

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
ALLAN MYERS MD, INC.

DATE: 01/11/2023

TABLE OF CONTENTS

Paragraph

1. Licensed Premises
2. License Term
3. Early Termination
4. License Fee
5. Use Licensed Premises
6. Assignment
7. Condition of Licensed Premises
8. Alterations and Improvements
9. Liens
10. Services and Operating Expenses
11. Furniture, Fixtures and Equipment
12. Liability, Property Damage and Fire Insurance
13. Hold Harmless
14. Responsibilities of Licensee
15. Destruction of Licensed Premises
16. Default
17. Access
18. Surrender of Possession
19. Notice of Accidents, Defects or Damage
20. Compliance with Laws
21. Waiver
22. Non-Discrimination
23. Public Employment
24. Mailing Notices
25. Resident Agent
26. Prohibition of Hazardous Substances
27. Non-Appropriation
28. American Disabilities Act Requirements
29. Eminent Domain
30. Force Majeure
31. Entire Agreement
32. Modification
33. Governing Law
34. Claims
35. Holdover
36. No Tenancy Created

Exhibit A – Task Order 45
Exhibit B – Construction Contract
Exhibit C – Licensed Premises

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 11 day of January, 2023 by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and Allan Myers MD, Inc. ("Licensee"), (the County and the Licensee together the "Parties").

WITNESSETH:

WHEREAS, the County and the Northeast Maryland Waste Disposal Authority, a body politic and corporate organized and existing under the laws of the State of Maryland (the "Authority"), are parties to an Intergovernmental Agreement, dated January 17, 2007, as amended from time to time (the "IGA"), for the Authority to perform activities specified in task orders in furtherance of the County's solid waste activities.

WHEREAS, the County and the Authority are parties to Task Order No. 45, dated August 9, 2022, pursuant to which the Authority will provide construction services, through the services of Licensee as its contractor, for the construction of certain remediation construction services at the closed Gude Landfill. A true and correct copy of Task Order No. 45 is attached hereto as **Exhibit A** and incorporated herein; and

WHEREAS, pursuant to the IGA and Task Order No. 45, the Authority and Allan Myers MD, Inc. entered into that certain Construction Contract, dated September 23, 2022 (the "Construction Contract") under which terms Licensee, a Maryland corporation specializing in infrastructure construction related services, including work at landfills, will act as the Authority's contractor, per the requirements of Task Order No. 45, to perform the said remediation construction services at the closed Gude Landfill. A true and correct copy of the Construction Contract is attached hereto as **Exhibit B** and incorporated herein; and

WHEREAS, the Construction Contract incorporates Gude Landfill Remediation Design Technical Specifications, 100% Design R2, (prepared for the Authority and the County by EA Engineering, Science, and Technology, Inc. PBC and dated September 2021), which sets forth, inter alia, under Section 01 59 00 (TEMPORARY FACILITIES

AND CONTROLS), the Contractor's responsibilities in providing field office construction, maintenance, and removal with respect to field offices as specified therein, and at the Contractor's expense; and

WHEREAS, pursuant to the terms of the Construction Contract, the County and Licensee wish to enter into this License to allow Licensee to use and occupy a portion of the premises located at 600 E. Gude Drive, Rockville, MD 20850 (the "Building"), containing 4,200 square feet, more or less (the "Licensed Premises"), in furtherance of the IGA, Task Order No. 45 and the Construction Contract, subject to the terms and conditions contained in this License.

NOW THEREFORE, and in consideration of the covenants contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. LICENSED PREMISES: The County does hereby grant the Licensee the privilege, license and right to use the Licensed Premises, as depicted on **Exhibit C** attached hereto and incorporated herein.

2. LICENSE TERM & FEE COMMENCEMENT DATE:

A. License Term: The initial term of this License shall expire four (4) years from the Fee Commencement Date (hereinafter defined), unless terminated earlier in accordance with the terms and conditions of this License. So long as the Construction Contract is in full force and effect and Licensee is not in default of this License at the expiration of the then current term, Licensee shall have the option to renew this License agreement for three (3) additional consecutive renewal terms of one (1) year each (individually, a "Renewal Term" and together with the initial term, the "License Term") upon Licensee notifying the County by written notice no later than six (6) months prior to the expiration of the then current term. Each Renewal Term shall be upon the same terms and conditions which were in effect before the end of the immediately preceding term, subject to appropriate increase of Fees as set forth in Section 4 below. Notwithstanding anything contained in the License to the contrary, this License will terminate automatically upon the termination of the Construction Contract.

B. Fee Commencement Date: The fee commencement date shall commence on December 1, 2022 (the "Fee Commencement Date").

3. EARLY TERMINATION: It is agreed between the Parties that this License may be terminated at any time during the License Term or any extension of the License Term by either party giving thirty (30) days written notice to the other of the termination. The County is under no obligation to provide alternate space for Licensee and is not responsible for any moving costs or any expenses incurred by Licensee to relocate or move, whether or not such move or relocation is the result of termination or any other reason.

4. LICENSE FEE:

A. In consideration of services provided by the Licensee as set forth in the Construction Contract, and for the rights and obligations provided for in this License, Licensee shall pay to the County the Base Annual Fee, Base Monthly Fees, and Additional Fees (as those terms are hereinafter defined) in United States currency, without any deduction, set-off, notice, demand, and unless stated otherwise, billing. Commencing on the Fee Commencement Date, the Licensee shall pay all Base Monthly Fee and in advance on the first day of each calendar month during the License Term.

B. Base Annual Fee. The Base Annual Fee shall be payable by the Licensee to the County during each year of the License Term in equal monthly installments, as set forth in Subparagraph G., below.

C. Adjustments to Base Annual Fee. On the first day of the second License year, and on the first day of each License year thereafter during the License Term, the Base Annual Fee (then in effect) shall not be increased over the Base Annual Fee payable during the previous year.

D. Additional Fees. Additional Fees shall mean all money due to County under the requirements of this License, other than Base Annual Fee and Base Monthly Fee. Unless stated otherwise, the Licensee shall pay Additional Fees within 10 business days of receipt of an invoice. County's remedies for the non-payment of Additional Fees are the same as for non-payment of Base Annual Fee.

E. Deposit. Licensee shall NOT pay a security deposit.

F. Late Charge and Interest. Any Base Monthly Fee which is not received by County by the seventh (7th) day of the month shall be subject to a late charge of five percent (5%), it being understood that this does not extend the due date of such fee. In addition, all Base Monthly Fees not paid within thirty (30) days after the due date and all other fees and all other payments becoming due hereunder which is not paid on the due date shall bear

interest at the rate of twelve percent (12%) per annum from the date when the same shall become due and payable.

G. The Licensee shall pay or cause to be paid to the County the annual and monthly amounts listed in the following schedule:

License Year	Base Annual Fee	Base Monthly Fee	Base Fee Rate
1	\$9,250.00	\$770.83	\$2.20
2	\$9,250.00	\$770.83	\$2.20
3	\$9,250.00	\$770.83	\$2.20
4	\$9,250.00	\$770.83	\$2.20

All payments are to be made payable as follows:

Montgomery County, Maryland
Department of General Services, Office of Real Estate
P.O. Box 826766
Philadelphia, PA 19182-6766

If the Fee Commencement Date occurs on a day other than the first day of the calendar month, the Base Monthly Fee shall be prorated at the rate of one thirtieth 1/30 of the applicable monthly installment per day for each day of such partial month.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that it shall use the Licensed Premises for the exclusive purpose of operating as the Contractor and performing the Scope of Work/Scope of Services pursuant to Task Order No. 45 and the Construction Contract (as those terms are defined therein), and for no other purposes. (the "Permitted Use").

Licensee agrees to ensure compliance with all licensing and operational requirements, and federal, state and local laws regulating its use of the Licensed Premises. Licensee shall be responsible for obtaining all licenses and certifications required by State, Federal, and County law for the Permitted Use. Failure to obtain and maintain any required certifications and licenses or to comply with applicable law will constitute a breach of this License. Licensee will not use or occupy the Licensed Premises for any purpose other than the Permitted Use.

6. ASSIGNMENT: The Licensee shall not assign, transfer, mortgage or otherwise encumber this License or sublet or rent (or permit a third party to occupy or use) the Licensed Premises or any part of the Licensed Premises without the express consent of the County.

7. CONDITION OF LICENSED PREMISES: Licensee accepts the Licensed Premises in its "as is" condition, latent defects and deficiencies excepted. Licensee agrees to maintain the Licensed Premises in good condition and free of clutter throughout the License Term. Licensee acknowledges and agrees that, at the expiration or earlier Termination of the License Term, it will surrender the Licensed Premises to the County in the same condition as when Licensee accepted the Licensed Premises, with reasonable wear and tear and damage due to casualty excepted.

8. ALTERATIONS AND IMPROVEMENTS:

A. Licensee shall not undertake any alterations, changes or improvements to the Licensed Premises without the prior written consent of the County. In the event the County grants such consent, Licensee shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect and shall diligently pursue such approved alterations, changes or improvements. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License. All alterations and improvements shall be undertaken by Licensee at its sole risk and expense.

B. Approval and Inspection: Approval of any alterations, changes or improvements to the Licensed Premises will be conditioned on Licensee submitting to the County plans and specifications clearly setting forth the work to be performed. The County shall respond in writing within forty-five (45) days from receipt of plans and specifications. The County shall inspect the premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. In the event that the completed work is not satisfactory to the County, Licensee shall undertake any necessary corrections, at Licensee's risk and expense.

C. Licensee expressly acknowledges that at the County's election, all alterations, installations, changes, replacements, additions to or improvements upon the

Licensed Premises shall remain upon the Licensed Premises and be surrendered with the Licensed Premises at the expiration or earlier termination of this License without disturbance, molestation or injury. Alternatively, the County may require that all such alterations, installations, changes, replacements, additions to or improvements upon the Licensed Premises be removed by Licensee at the expiration or earlier termination of this License, in which event Licensee hereby agrees to cause them to be removed at Licensee's sole cost and expense and to repair any damage caused by such removal, and, further, should Licensee fail to remove them, then in such event the County may deem them as abandoned and cause them to be removed at Licensee's expense, and Licensee hereby agrees to reimburse the County for the cost of such removal together with any storage fees and any other incidental fees, and all damages which County may suffer and sustain by reason on Licensee's failure to remove them.

9. LIENS: Licensee shall not do or suffer anything to be done whereby the Licensed Premises shall be encumbered by any lien, including mechanic's liens. Licensee expressly covenants and agrees that it will, within sixty (60) days after the filing thereof, commence to promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon the Licensed Premises or any portion thereof by reason of or any act or omission on the part of Licensee, and hereby expressly agrees to save and hold harmless the County from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against the Licensed Premises, and shall not be thus released within said sixty (60) day period, the County, in its sole discretion, may (but nothing herein contained shall be construed as requiring it so to do) pay and discharge said lien and relieve the Licensed Premises from any such lien, and Licensee agrees to pay and reimburse the County immediately upon demand for or on account of any expense which may be incurred in discharging such lien or claim.

