shall be deemed given only when actually received at the address first given below with respect to each Party. 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:

[ \_\_\_\_\_ ]  
[ \_\_\_\_\_ ]  
[ \_\_\_\_\_ ]  
[ \_\_\_\_\_ ]

With a copy to: [ \_\_\_\_\_ ]  
[ \_\_\_\_\_ ]  
[ \_\_\_\_\_ ]  
[ \_\_\_\_\_ ]

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

Rockland County Solid Waste Management  
Authority d/b/a Rockland Green  
172 Main Street  
Nanuet, New York 10954  
Attn: Gerard M. Damiani, Jr., Executive Director

With a copy to:

Rockland County Solid Waste Management  
Authority d/b/a Rockland Green  
172 Main Street  
Nanuet, New York 10954  
Attn: Kenneth Murphy, General Counsel

SECTION 14.14 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 14.15 COUNTERPARTS. This Contract may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same agreement.

SECTION 14.16 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. Specifically, upon reasonable request of Rockland Green, the Contractor shall supply an affidavit that the Project 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).

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 COUNTY SOLID  
WASTE MANAGEMENT AUTHORITY d/b/a  
ROCKLAND GREEN

By: \_\_\_\_\_  
Gerard M. Damiani, Jr.  
Executive Director

[CONTRACTOR]

By: \_\_\_\_\_

Name:

Title:

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APPENDIX 1

CONTRACT DRAWINGS

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APPENDIX 2  
SPECIFICATIONS

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APPENDIX 3  
CONTRACT PRICE

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## APPENDIX 4 REQUIRED INSURANCE

Prior to the Contract commencement 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 in the aggregate on a per project basis;
- Commercial comprehensive automobile liability endorsed for any automobile shall be not less than \$1,000,000 per person and \$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 \$1,000,000; and
- Pollution liability shall not be less than \$1,000,000.

1. The commercial general liability, excess 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") on all insurance policies required herein, other than

workers' compensation and employer liability coverage. The Contractor will waive the subrogation rights of its various insurance carriers in favor of Rockland Green.

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 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.

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 Contract Services.

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.

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APPENDIX 5  
PREVAILING WAGE SCHEDULE

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TRANSACTION AGREEMENT FORMS

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TRANSACTION AGREEMENT FORM 1  
FORM OF  
PERFORMANCE BOND

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that we, [ \_\_\_\_\_ ] 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 d/b/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 [ \_\_\_\_\_ ] (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, the Surety may 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 Surety elects to not 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 Oblige under the applicable provisions of the Contract, the Surety hereby further agrees that the Surety shall, if requested in writing by the Oblige promptly take all such actions as is necessary to complete said Contract in accordance with its terms and conditions or make payment as required hereunder.

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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 FORM 2  
FORM OF  
LABOR AND MATERIALS PAYMENT BOND

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENT, that we [ \_\_\_\_\_ ] 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 d/b/a Rockland Green as Oblige (the "Oblige"), 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 [ \_\_\_\_\_ ] (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 and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said Contract that may hereafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

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 \_\_\_\_\_, 2021.

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 \$\_\_\_\_\_.

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