10. SERVICES AND OPERATING EXPENSES:

A. By County: Subject to and contingent upon annual appropriation of funding by the County Council, and except for work necessitated by reason of Licensee's negligent or wrongful act, the County agrees to provide within the Licensed Premises, at the County's sole cost and expense, the services listed below. All such services shall be provided and performed at the same level and manner as provided and performed for all

similar Montgomery County serviced properties. Those services agreed to by and between the County and the Licensee are as follows.

- i. Maintenance of the fire alarm and security systems.
- ii. Repair, replacement and preventive maintenance of mechanical (including the elevators), HVAC, electrical and plumbing systems.
- iii. Fire extinguisher service, inspections, and replacements as necessary.
- iv. Perform snow removal and landscaping services, as needed.
- v. Exterior painting as needed or as required by the County. Specifications of type of paint and colors shall be provided by the County. The County, at its own cost and expense, shall use its own contractor to complete the painting.

B. By Licensee: Licensee agrees to provide within the Licensed Premises, at Licensee's sole cost and expense, the services set forth below.

- i. All custodial, janitorial and recycling services in the Licensed Premises, including the bathrooms (if any). Proper routine maintenance and repair (i.e., cleaning) of flooring products. General maintenance including but not limited to interior window cleaning, light bulb replacement; and maintenance required for code compliance.
- ii. Trash removal, recycling and pest control.
- iii. Bed bug infestation remediation and removal if applicable.
- iv. Telephone and internet service.
- v. The Licensee shall maintain, repair and/or replace all kitchen appliances, if applicable. Such appliances include but are not limited to the following: refrigerators, freezers, hood systems, ovens, stovetops/ranges, microwaves, dishwashers, etc.
- vi. Any proprietary systems (i.e., computer systems, phone systems, etc.) that require maintenance and/or replacement shall be at the sole responsibility and cost of the Licensee.
- vii. Intentionally omitted.

- viii. Appliance replacement when, in County's sole judgment, replacement is necessary due to abuse, misuse, deterioration, or negligence on the part of Licensee, its contractors, employees, patrons or agents. All appliances shall be approved in writing by the County prior to their installation. Licensee must apply, if available, for any warranties for new appliances acquired for the facility and shall assign its rights under such warranties to County as the expiration or earlier termination of this License.
- ix. Licensee shall not proceed with or use any unusual or hazardous materials in the performance of these requirements without consent of the County.
- x. Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to the interior of the structure, or contents of the Licensed Premises due to the willful or negligent acts of Licensee, Licensee's employees, patrons, invitees, guests, clients, residents, or agents. In the event of such damage, the Licensee shall immediately make the necessary repairs or replacement to the satisfaction of the County at Licensee's sole cost and expense, or the County shall make such repairs or replacements for which Licensee shall promptly reimburse the County.

A summary of such repairs shall be transmitted quarterly to the Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate.

- C. Licensee's Proportionate Share: Licensee shall pay to the County utility costs as Additional Fees for the Licensee's proportionate share of the Building, which share is determined to be 28.86%, within thirty (30) days after receipt of County's statement. The Licensee's proportionate share is computed as follows:

$$\begin{array}{l}
 \underline{4,200} \text{ square feet for Licensed Premises} \\
 \text{divided by} \\
 \underline{14,700} \text{ square feet for Building} \\
 \underline{28.86\%} = \text{Licensee's pro rata share}
 \end{array}$$

11. FURNITURE, FIXTURES AND EQUIPMENT: At the termination of this License, Licensee must deliver to the County the Licensed Premises in good, clean condition, reasonable wear and tear excepted. All items which are attached to the Licensed Premises or are a part of the Licensed Premises systems at the time the Licensed Premises is delivered to Licensee, shall remain with the Licensed Premises. Any personal property remaining within the Licensed Premises after termination of the License shall be considered abandoned and become property of the County. The County shall dispose of any such property in the manner it deems appropriate, and the Licensee agrees to reimburse the County immediately upon request for all costs and expenses incurred by the County in storing and/or disposing of said property.

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance Requirements:

i. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury and fire legal liability issued by an insurance company licensed in the State of Maryland and acceptable to the County.

ii. Licensee agrees to obtain and maintain, during the full term of this License, a policy of workers' compensation and employers' liability meeting all statutory requirements of the State of Maryland with the following minimum Employers' Liability limits; *Bodily Injury by Accident - \$100,000 each accident, Bodily Injury by Disease - \$500,000 policy limits and Bodily Injury by Disease - \$100,000 each employee*

iii. Licensee agrees to obtain and maintain, an All-Risks Property Policy during the License term and any renewal terms to protect the full replacement value of all contents of the Licensed Premises and all business personal property and interests of the Licensee, the County and the Property of Others against any loss. Any deductibles under this policy shall be funded by the Licensee. The County does not provide any coverage for Licensee's owned contents, business personal property and improvements to the Licensed Premises.

B. Additional Insured: The Licensee's Liability Policies must list Montgomery County, Maryland as an additional insured and all insurance policies obtained by the Licensee as required by this License Agreement must provide that the Licensee will give the County written notice of amendment, cancellation, termination or non-renewal, no later than forty-five (45) days prior to amendment, cancellation, termination or non-renewal. The Licensee must provide on an annual basis evidence that is satisfactory to the County of the insurance coverages required under this License Agreement and if requested copies of policies.

C. Certificate of Insurance: The Licensee must, within thirty (30) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance and copy of policies evidencing the coverages required under this License Agreement. The certificates must be issued to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850. Licensee has the obligation to assure that the County always has a valid Certificate of Insurance and complete copies of the policies.

D. Subrogation: If a casualty or other occurrence which should be covered by the insurance required by this License Agreement occurs, the Licensee must look solely to its insurer for reimbursement and the Licensee must ensure that such insurance is so written that the Licensee's insurer waives all rights of subrogation and shall have no cause of action against the County, its agents, or employees as a result of such casualty or occurrence. The Licensee waives and releases all right of recovery which it might otherwise have against the County or its agents or employees by reason of any loss or damage resulting from such casualty or other occurrence.

E. County's Insurance: The County will maintain its normal fire and liability insurance on the Licensed Premises for its operations. The County reserves the right to self-insure.

13. HOLD HARMLESS. Licensee agrees to indemnify, hold harmless and defend the County (the County shall have the option of requiring Licensee to pay for the County's defense in lieu of Licensee defending the County) from any and all third party claims of liability, actions, damages and expenses, including, but not limited to, reasonable

attorneys' fees and litigation costs, but only to the extent arising out of or related to Licensee's use of possession of the Licensed Premises and improvements appurtenant thereto from any breach of this License by Licensee, or from any third party claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, errors or omission of Licensee, its agents, contractors, guests, invitees, or employees, except such negligence as may be occasioned by the acts or omissions of the County, or its and their employees, agents and contractors. Licensee further specifically agrees to hold the County harmless from and defend the County (the County shall have the option of requiring Licensee to pay for the County's defense in lieu of Licensee defending the County) for any claim of liability made in connection with any construction, alteration, or improvement by Licensee to the Licensed Premises, whether or not approved by the County, or the installation of any equipment by the Licensee within the Licensed Premises.

14. RESPONSIBILITIES OF LICENSEE: Licensee covenants and agrees as follows:

A. Licensee shall not keep or allow to be kept gasoline or other flammable material or any explosive within the Licensed Premises (with the exception of oxygen tanks or cannisters) which will increase the rate of fire insurance on the Licensed Premises, Building or property beyond the ordinary risk established for the Permitted Use described in Paragraph 5, above. Any such increase in the insurance rate due to the above, or due to Licensee's operations within the Licensed Premises, shall be borne by Licensee. Licensee shall not willfully do any act in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises, Building or Property, and Licensee, upon receipt of the same in writing, agrees to conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. Licensee shall not use or allow the Licensed Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, adjacent properties or the adjacent neighborhood.

C. Licensee shall not place upon the Licensed Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first

approved in writing by County. However, at the Licensee's sole cost and expense, the Licensee shall be required to place upon the Licensed Premises signage prohibiting smoking or vaping of any kind in and around the Licensed Premises.

D. Licensee acknowledges that all responsibilities of Licensee relating to the use or misuse of the Licensed Premises, and anything therein shall be construed to include use or misuse thereof by Licensee's agents, employees, guests and invitees.

E. Licensee shall not have animals in or about the Licensed Premises. This provision does not limit Licensee or Licensee's clients' rights to have service animals on the Licensed Premises. Licensee is solely responsible for the proper care of service animals in the Licensed Premises and in keeping the Licensed Premises clean and free of debris, waste and damage associated with the care and feeding of service animals.

F. Licensee, upon receipt of the same in writing shall comply with all reasonable rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by County, and any violation of said rules and regulations upon the expiration of any applicable notice and cure period shall be deemed to constitute a violation of this License. It is understood that such rules and regulations shall not unreasonably interfere with or prevent the Permitted Use of the Licensed Premises as set forth in this License. County shall not discriminate against Licensee in the enforcement of any rule or regulation. If there shall be a conflict between this License and rules and regulations, the terms of this License shall govern.

G. Licensee must maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures.

H. Licensee must require and assure that all entrance doors and windows in the Licensed Premises shall be closed and locked when the Licensed Premises are not in use. Further, Licensee before closing and leaving the Licensed Premises at any time must close all windows and doors and secure the Licensed Premises. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors or windows by Licensee nor shall any changes be made in existing locks or the mechanisms thereof without prior written approval of County, and in the event of an approved change shall provide County with keys to the facility. Licensee shall, upon the termination of this

License, return to the County all keys associated with the Licensed Premises, whether furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys so furnished the Licensee shall pay to the County the replacement cost thereof

I. Licensee must inform all occupants of the Licensed Premises as to all rules and regulations regarding the Licensed Premises established by the County and the safe and proper operation of all appliances and equipment in the Licensed Premises.

J. The Licensee must not strip, overload, damage, or deface the Licensed Premises or any part of the premises of which the Licensed Premises are a part, including, but not limited to, hallways, stairways, or elevators.

K. The Licensee must not permit any trade or occupation to be carried on or use made of the Licensed Premises outside the scope of this License, as set forth in Section 5 above. Further the Licensee agrees to and must obey any and all federal, state, county and local laws and regulations relating to its use of the Licensed Premises.

L The Licensee must not move any furniture or equipment which is the property of the County into or out of the Licensed Premises without the County's prior written consent.

15. DESTRUCTION OF LICENSED PREMISES: The County will have no obligations to restore the Building or Licensed Premises and will have no liability to the Licensee in the event of damage or destruction to the Building or Licensed Premises.

16. DEFAULT: Licensee shall be considered in default of this License and the County may terminate this License upon Licensee's failure to cure or commence to cure the occurrence of any of the following within ten (10) days written notice from the County:

- i. Failure to perform under any term, covenant or condition of this License.
- ii. The commencement of any action or proceeding for the dissolution or liquidation of Licensee, or for the appointment of a receiver or trustee of Licensee's property.
- iii. The making of any assignment of this License or the Licensed Premises for the benefit of Licensee's creditors.

- iv. The abandonment of the Licensed Premises by Licensee.
- v. Any default or breach of the terms and conditions of this License beyond the applicable cure period.
- vi. Use of the Licensed Premises by the Licensee or with the consent of Licensee, for uses other than the Permitted Use set forth in Section 5 of this License; or
- vii. The intentional use of the Licensed Premises by Licensee or by Licensee's agents, employee, contractors, or guests, for any unlawful purpose.

It should be noted that Section 4. LICENSE FEE. does not apply to the ten (10) day cure period described above in this section.

17. ACCESS: County and its respective agents and employees shall have the right at all reasonable times, upon reasonable notice to the Licensee, to enter upon the Licensed Premises for the purpose of inspecting same, making necessary repairs, and showing same to potential purchasers and mortgage lenders, and, during the last nine (9) months of the License Term, to prospective tenants, with reasonable efforts to minimize interference or disruption to the Licensee.

18. SURRENDER OF POSSESSION: Licensee covenants and agrees that at the expiration or other termination of this License, it shall remove all goods and effects from the Licensed Premises not the property of County, and return to County the Licensed Premises and all keys, locks and other fixtures connected therewith (except property belonging to Licensee), in good repair, order and condition in all respects, reasonable wear and tear excepted, and the use thereof, and damage by fire or other casualty, and damage from any risk with respect to which Licensee is not herein expressly made liable, excepted. Licensee shall pay for all damages due to any waste, misuse, or neglect of said Licensed Premises, its fixtures, and appurtenances, by said Licensee, its agents, employees, guests or invitees.

19. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: Licensee shall give to the County prompt verbal notice of accidents in or damages to the Licensed Premises, and, within twenty-four (24) hours, the Licensee shall follow-up with a detailed written report of such accidents or damages. Licensee shall provide notice by contacting

the County's Division of Facilities Management-Customer Service number at 240-777-7777. This number can be used 24 hours/7 days per week.

20. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office (the "Applicable Laws"). In no event shall Licensee be liable for any violations of Applicable Laws with respect to the Licensed Premises which are existing as of the Commencement Date.

21. WAIVER: The waiver at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this License shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver must not be construed or understood as waiving any further or other rights of either Party.

22. NON-DISCRIMINATION: The Licensee agrees to comply with the non-discrimination policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code, as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this License Agreement, the Licensee assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

23. PUBLIC EMPLOYMENT: The Licensee understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code, as amended, that it is unlawful for any person or entity transacting business contemporaneous with his or her public employment.

24. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed

to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

Licensee:

Allan Myers MD, Inc.
2011 Bel Air Road
Fallston, MD 21047
Attn: Richard W. Dungan, President
Rich.dungan@allanmyers.com

County:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

And:

Northeast Maryland Waste Disposal Authority
Tower II, Suite 402
100 S. Charles Street
Baltimore, Maryland 21201
Attn: Executive Director

25. RESIDENT AGENT: The Resident Agent for the Licensee is The Corporation Trust Incorporated and the address for receipt of notices and service of process is 2405 York Road, Suite 201, Lutherville, MD 21093. Licensee must immediately notify County of any change in resident agent or address as provided herein.

26. PROHIBITION OF HAZARDOUS SUBSTANCES: Licensee will not use or permit the Licensed Premises to be used in violation of any Environmental Laws, nor will it use, generate, release, store, treat, dispose of, or otherwise deposit, in, on, or about

the Licensed Premises and Building any Hazardous Substances, nor will it permit or allow any third party to do so without the County's prior written consent. The foregoing shall not preclude Licensee from using materials commonly used in the course of performing the Permitted Use, provided that Licensee properly handles and disposes of the same in accordance with applicable law and the manufacturers' instructions with respect thereto. The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises. The term "hazardous substances" shall mean any substance, chemical, waste, product or the like which now or in the future is identified as hazardous, toxic, dangerous or the like, or is regulated or otherwise subject to any Environmental Laws, including, but not limited to, asbestos, polychlorinated biphenyls, urea formaldehyde insulation, and any substance which requires reporting, registration, notification, removal, abatement or special treatment, storage, handling or disposal under any Environmental Laws. The term "Environmental Laws" shall mean all existing and future Federal, state and local laws, regulations, ordinances and the like relating to the environment, as amended from time to time. Environmental Laws currently include, but are not limited to, the following: The Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et. seq.) ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et. seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§11001, et. seq.) ("EPCRA"), the Occupational Safety and Health Act of 1970 (29 U.S.C. §§651 et. seq.) ("OSHA") and the Toxic Substances Control Act (15 U.S.C. §§2601 et. seq.) ("TSCA"). The Licensee indemnifies the County against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Licensed Premises by the Licensee, its agents, contractors or employees or guests. Notwithstanding anything to the contrary within this License Agreement, Lessee shall have no liability whatsoever, for any Hazardous Substances or conditions at, on under or about the Licensed Premises which (a) existed prior to the date of commencement of this License Agreement, or (b) were introduced on or after the commence date of this License Agreement by the County or any third party for whom Licensee is not responsible.

27. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason, does not appropriate funds to pay for the services specified in this License. The Licensee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

28. AMERICAN DISABILITIES ACT REQUIREMENTS: Licensee agrees that any future modifications it shall make to the Licensed Premises shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in Federal, State, and County Laws and regulations. Licensee must obtain all required permits prior to making any modifications to the Licensed Premises and must comply with all applicable building and safety codes.

29. EMINENT DOMAIN: The Licensee is not entitled to any condemnation award granted to the County as tenant of the Licensed Premises. In the event that the Licensed Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat of such taking, the Licensee will not be entitled to recover from the County any capital expenditures for improvements and betterments made by the Licensee to the Licensed Premises.

30. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this License if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party; provided, however, that this provision shall not excuse any non-payment of License Fees. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party.

31. ENTIRE AGREEMENT: This License (which contains and includes the Exhibits) is the entire agreement between the Parties, and no representations, inducements, or agreement, oral or otherwise, between the Parties not contained in this License shall be of any force or effect.

32. MODIFICATION: This License (other than the Rules and Regulations, which may be changed from time to time) must not be modified in any manner except by an instrument in writing executed by both Parties with the same formality as this License.

33. GOVERNING LAW: This License and its performance is to be governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland.

34. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland. The parties hereto hereby waive their right to a trial by jury in any legal action relating to this License.

35. HOLDOVER: Upon the expiration or earlier termination of this License, Licensee shall peaceably surrender the Licensed Premises to the County in broom clean condition and good repair. In the event the Licensee remains in possession of the Licensed Premises at the expiration or earlier termination of the License, except with the express written consent of the County, Licensee shall be liable to and shall indemnify, defend and hold harmless the County from any and all losses and damages alleged and/or sustained against it as a result of such holdover.

36. NO TENANCY CREATED: The Parties agree that this License Agreement is not intended to nor does it create a landlord/tenant relationship between LICENSEE and the County. LICENSEE acknowledges that the License granted by the County is for LICENSEE'S convenience only and is not a grant of any real property interest or tenancy, notwithstanding the requirement to maintain liability insurance or any other provision in this License Agreement to the contrary. Licensee agrees that the occupancy permitted by the County under this License Agreement does not convey to the LICENSEE any tenant rights or permit LICENSEE to avail itself of any landlord/tenant remedies permitted under the law.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

COUNTY:

**MONTGOMERY COUNTY,
MARYLAND**

By: *S. Rodriguez*

By: *[Signature]* for
Name: Fariba Kassiri
Title: Deputy Chief Administrative Officer
Date: 1/11/23

WITNESS:

LICENSEE:

Allan Myers MD, Inc.

By: *[Signature]*

By: *Richard W. Dungan*
Name: Richard W. Dungan
Title: President
Date: 12/21/2022

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

RECOMMENDED:

By: *Neal Anker*
Neal Anker
Associate County Attorney

By: *Cynthia Brenneman*
Cynthia Brenneman
Director, Office of Real Estate

Date: 12/22/2022

Date: 12/22/22

EXHIBIT A

Task Order 45



Task Order No. 45 -
Gude Landfill Remediation

Exhibit B

Construction Contract

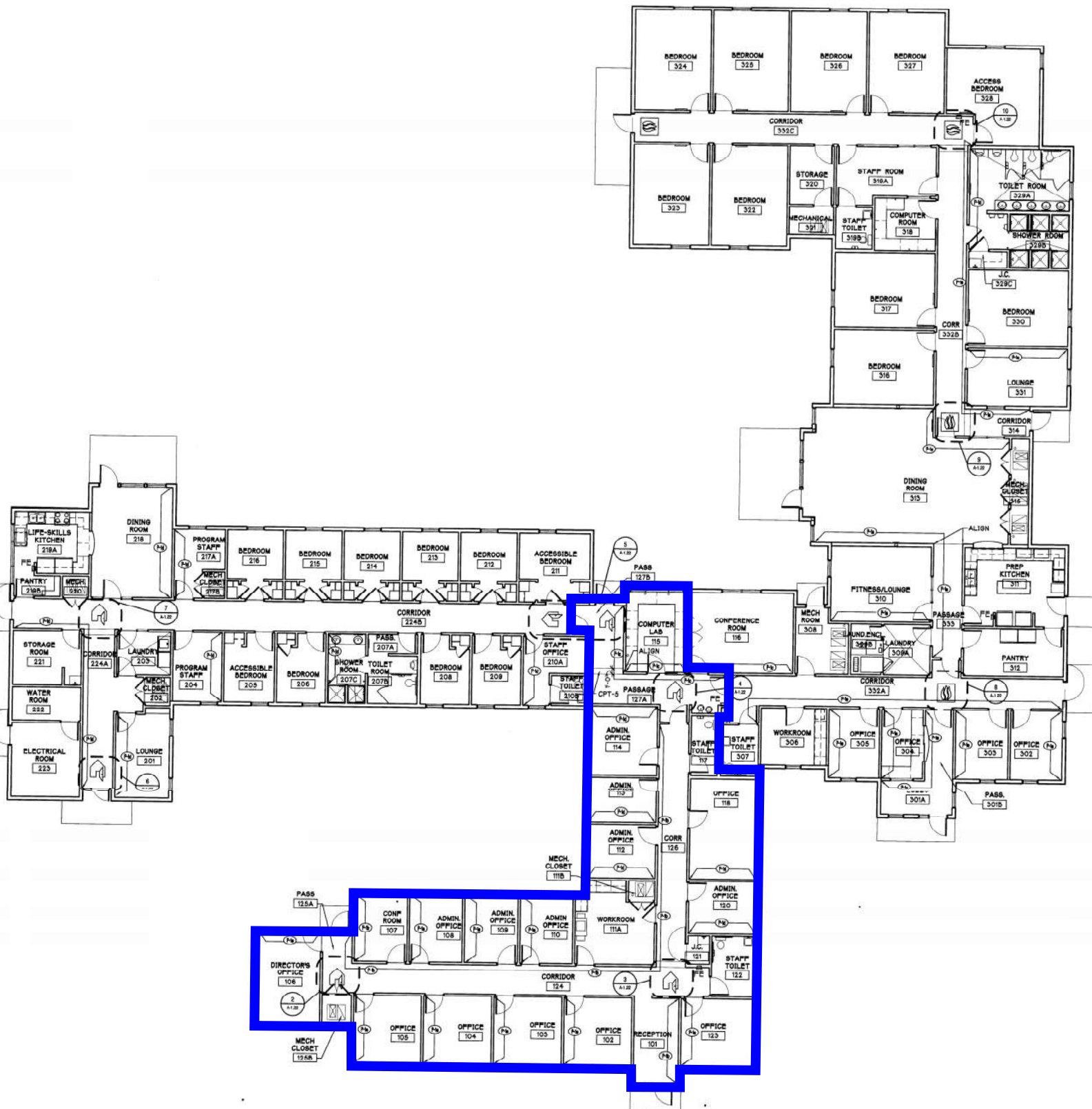


MoCo Gude LF
Construction Contræ

Exhibit C

Licensed Premises

LICENSED PREMISES



Construction Contract

This Construction Contract (the “Contract”) is made and dated as of the 23rd day of September, 2022 between Allan Myers MD, Inc. (“Contractor”), and the Northeast Maryland Waste Disposal Authority, (“Authority”). Each of the Authority and the Contractor may be referred to individually as a “Party”, and together they may be referred to as the “Parties”.

Recitals

A. The Authority is a public corporation established by Title 3, Subtitle 9 of the Natural Resources Article of the Maryland Code to assist its participating political subdivisions of Maryland and other public entities in providing adequate solid waste disposal facilities, including facilities for the generation of steam, electricity or fuels and recovery of materials that are derived from or are otherwise related to waste disposal. Montgomery County, Maryland (“County”) is a member of the Authority.

B. Contractor is a privately held company headquartered in Fallston, Maryland specializing in infrastructure construction related services, including work at landfills.

C. The Authority is assisting the County with the required remediation construction services at solid waste facilities for the Maryland Department of the Environment (“MDE”) and the implementation of approved Remediation Design, as designed and defined by the referenced drawings and specifications, at the closed Gude Landfill. The Contractor will perform construction work to install the Remediation Design, all pursuant to a contract with the Authority. See Exhibit A for the Scope of Work (SOW).

D. The Authority intends to finance the construction of the Remediation Design through certain capital funds from the County.

E. Contractor will act on behalf of the Authority by coordinating and enforcing the Subcontractor Protections as set forth in this Contract.

F. The Authority desires that Contractor perform on behalf of the Authority the duties to act as general contractor for the construction, performance of startup and testing of the Remediation Design, and development of record drawings, operation and maintenance data (as required) for the Remediation Design upon the terms and conditions set forth in this Contract.

G. Following completion of the Project, the County will own the Remediation Design.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows.

ARTICLE 1 – DEFINITIONS

1.1 - Definitions.

Capitalized terms used herein shall have the meanings set forth in Schedule I.

ARTICLE 2 – REPRESENTATIONS

2.1 - Representations by Contractor

Contractor represents that:

2.1.1 Organization and Qualification. Contractor is a corporation/[company] duly organized and validly existing under the laws of the State of Maryland. Contractor has all necessary power and authority to carry on its business as presently conducted and to enter into and perform its obligations under this Contract.

2.1.2 Authorization, approvals, no defaults. The execution, delivery and performance of this Contract by Contractor (1) has been duly authorized by all requisite corporate or company action, (2) to the best of Contractor's knowledge will not conflict with any provisions of applicable Law, and (3) will not conflict with any legal or contractual obligation to which it is a party or by which it or its property is affected.

2.1.3 Enforceability. This Contract constitutes the legal, valid and binding obligation of Contractor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights generally.

2.1.4 Legal Proceedings. There is no action, suit or proceeding, at law or in equity, or official investigation by or before any governmental authority, arbitral tribunal or any other body pending or, to the knowledge of Contractor threatened, against or affecting Contractor or any of its properties, rights or assets, which could reasonably be expected to result in a material adverse effect on Contractor's ability to perform its obligations under this Contract or on the validity or enforceability of this Contract.

2.1.5 Site Inspection. Contractor and Contractor's agents and representatives have visited, inspected and are familiar with the Site, its physical condition, roads, access rights, utilities, topographical conditions and air quality conditions, except for unusual or unknown surface or subsurface conditions, or unusual or unknown soil conditions, and have performed all reasonable investigations necessary to determine that the Site is suitable for the construction and installation of the Remediation Design, and are familiar with the local and other conditions which may be material to Contractor's performance of its obligations under this Contract (including, but not limited to transportation, seasons and climates, access, the handling and storage of materials and fuel and availability and quality of labor and materials).

2.1.6 Necessary Rights. Contractor owns or will obtain the legal right to use all patents, rights to patents, trademarks, copyrights, and licenses necessary for the performance by Contractor of this Contract and the transactions contemplated hereby, without any material conflict with the rights of others.

2.1.7 Approvals. Contractor has obtained and/or is in compliance with all Governmental Authorizations (other than Governmental Authorizations listed in Schedule XI, which Contractor will obtain as indicated in that schedule) that Contractor is required to obtain hereunder and for the valid execution, delivery and performance by Contractor of this Contract, and all such legal entitlements are in full force and effect.

2.1.8 Qualification. Contractor (including where applicable, through its relationships with Subcontractors and its Affiliates) possesses the knowledge and skills to oversee the construction work needed to complete construction of the Remediation Design.

2.2 - *Representations by the Authority*. The Authority represents that:

2.2.1 Organization and qualification. The Authority is a public corporation established by Title 3, Subtitle 9 of the Natural Resources Article of the Maryland Code duly organized and validly existing under the laws of the State of Maryland. It has all necessary power and authority to carry on its business as presently conducted, to own or hold its properties, and to enter into and perform its obligations under this Contract.

2.2.2 Authorization, approvals, no defaults. The execution, delivery and performance of this Contract by the Authority (1) has been duly authorized by all requisite company action; (2) to the best of the Authority's knowledge will not conflict with any provisions of applicable Law, and (3) will not conflict with any legal or contractual obligation to which it is a party or by which it or its property is affected.

2.2.3 Enforceability. This Contract constitutes the legal, valid and binding obligation of the Authority in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights generally.

2.2.4 Legal proceedings. There is no action, suit or proceeding, at law or in equity, or official investigation by or before any governmental authority, arbitral tribunal or any other body pending or, to the knowledge of the Authority threatened, against or affecting the Authority or any of its properties, rights or assets, which could reasonably be expected to result in a material adverse effect on the Authority's ability to perform its obligations under this Contract or on the validity or enforceability of this Contract.

ARTICLE 3 - THE WORK

3.1 - *Scope of Work*. Contractor shall provide or perform the Work or cause the Work to be provided or performed, in accordance with the terms of this Contract (see Schedule VII). Without limiting the foregoing, the Work shall include conducting, performing, providing

or procuring when and as necessary to permit progress of the Work to proceed substantially in accordance with the Construction Schedule:

3.1.1 all procurement activities and services necessary to conduct the Work and complete the Remediation Design in accordance with this Contract.

3.1.2 all activities and services necessary to obtain all required permits for the construction and operation of the Remediation Design, to include but not be limited to permits described in Section 01 11 00 in Schedule VII herein.

3.1.3 all construction activities and services necessary to conduct the Work and complete the Remediation Design in accordance with this Contract (including Site preparation, excavation and grading and proper disposal of all excavated materials if and as required in connection with performance of the Work). Hazardous Substances shall be handled in accordance with Section 4.5.1.

3.1.4 all materials necessary to conduct the Work and complete the Remediation Design in accordance with this Contract (including all necessary transport thereof).

3.1.5 all labor forces necessary to conduct the Work and complete the Remediation Design in accordance with this Contract (including all skilled and unskilled labor, supervisory, quality assurance and support service personnel).

3.1.6 all documents required to direct the Authority's personnel in the proper start-up, operation and maintenance of the Remediation Design.

3.1.7 all training of Operator in accordance with Standard Industry Practice to ensure that Operator is qualified to assume responsibility for maintenance and operation of the Remediation Design; and

3.1.8 all other activities, services and items, whether or not specifically described above, in Schedule VII or elsewhere in this Contract, if such performance, provision or procurement is necessary for a complete, acceptable and operable Remediation Design; provided, that Contractor shall not be responsible for performing, providing or procuring those activities, services and items for which the Authority bears express responsibility pursuant to Article 5.

ARTICLE 4 - CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

4.1 - Construction of the Remediation Design; Performance of the Work. Contractor, on behalf of the Authority, shall act as the general contractor for the Project and shall be solely responsible for the Construction of the Work, including, without limitation, the overall oversight and coordination of construction of the Remediation Design in accordance with: (a) the Specifications; (b) the Authorizations for the Remediation Design; (c) the terms of this Contract; (d) the Temporary Traffic Control Plan, the Health and Safety Plan and the plan for Site Security; and (e) all applicable Laws. Contractor shall coordinate the activities

with the CME, the Prime Subcontractors, the Contractor representative responsibility for safety, the Contractor representative responsible for QA/QC and other persons providing labor and materials to the Project to procure the equipment and materials for and complete the construction of the Remediation Design and act as the interface between the Authority and such persons all in accordance with applicable Law and Standard Industry Practice.

The Contractor shall coordinate with the Authority, County, and CME for the observation, monitoring, testing, and measurement of the Work.

4.2 - Retention of Qualified Subcontractors and Suppliers. Contractor may subcontract any portion of the Work to one or more Subcontractors and Suppliers with the prior written consent of the Authority, which consent shall not be unreasonably withheld. Approved Subcontractors and Suppliers as of the date hereof are set forth in Schedule VIII. Contractor shall provide notice to the Authority of all proposed Subcontractors and Suppliers for the Project who are not identified on Schedule VIII.

4.2.1 Project/Field Engineer. Contractor shall retain a field engineer (“Engineer”) for the Project or provide Contractor employees to perform some or all of the duties of the Engineer. See Schedule VII at 01 70 00. Engineer (if applicable) shall be retained under a separate Engineer’s Contract. The Engineer’s Contract shall include, among other terms and conditions: (a) the requirement that Engineer dedicate a competent team of professionals to perform the services required under Engineer’s Contract and keep that team available to the Project for the duration of Engineer’s Contract (which shall not end prior to the Operation Date); and (b) commercially reasonable levels of professional liability insurance protecting against errors and omissions of Engineer and Engineer’s employees and agents. Engineer shall have the primary design review responsibilities with respect to the Project. Engineer’s roles and responsibilities shall be more particularly set forth in Engineer’s Contract. If Contractor undertakes to perform the duties of the Engineer, Contractor shall have the same obligations defined for inclusion in the Engineer’s Contract.

4.2.2.1 Construction Management Engineer. The Authority shall retain the project manager/construction manager for the Project (“CME”) under a separate contract (CME’s Contract). The CME shall (a) review the Construction Schedule provided by the Contractor, subject to the Authority’s written approval; (b) monitor the performance of the Contractor and all Subcontractors and suppliers in accordance with the Construction Schedule; (c) review and recommend whether to pay all invoices submitted by Project suppliers and Subcontractors and review the work related thereto, to confirm that the work for which payment is requested has been performed; (d) inspect the Work as completed to confirm that it was constructed in accordance with the Specifications and performed to the required standard of care; (e) monitor compliance with the Health and Safety Plan; and (f) inform Contractor and the Authority regarding the progress and quality of the Work, as necessary to enable them to perform their respective functions under this Contract.

4.2.2.2 Effect of Authority’s Use of Construction Management Engineer. The use of the CME by the Authority does not relieve the Contractor of the obligation to (a) use a Maryland Licensed engineer, as required, to (b) obtain/maintain all permits and approvals

required, or (c) provide for an On-Site Manager for the duration of the construction of the Remediation Design. The On-site Manager will be primary point of contact in the field and will be responsible for implementing all of the requirements under the permits, approvals, and Plans. The Contractor is not relieved of its obligations to comply with the requirements of the Contract Documents, or for defective work, by (i) approval by the Authority of any drawing or other document prepared by Contractor; (ii) the activity, responsibility or administration of the Contract by the Authority's personnel; or (iii) inspections, tests, or approvals required or performed by persons other than Contractor.

4.2.3 Major Equipment/Materials Suppliers. Contractor will select the persons to supply the major equipment/materials systems for the Project (e.g., geotextile, geomembrane, fill, etc.) (Collectively, the "Major Equipment/Materials Suppliers"). Contractor, after consultation with the Authority, will select the Major Equipment/Materials Suppliers through a process that evaluates, among other things, the cost, performance specifications, environmental impact, performance history, and demonstrated performance of their installed equipment. Contractor will negotiate commercially reasonable forms of contracts with the Major Equipment/Materials Suppliers, which forms shall include commercially reasonable terms and conditions, including warranties, performance guarantees and liquidated damages.

4.2.4 Prime Subcontractors. Contractor has the right to retain the major construction subcontractors ("Prime Subcontractors") for the Project. Contractor will select the Prime Subcontractors, as needed, by an evaluation process that evaluates potential candidates based upon relevant criteria, including experience, reputation, and demonstrated success in relevant construction projects. Each Prime Subcontractor Contract shall also give Contractor the right to inspect and review that Prime Subcontractor's audited financial statements, payroll records, and other relevant information related to its invoices to Contractor.

4.2.5 Quality Control/Quality Assurance. See Schedule VII at 01 40 00 for QA/QC requirements for the Work. The Contractor shall supply, as part of this section, a detailed sequence of construction for a phase of the project prior to starting that phase of the project.

4.2.6 Safety Director. See Schedule VII at 01 45 00 and 01 50 00 for Health, Safety, and Traffic Safety requirements.

4.2.7 Safety Documentation. Contractor shall supply the Authority, upon request, Contractor safety and health documents, policies, procedures, inspections, certifications, and other mandatory OSHA required information that relates to its Performance of Work.

4.3 *Sales & Use Tax.* Contractor shall pay, and invoice to the Authority, as part of the Cost of the Work, all sales, consumer, use, gross receipts, and other similar taxes, special assessments and other fees in accordance with applicable Law. Additionally, Contractor shall promptly pay, and be responsible for, all federal, state, and local taxes which may be assessed against Contractor in connection with the employment of persons by Contractor in connection with the prosecution of the Work.

4.4 Investigation of the Site.

4.4.1 Contractor acknowledges that it has made reasonable efforts to investigate the physical conditions affecting the Site, consistent with the access that has been granted to Contractor and its agents.

4.4.2 Consistent with the access that the Authority has granted to Contractor and its agents, Contractor shall ascertain the nature of the Site and the general and local conditions that may affect the Site and the cost of making the Site fit for the construction of the Remediation Design.

4.4.3 Except for environmental conditions and subsurface or other conditions that could not have reasonably been discovered by a reasonable inspection of the Site within the scope of access afforded Contractor by the Authority, Contractor is responsible for accommodating all Site conditions in the Specifications for and construction of the Remediation Design, regardless of when the Site condition is discovered, but shall not be responsible for (a) subsurface or other conditions that could not be discovered by a reasonable inspection of the Site, consistent with the limitations on access provided by the Authority; (b) any conditions of the staging areas for the Work provided by the Authority, except to the extent that such conditions were disclosed by the drawings and other information provided by the Authority to Contractor. Notwithstanding a failure by Contractor to perform its Site investigation due diligence consistent with the access the Authority has granted under this Section 4.4, Contractor (except as expressly provided otherwise in Section 7.2 of this Contract) shall be responsible for successfully constructing the Remediation Design without adjustment of the Guaranteed Maximum Price.

4.5 - Hazardous Substances; Erosion.

4.5.1 See Schedule VII, Section 02 61 13.13.

4.5.2 Contractor shall be responsible for assuring that all waste generated in the performance of its obligations under this Contract and all waste transported to or from, moved or used or stored upon the Site by Contractor or any other person for whom Contractor is responsible, within the scope of Contractor's performance of this Contract, is handled in accordance with applicable Law. Contractor shall cause the affected Subcontractors to manage and dispose of the waste in compliance with applicable Law and Standard Industry Practice.

4.5.3 See Schedule VII, at Section 31 25 00. In the event Contractor fails to prevent such sedimentation, erosion or siltation from occurring in violation of applicable Law, the Authority shall have the right, after notifying Contractor and providing it an opportunity to cure of not less than five (5) Days, to correct such pollution or siltation. All expenses incurred by the Authority in the course of such correction shall be credited against payments owed to Contractor.

4.6 Compliance with Laws. In carrying out its duties hereunder, Contractor shall comply with all applicable Laws, including without limitation, all Laws, regulations and ordinances relating to health, safety or the protection of the environment. The Authority shall have no responsibility for any costs of environmental compliance or remediation to the extent caused by the negligent acts and omissions, or willful misconduct of Contractor or any of Contractor's employees or agents, including, without limitation, all Subcontractors and Suppliers.

4.7 Temporary Traffic Control Plan. See Schedule VII, at Section 01 50 00.

4.8 Health and Safety Plan. See Schedule VII, at 01 45 00.

4.9 Security Plan. See Schedule VII, at 01 45 00.

4.10 Construction and Storage Confined to Permitted Areas. See Schedule VII, at 01 11 00

4.11 Construction Office; Records. See Schedule VII, at 01 59 00.

4.12 No Liens. Contractor shall be responsible to see that all equipment and materials incorporated into the Work that are purchased by Contractor or by any Subcontractor to the Project shall not be subject to any chattel mortgage, conditional sales contract, or security Contract under which an interest or lien is retained; provided, however, that such equipment and materials may be subject to the security interest of the vendor, to secure the payment of the purchase price of the affected equipment and materials, so long as such security interest is terminable upon payment in full and Contractor causes good title to such equipment and materials, free and clear of such security interest to be conveyed to the Authority on or before the date of Final Payment. Contractor shall, as a condition precedent to payment, provide lien waivers to the Authority before final payment is required to be made by the Authority.

4.13 Compliance with Authorization Requirements. Contractor will familiarize itself with and comply with any applicable requirements of all Government Authorizations for the Remediation Design, including without limitation, requirements pertaining to environmental protection, noise abatement, erosion, traffic control, and parking.

4.14 Patents. Contractor shall, at its sole expense, pay or use reasonable efforts to ensure that its Subcontractors and Suppliers pay all royalties, license fees or other costs incident to their use in the performance of the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.

4.15 Inspections; Defective Work. Contractor shall communicate regularly with CME regarding CME's inspection of completed portions of the Work for conformity with the Specifications and for freedom from defects. Contractor shall accompany CME on such inspections as necessary under the circumstances. In the event that CME notifies Contractor of defective work that: (a) has the potential to have a material impact on the Cost of the Work or the Construction Schedule; or (b) indicates a systemic problem (i.e., a

persistent, widespread and/or material problem for the Project) with any piece of equipment, any portion of the Work, or the performance of any Major Equipment Supplier or Subcontractor, Contractor shall within 3 Business Days notify and provide relevant information to the Authority. Such information shall include the nature and extent of the problem, the cost and delay associated with the defective Work (if known), and the steps that Contractor and CME are taking to remedy the defective performance, including any remedies that they are pursuing under the applicable contract. See Schedule VII, at 01 26 00.

4.16 Contractor Responsibility to the Authority. Contractor covenants that in carrying out its duties on behalf of the Authority under this Contract, Contractor will at all times proceed in accordance with Standard Industry Practice and applicable Laws.

4.17 Project Close-out. Contractor shall be responsible for coordinating all tasks and responsibilities associated with Project Close-out. See Schedule VII, at Section 01 70 00 for Project Closeout requirements.

4.18 Other Authorizations. Except for the Governmental Authorizations, Contractor shall be required to obtain all other Authorizations (e.g., utility mark-outs, electrical permits, utilities' permits, etc.) required for the performance of the Work not in hand for the Work as of the Effective Date, and is required to maintain ALL Authorizations, including Governmental Authorizations, for the term of the Contract. Contractor shall be responsible for verifying all utilities shown on the contract drawings. With respect to required markings for such utilities, the completeness or accuracy of information provided is not guaranteed. In case of damage to utilities shown on the drawings or marked, or due to the Contractor's failure to have the utilities marked as required, Contractor shall have such utilities restored to a condition equal to that which existed prior to damage at Contractor's sole cost and expense. If Contractor encounters unforeseen damage to the utilities that Contractor believes is not the responsibility of Contractor, as set forth above, Contractor immediately shall notify the Authority. If the Authority reasonably determines that the damage was not caused by Contractor, the Authority will be responsible for any necessary repairs.

4.19 Confidentiality. Contractor shall make available to the Authority any record produced or collected under this Contract. The Authority agrees to treat as confidential materials that Contractor reasonably identified, and clearly designated, as confidential. However, Contractor understands that the Authority is subject to the Maryland Public Information Act. The Authority, in its sole discretion, may determine that disclosure of information is required under the Maryland Public Information Act, and the Contractor agrees to hold the Authority harmless with respect to any such disclosure. The Authority agrees that if it shall receive an order (in whatever form) compelling it by Law to disclose any such confidential record produced or collected under this Contract, it shall (to the extent permitted by Law) afford Contractor, and any Subcontractors who were the source of the requested record, notice of such request to afford Contractor or such others an opportunity to contest the order.

4.20 Insurance. Contractor shall obtain and maintain insurance as set forth in Schedule II.

4.21 Contractor Guarantee. On the Effective Date, Contractor shall provide to the Authority a payment security and a performance bond (together, referred to as a “Guarantee”) with a surety or other institution rated at least A from A.M. Best satisfactory to secure the performance of its obligations under this Contract in a form acceptable to the Authority. The payment security and the payment bond each shall be in an amount equal to 100% of the Guaranteed Maximum Price for the first year; and beginning the second year, each shall be reduced by the total amount invoiced for the previous year(s). The obligations of the Authority pursuant to Article 5 hereunder are expressly conditioned upon the receipt of such Guarantee. The Guarantee shall be in the form as set forth in Schedule X.

ARTICLE 5 – THE AUTHORITY’S RIGHTS AND RESPONSIBILITIES

5.1 Transfer of Control Responsibility to the Authority. On the one-year anniversary of the Certificate of Substantial Completion, the Authority, shall assume sole responsibility for the control of the Remediation Design, except that Contractor shall have the right and obligation to (a) provide technical, operational and general supervisory guidance, (b) complete any remaining Punch List items on a schedule that is mutually agreeable to the Parties; and (c) otherwise perform its remaining obligations under this Contract. The warranty periods for the meadow establishment and the plantings are described in Schedule VII, at Section 32 93 00.

5.2 The Authority’s Responsibilities During the Project. The Authority shall:

5.2.1 Make payment of the Cost of the Work in accordance with Article 9.

5.2.2 Require its employees and agents to abide by all rules applicable to the Site and the Remediation Design, including but not limited to rules pertaining to safety, security procedures or requirements, and designated entrances.

5.2.3 Reasonably cooperate with Contractor and provide any other assistance reasonably necessary to enable Contractor to perform the Work as required hereunder.

5.2.4 Provide adequate temporary construction easements and permanent easements for the Remediation Design and any necessary support facilities for the Remediation Design.

5.2.5 At all times promptly respond, including making appropriate representatives available with decision-making authority, to any reasonable requests by any of the Parties to this Contract for meetings, for review and comments regarding relevant documents provided to them for review and comment.

5.2.6 At all times, use commercially reasonable efforts to proceed in a manner that supports the Construction Schedule.

5.2.7 Promptly take all actions reasonably requested by Contractor to assist Contractor in obtaining any Authorizations for the Remediation Design.

5.2.8 Not unreasonably withhold support from other actions reasonably requested by Contractor to promote the timely completion of the Remediation Design or to promote the completion of the Remediation Design within the Project budget.

5.3 Denial of Authorizations. Subject to the specific rights and obligations of the Parties set forth in Section 7.2 and Article 14, if Contractor is denied a required Authorization, or any such Authorization is obtained but contains restrictions, qualifications or conditions that would have a material adverse impact on the benefits or obligations of the Parties under this Contract, the Parties agree to use commercially reasonable efforts, within 30 Days of the denial of the required Authorization or issuance of the unduly restrictive Authorization, to reform this Contract, or to take other mutually agreeable actions that provide each Party with economic or other benefits that are substantially equivalent to those set forth in this Contract. If the Parties are unable to so reform this Contract or agree upon other mutually acceptable arrangements, Section 13.5 (Force Majeure; Failure of Authorizations) shall apply.

5.4 The Authority's Additional Rights and Responsibilities. In addition to the Authority's responsibilities under Section 5.2 of this Contract, the Authority shall have the following responsibilities with respect to the Project:

5.4.1 Financing. The Authority will take all actions necessary to obtain the financing it needs to enable it to satisfy its payment obligations under this Contract. The Contractor shall not be obligated to perform Work until (i) this Contract is executed and (ii) a written Notice to Proceed (NTP) is issued by the Authority to the Contractor. The Work is subject to the annual appropriation of funding by the County. The Contractor has provided a schedule for work based upon the Design Engineer drawings and specifications. The Authority will issue a separate notice to proceed no later than August 1 each year after the start of the Work for the next fiscal year's effort. The Authority's fiscal year begins July 1st and ends June 30th. If no notice to proceed is issued by the Authority by close of business September 1 (or the next business day), the Contractor shall have the right to commence demobilization and levy charges for such work, as well as completing billing for all Work performed to June 30 of the previous fiscal year.

Gude Landfill Remediation Project		
CIP Budget - Construction Funding Disbursements		
Contract Funding Disbursement Dates by Fiscal Year (FY)		Budgeted Amounts for Disbursement*
July 1, 2021	FY22	\$13,421,055.03
July 1, 2022	FY23	\$11,493,000.00
July 1, 2023	FY24	\$12,105,000.00
July 1, 2024	FY25	\$10,687,000.00
July 1, 2025	FY26	\$5,858,000.00
July 1, 2026	FY27	\$748,000.00
Total Contract Funding Disbursements by Fiscal Year (FY)		\$54,312,055.03
Contract Award Value on July 1, 2022 =		\$24,914,055.03
<i>*Budgeted amounts are subject to change</i>		

5.4.2 Inspection of Contractor's Records. At any time from the execution of this Contract to 3 years after the Operation Date, Contractor (or an Affiliate of Contractor duly designated as the custodian of Contractor's books and records) shall, upon reasonable prior notice from the Authority with respect to the subject matter and schedule, provide a designated representative of the Authority during normal business hours with such reasonable access to Contractor's books and records as is reasonably necessary to enable the person providing notice to review Contractor's costs incorporated into the Cost of the Work and Contractor's calculation thereof. Such review shall be at the cost and expense of the person(s) conducting the review. In conducting such review, the person(s) reviewing such books and records shall follow reasonable security procedures designed to protect against the release of trade secrets and other confidential information.

5.4.3 The Authority's Right to Inspect Work. The Authority and its agents and employees shall, upon reasonable prior notice to Contractor and subject to adherence to the safety procedures and other procedures and requirements applicable to the Site (including without limitation, and such procedures and requirements established in connection with any insurance coverage obtained in connection with the Project), have access to inspect all Work; provided, however, that any inspection of the Work shall be conducted at a reasonable time and in a manner that does not delay or increase the Cost of the Work by disrupting the Work. Contractor shall have the right to condition such inspection upon the persons conducting the inspection observing procedures to preserve the safety and security of the Site and to comply with any applicable requirements of Project insurers. Notwithstanding any review or inspection by the Authority of the Work, Contractor shall not be relieved of its responsibility for the construction and performance of the Project as expressly set forth in this Contract solely by virtue of the Authority's inspection or review.

5.5 Contractor's Rights and Responsibilities.

5.5.1 Financing. If required, Contractor will take all actions necessary to obtain the financing it needs to enable it to satisfy its payment obligations under this Contract.

5.5.2 Government Authorizations. Contractor, on behalf of the Authority, shall apply for and obtain all necessary Authorizations for the Work for those not in hand, and shall maintain all Government Authorizations for the term of the Contract.

ARTICLE 6 - OWNERSHIP OF ASSETS

6.1 Ownership of the Remediation Design; Risk of Loss. Ownership of the Remediation Design, and of each item of material, equipment, machinery, supplies and other items incorporated therein, shall pass from Contractor to the Authority in accordance with the percentage Ownership interest obtained with each payment pursuant to Article 9, except as provided below. Notwithstanding passage of title under this Section 6.1, Contractor shall have the full responsibility for care, custody, and control of the Remediation Design, and each item of material and equipment incorporated into the Remediation Design including all equipment and materials used in connection therewith). Contractor shall bear the risk of loss thereof in each such case until the completion of the Warranty Period, which is 12 months after Substantial Completion of the Remediation Design. See Section 01 70 00, Paragraph 3.3 for more details.

ARTICLE 7 - COST OF THE WORK; PROJECT FINANCING

7.1 Guaranteed Maximum Price. The maximum amount the Authority shall be obligated to pay Contractor for completion of the Work shall be the sum of \$55,377,777 (“Guaranteed Maximum Price”), subject only to the adjustments defined in this Article 7 of this Contract. The Authority’s responsibility for the Guaranteed Maximum Price shall be adjusted only pursuant to (a) Section 7.2 of this Contract relating to the Guaranteed Maximum Price; and (b) the impact of Change Orders made by the Parties as set forth in Article 8 but excluding increases to the Cost of the Work resulting from Change Orders necessary to remedy errors and omissions by Contractor or its Subcontractors.

7.2 Exclusions from the Guaranteed Maximum Price. The following items (the “Excluded GMP Costs”) are not covered by the Guaranteed Maximum Price and such reasonable costs shall be payable by the Authority in excess of the Guaranteed Maximum Price, except as expressly provided otherwise below: (a) any incremental Cost of the Work resulting from a Force Majeure; (b) any increase or decrease in the Cost of the Work resulting from the imposition of additional requirements or reallocation of the Cost of the Work by a Permitting Body having jurisdiction over the Work, which shall be handled in accordance with Section 14.1; (c) any increase or decrease in the Cost of the Work resulting from any Change Order made pursuant to Section 8, which shall be allocated as set forth in such Sections; (d) any increase in the Cost of Work resulting from deviations from the assumptions set forth in Schedule VI and (e) any increase in the Cost of the Work resulting from the Authority’s failure to cooperate reasonably with Contractor or the other Parties to this Contract, including without limitation the Authority’s failure to carry out its duties under Sections 5.2 or 5.4.

ARTICLE 8 - ADDENDA AND CHANGE ORDERS

8.1 General. See Schedule VII, at 01 26 00 for Contract Modification Procedures. In any case where the Contractor deems extra monetary compensation, or extension of certain due dates, is due it for work or materials not clearly covered in this Contract, or not ordered by the Authority as an extra through a Change Order, the Contractor shall notify the Authority in writing, of its claim for such extra compensation and receive the approval of the Authority, in writing, before Contractor begins the work on which Contractor bases the claim. If such notification is not given, or the Authority is not afforded proper records by the Contractor for keeping a strict account of actual costs, then the Contractor is deemed to have waived the claim for such extra compensation and/or not have had a valid claim initially. In case the claim is found to be just, it shall be allowed and paid as a change order as provided for herein.

ARTICLE 9 - PAYMENT FOR WORK

9.1 Payment Milestones; Payment Schedule. See Schedule VII, at 01 20 00 for Measurement and Payment standards.

9.1.1 Progress Report and Invoice.

9.1.1.1 On or about the fifth Business Day of each calendar month, Contractor shall submit to the Authority (i) its invoice, and (ii) a progress report covering the previous calendar month (the "Payment Period") containing at a minimum the following information ("Progress Report"): (1) A description of the Work performed during the Payment Period and all Payment Milestones achieved; (2) A description of the Work not yet performed, if any, necessary to meet the Construction Schedule for such Payment Period; (3) A description of the Work and the related Payment Milestones anticipated to be performed or achieved during the next month; (4) A statement of the amount due Contractor for Work for which payment was withheld from an earlier payment, if applicable; (5) A statement of all sums previously paid to Contractor; (6) Partial lien waivers from Contractor covering all the Work through the immediately preceding Payment Period; (7) An updated Construction Schedule showing progress to date, any failures to meet the Construction Schedule, the current schedule of activities, and a forecast of activities remaining to be performed; (8) Information regarding unusual weather conditions or Force Majeure events encountered during the Payment Period that have affected the Work; (9) A summary of any problems encountered during the period and the remedies effected or planned; (10) Bulk quantities installation curves showing planned versus completed quantities (*e.g.*, fill, geotextile, conduit and stabilization); (11) Reserved; (12) Any other information reasonably requested in writing by the Authority; (13) Value of Change Orders and Addendums added to the Payment Milestone Schedule; (14) Itemization and allocation of any Excluded GMP Costs; and (15) If requested by the Authority, the dates of any Payment Milestones for Major Equipment/Material Supplier contract payments coming due before the next monthly Payment Due Date, together with the estimated payment dates, that the

Authority will need to make, prior to the next monthly Payment Due Date to avoid or minimize interest charges.

9.1.1.2 In the event that the Authority reasonably determines that Contractor has not met a Payment Milestone in accordance with the Payment Milestone Schedule during the applicable period, the Authority may withhold an amount equal to the value of the Payment Milestone not completed until such Payment Milestone is completed. In the event of any such withholding, the Authority shall deliver to Contractor, not later than the Payment Due Date for the payment from which such withholding is being made, a written Notice specifying the basis for the withholding. Contractor shall be paid such withheld amount, without interest, on succeeding Payment Date(s) when and to the extent Contractor demonstrates and the Authority reasonably agrees that the previously unjustified payment has become justified. If the Authority and Contractor agree before the next Payment Due Date that any Payment Milestone payment was justified, and therefore wrongly withheld (e.g., the supporting documentation meets the requirements of the specifications and 9.1.1.1), then the Authority shall pay to Contractor on the next Payment Due Date interest at the Late Payment Rate on any monies that were wrongly withheld.

In the event of any withholding dispute that is not resolved by the next Payment Due Date, Contractor shall have the right to have the Authority's Executive Director review the dispute and the Authority's reasons for withholding payment. If the Authority's Executive Director concludes the withholding is justified, then the Contractor shall not be entitled to be paid the withheld amount unless and until it addresses any reasons for withholding that are confirmed by the Authority's Executive Director. If the Authority's Executive Director concludes that the withheld payment was wrongly withheld, then the Authority shall immediately pay to Contractor, the wrongly withheld amount, together with interest at the Late Payment Rate on the withheld Payment Milestone payment(s), from the Payment Due Date until the wrongly withheld amount is paid in full.

9.1.1.3 In the event Contractor owes the Authority any amounts under this Contract and such amounts remain unpaid 30 Days after Notice thereof, the Authority may offset such amounts from any payment due to the Contractor hereunder.

9.1.1.4 Contractor shall not cease or reduce the rate of its performance under this Contract on account of any withholding under this Section 9.1.

9.1.1.5 Progress payments may be made to the Contractor for materials delivered on the site or stored offsite under the following conditions:

a. Materials delivered on the site but not installed, including completed preparatory work, and off-site materials to be considered for progress payment must be approved items, not susceptible to deterioration or physical damage in storage or in transit to the construction site. Examples of materials acceptable for payment consideration include geosynthetic materials, plastic piping, aggregate, soil, precast/prestressed concrete products, and other materials approved in writing by the Authority.

b. Materials to be considered for progress payment prior to installation must be specifically and separately identified in the Contractor's Schedule of Values required of

this Contract. Requests for progress payment consideration for such items must be supported by supplier invoices and bills of lading showing delivery of the material. Contractor must provide written consent from the surety company with each payment request for offsite materials.

c. Materials are adequately insured and protected from theft and exposure.

d. No payment for stored material will be made if it is anticipated that the material will be incorporated into the work within 30 days of the written request. Materials in transit to the job site or storage site are not acceptable for consideration for progress payment.

e. Materials shall be so stored as to assure the preservation of their quality and acceptability for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the project site may be used for storage. Any additional space required must be provided by the Contractor at the Contractor's expense. Materials shall be handled in such a manner as to preserve their quality and acceptability for the work.

9.1.2 Payment. Other than amounts properly withheld pursuant to Sections 9.1 and retainage as described in Section 9.2, the Authority shall pay the applicable payment for each Payment Milestone within 30 Business Days after Contractor invoices the applicable Payment Milestone (the "Payment Due Date").

9.1.3 Interest. Any overdue amounts shall accrue interest at the Interest Rate from the due date of such amount until paid in full.

9.2 *Retainage*. All amounts paid by the Authority to Contractor pursuant to the Payment Milestone schedule for Work prior to the application for the Certificate of Substantial Completion, shall be subject to retainage of five percent (5%). Sixty Calendar Days after the issuance of the Certificate of Substantial Completion, ninety-five percent (95%) of the retainage withheld, less the Punch List Holdback Amount, shall be released to Contractor.

9.3 *Final Payment*. Upon (a) the Operation Date, (b) the provision by Contractor of lien waivers for all remaining liens on the Project to the Authority and (c) acceptance of the Work by the Authority in accordance with Section 10.5, the Authority shall pay the "Final Payment."

ARTICLE 10 - COMMENCEMENT AND PERFORMANCE OF WORK

10.1 *Commencement; Schedule*. Contractor shall commence performance of the Work at the earliest reasonable time (the "Construction Commencement Date") but no later than 30 days following issuance of written NTP from the Authority. The Authority will issue a separate Notice to proceed no later than August 1 each year after the start of the Work for the next fiscal year's effort. If no notice to proceed is issued by the Authority by close of business September 1 (or the next business day) the Contractor shall have the right to commence demobilization and levy charges for such work, as well as completing billing for all Work performed to June 30 of the previous fiscal year. See Schedule VII, at 01 50 00 for mobilization and demobilization requirements.

10.2 Substantial Completion. See Schedule VII, at 01 70 00 for the requirements for the Certificate of Substantial Completion.

10.3 Working Hours. Normal working hours are Monday through Friday, 7:00 A.M. to 5:00 P.M., excluding Montgomery County Holidays. County holidays are listed on the County's website (<https://www.montgomerycountymd.gov/opi/holidays.html>) and as of March 17, 2022, include:

- New Year's Day
- Dr. Martin Luther King's Birthday
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

All Contractor work shall be performed during normal working hours unless approved by the CME in writing. Any requests to work during other than normal working hours must be made to the CME at least 48 hours in advance. Requests to perform emergency work on the day the work is identified can be made to the CME that same day. The CME's approval to work during other than normal working hours does not exempt the Contractor from meeting the requirements of the Montgomery County Noise Control Law (incorporated in Section 01 57 19 Paragraph 3.1.B.8).

10.4 Punch List. A list of the uncompleted items for the Project shall be established by Contractor and agreed to, in writing, by the Authority, prior to the issuance of the Certificate of Substantial Completion (the "Punch List"). The Punch List shall include all deliverables through Substantial Completion. The "Punch List Holdback Amount" shall be two times the aggregate of the value of the Punch List items agreed to by the Parties, or determined by the CME, if the Parties cannot agree. The Punch List Holdback Amount shall be withheld from payments due upon Substantial Completion, and the agreed value of each Punch List item shall be paid to Contractor upon completion of the Punch List item and any remaining Punch List Holdback Amount shall be paid to Contractor upon completion of all Punch List items.

ARTICLE 11 – LIQUIDATED DAMAGES, COMPLETION GUARANTEE; WARRANTIES; LIMITATION OF LIABILITY

11.1 Required Reports. Contractor will be responsible for coordinating the timely distribution of required reports as set forth in Schedule VII of this Contract (including, but not limited to, those reports at 01 40 00, 01 57 19, 01 70 00, 02 61 13.13, 06 10 63, 31 05 15, 31 05 16, 31 05 19.13, 05 19.16, 32 31 13, 33 31 00, 33 51 10, 33 51 11, etc.). Failure

to provide the required reporting will result in (1) a written notice from the CME for the first occurrence and (2) for every subsequent delay in submission of the required report a written notice from the CME and a \$1,000 deduction per Business Day, as applicable, from the next applicable pay period. As the damages to be anticipated from the breach by Contractor are uncertain or may be difficult to prove, the Parties agree that these Liquidated Damages reasonably reflect the harm caused to the Authority, the County, and the public for the failure to adhere to the terms herein.

11.2 Reserved

11.3 Guaranteed Substantial Completion Date Contractor has provided a schedule for the Work, and subject to amendment or applicable Change Orders as described in this Contract, guarantees to complete the installation of the Remediation Design no later than _____ **(DATE to be determined by mutual agreement after execution of this Contract)**.

11.3.1 In the event that deficiencies in the Remediation Design are discovered through inspection after the issuance of a Certificate of Substantial Completion, the Contractor may choose to (1) affect repairs or reconstruction of the Remediation Design at no cost to the Authority (“Remedial Measures”) such as to cause the Remediation Design to meet the requirements of Substantial Completion; or pay \$10,000 per Day in Liquidated Damages (if the Authority has to pay for the repairs) until the deficiencies are addressed and the Remediation Design is completed. As the damages to be anticipated from the breach by Contractor are uncertain or may be difficult to prove, the Parties agree that such Liquidated Damages are a reasonable estimate of the damage incurred by the Authority, the County, and the public for the failure to adhere to the terms herein.

11.3.2 From the commencement of the field repairs to the identified deficiencies the Contractor shall be liable for the total cost of the repairs under this section. The Authority shall first charge against any held retainage and then submit invoices to the Contractor for review and payment.

11.4 Guaranteed Substantial Completion Date; Delay Default Date. In the event that the Remediation Design has not been installed, or the stabilization of the Site has not been accepted on or before the Guaranteed Completion Date, then Contractor shall pay to the Authority liquidated damages as follows: (a) \$5,000/Day for each Day for the first 30 Days beyond the Guaranteed Substantial Completion Date that the Project has not achieved Substantial Completion; (b) \$10,000/Day for each Day in excess of 30 Days beyond the Guaranteed Substantial Completion Date that the Project has not achieved Substantial Completion. If the Remediation Design fails to achieve Substantial Completion by the Delay Default Date, then this shall be a Contractor Event of Default as provided in Section 13.1.5. The Guaranteed Substantial Completion Date and the Delay Default Date shall be adjusted to account for delays outside the Contractor’s reasonable control, with respect to a Force Majeure as set forth in Sections 7.2 and 13.5.3.

11.5 Compliance with Standards. In the event the Remediation Design contains any design (as related to material procured or incorporated by Contractor) or construction defects (“Defects”) that cause it to fail to meet any design, construction, or Substantial Completion standard in the Specifications or the Contract, then Contractor shall, at no expense to the Authority, make (or cause to be made) the Remedial Measures necessary to remedy the Defects.

In the event the Remedial Measures include supplying equipment and materials that were necessary to the Remediation Design, but omitted from its construction, the Contractor shall pay for the costs of such omitted equipment and materials as part of the Cost of the Work if such Remedial Measure is implemented to address Defects discovered before the issuance of the Certificate of Substantial Completion. If the Remedial Measure is implemented to address Defects discovered after the Authority issues the Certificate of Substantial Completion, the Authority shall not be obligated to pay any portion of the cost of the omitted equipment and materials.

11.6 Contractor’s Warranties. Contractor warrants to the Authority as follows:

11.6.1 Contractor shall perform the Work and will procure all materials hereunder using its best skill and attention, in accordance with Standard Industry Practice associated with the procurement and construction of facilities such as the Remediation Design.

11.6.2 Contractor shall perform its construction services hereunder in a good and workmanlike manner and otherwise in accordance with Standard Industry Practice associated with constructing facilities such as the Remediation Design. The Remediation Design will be constructed in accordance with the Scope of Work and shall comply with all applicable Laws through the Operation Date. Contractor shall have no obligation for breach of warranty under this Section 11.6 to the extent any deficiencies are the result of Force Majeure, normal wear and tear, misuse or negligence by the Authority or someone other than Contractor acting on the Authority’s behalf.

11.6.3 All materials procured or furnished by Contractor hereunder shall be new (unless otherwise agreed to, in writing, by the Authority), of good quality and in accordance with the specifications set forth in this Contract and the Schedules.

11.7 Repair and Replacement of Defective Work. If any breach arises under Contractor’s warranties in Section 11.6, Contractor shall, at its sole cost and expense, promptly correct, replace, or repair, at the Authority’s selection, any defect in design (as related to material procured or incorporated by Contractor), engineering, materials, workmanship or operability in the Remediation Design discovered during the Warranty Period. Any such correction, replacement or repair prior to Substantial Completion shall not be considered a Remedial Measure. Contractor’s correction, replacement, or repair shall be made with due regard to the Authority’s operational requirements.

11.8 Subcontractor Warranties; Subcontractor Protections for the Authority. Contractor shall use its good faith efforts in its negotiations with all Subcontractors for the

Remediation Design to see that such Subcontractors provide commercially reasonable remedies, including warranties, performance guarantees, and, where appropriate, liquidated damages. During the term of this Contract, including the Warranty Period, or the applicable Subcontractor warranty period, whichever is longer, Contractor shall enforce all contractual remedies and enforce any other remedies against the Subcontractors, including, without limitation, those arising from Subcontractors' negligent acts or omissions (collectively, the "Subcontractor Protections"). During the Warranty Period, or the applicable Subcontractor warranty period, whichever is longer, Contractor shall assist the Authority with the enforcement, at Contractor's sole expense, all warranties contained within the Subcontractor Protections. The applicable warranty periods that are known as of the date of this Contract are set forth in Schedule IX. Upon request from any Party, Contractor shall, following the negotiation of all Subcontractor contracts, update Schedule IX to reflect the final negotiated warranty periods. The warranty periods in this Section 11.8 with respect to Contractor and any Subcontractors do not include any equipment warranties. Equipment warranties shall be transferred to the Authority from Contractor or any Subcontractor, as applicable, on and as of the Operation Date. Contractor agrees to assign to the Authority on and as of the Operation Date any warranties, performance guarantees and related liquidated damages provisions contained in any contracts between Contractor and Subcontractors to the extent such assignments are permitted under the terms thereof.

11.9 Contractor Enforcement of Subcontractor Protections. During the term of this Contract, including the Warranty Period, and any applicable Subcontractor warranty period, Contractor agrees to act on the Authority's behalf and at the Authority's direction, at no additional cost to the Authority, to enforce any Subcontractor Protections with respect to Work; provided, however, that Contractor may use its reasonable discretion on how best to approach the resolution of any particular problem, and provided further that such enforcement obligation shall only last for the duration of the Subcontractor Protection in question. In the event that litigation is necessary to enforce any Subcontractor Protection during the term of this Contract, including the Warranty Period, and any applicable Subcontractor warranty period, Contractor shall pursue such litigation at its own expense.

11.10 Limitation of Liability

11.10.1 Except as provided in this Section 11.10.1, in no event shall either Party (or their Subcontractors, employees and affiliates) be liable to the other Party (or its Subcontractors, employees and affiliates) for special, indirect, consequential, and punitive damages (other than direct or actual damages), arising out of or in connection with the performance of the Work or this Contract whether or not any such liability is claimed in contract (including breach) law, equity, tort, or otherwise, and this limitation shall apply irrespective of negligence, fault, or strict liability of contract or other person releases. The foregoing limitation shall not limit the liability of either Party in cases of gross negligence, fraud or willful misconduct, and the foregoing limitation shall not limit the liability of Contractor in the event that Contractor asserts or pleads in any proceeding that the liquidated damages under this Article 11 are unenforceable as a penalty or otherwise. Furthermore, the Parties hereby expressly agree that the following

shall not be deemed to be special, indirect, incidental, or consequential damages: (a) any claims of third parties for which Contractor has an indemnification obligation under Section 11.11 or (b) liquidated damages under 11.3.1. Contractor's total liability hereunder (inclusive of Remedial Measures and liquidated damages under Section 11.3.1) to the Authority shall not exceed one hundred and twenty-five percent (125%) of the Guaranteed Maximum Price; provided that such limitation of Contractor's liability shall not apply to claims or liabilities that are covered by Contractor's insurance required pursuant to Section 4.20 or to Contractor's repair and replacement of defective Work pursuant to Section 11.7. Contractor's limitation of liability to the Authority for liquidated damages and Remedial Measures as described in this Section 11.10 is sometimes referred to herein as the "Damages Cap."

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the Authority therefore, other than for a reasonable extension of time, but shall have recourse solely to such other contractor or subcontractor.

11.10.2 APART FROM THE GUARANTEES AND OTHER REMEDIES PROVIDED IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ANY OTHER WARRANTIES, OR PERFORMANCE GUARANTEES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11.10.3 Notwithstanding any other provision of this Contract, the Authority is subject to the Local Government Tort Claims Act, Section 5-301 et. seq. of the Courts and Judicial Proceedings Article, Annotated Code of Maryland.

11.11 Indemnification. The Authority shall assume and retain all liability, including claims, demands, losses, costs, damages and expenses of every kind and description, or damages to persons or property arising out of or in connection with or occurring during the course of this Contract, where such liability is proximately caused by the negligent acts or omissions of any of the officers, employees, or agents of the Authority while acting within the scope of their employment. Contractor shall indemnify the Authority, the State, and the County against any and all loss or damages that they may incur as a result of any claim of Persons other than the Authority, State, County, Contractor, or their respective employees and agents, to the extent same (a) arise out a breach by Contractor of its obligations under this Contract, or (b) are caused by the negligence or intentional or willful misconduct of Contractor, the Subcontractors or their respective agents or employees. Contractor shall indemnify and hold harmless the Authority, State, and the County from all liabilities, damages, costs or expenses incurred by the Authority by reason of any lien filed against the Remediation Design by any Subcontractor of Contractor in connection with the performance of the Work. Any Party entitled to indemnification or other protection under this Section 11.11 shall keep the benefited Party apprised of the status of all claims with respect to which it is entitled to such indemnification or protection and shall not settle any such claim without the prior written consent of the benefited Party, such consent not to be unreasonably withheld or unduly delayed.

ARTICLE 12 - DISPUTE RESOLUTION

12.1 In General. The Parties shall attempt to settle every dispute or difference of any kind whatsoever arising out of or in connection with this Contract (“Dispute”), by following the dispute resolution process set forth below in this Article 12, to the extent permitted by Law.

12.1.1 Mutual Discussions. If any Dispute arises between the Parties in connection with, or arising out of, this Contract, the Parties, within 30 Days, shall attempt to settle such Dispute in the first instance by mutual discussions between the Authority and Contractor.

12.1.2 Further Procedures. If the Dispute cannot be settled within 30 Days by mutual discussions, then the Dispute shall be finally settled under the provisions of this Section 12.1.2. If the Parties fail to resolve any dispute through discussions within 30 Days, either Party shall have the right to provide written notice of the Dispute to the president, chief executive officer or Executive Director (“Senior Management”) of the other Party. Upon a timely referral, the Senior Management of the Parties shall consider the Dispute, review such relevant information as they may determine and issue their decision (which decision shall be confirmed in writing) within 5 Business Days after receiving the referral. If the Senior Management cannot resolve the Dispute within five (5) Business Days after the matter is submitted to them, then, unless otherwise agreed, in writing, either Party may pursue any legal remedy available either in law or equity.

12.2 Continued Performance. During the conduct of dispute resolution procedures pursuant to this Article 12, (a) the Parties shall continue to perform their respective obligations under this Contract, and (b) no Party shall exercise any other remedies hereunder arising by virtue of the matters in dispute.

ARTICLE 13 - DEFAULTS; REMEDIES; TERM; TERMINATION

13.1 Contractor Default. The occurrence of any of the events set forth below shall constitute a “Contractor Event of Default” under this Contract:

13.1.1 Bankruptcy. Contractor becomes insolvent, or becomes the subject of any bankruptcy, insolvency or similar proceeding, which, in the case of any such proceeding that a third party brings against either of them, has not been terminated, stayed, or dismissed within 60 Business Days after it was commenced, unless the affected Party provides evidence to the Authority of that Party’s ability to perform all of its obligations under this Contract; or

13.1.2 Failure to Maintain Insurance. Contractor fails to maintain the insurance coverages required under Section 4.20 as set forth in Schedule II hereto; or

13.1.3 Failure to Perform. Contractor shall have defaulted in its performance under any other material provision of this Contract and shall have failed to cure such default

within 30 Days following delivery to Contractor of a Notice from the Authority to cure such default, or if a cure cannot be effected within such 30 Day period, such period shall extend for a reasonable period of time, but not to exceed a total of 60 Days (unless otherwise agreed to, in writing, by the Authority), so long as Contractor is proceeding diligently to cure such default throughout such period; or

13.1.4 Representation False. Any material representation made by Contractor herein shall have been false or misleading in any material respect when made; or

13.1.5 Failure to Achieve Substantial Completion. If Substantial Completion of the Remediation Design is not achieved by the Delay Default Date, as adjusted for any Force Majeure; or

13.1.6 Failure to Obtain Authorization. The Project cannot proceed to completion as the ultimate result of a refusal of Governmental Authority to approve the Project or any other Authorization, which refusal or revocation is due solely to the negligence or willful misconduct of Contractor.

13.2 The Authority's Default Remedies Against Contractor. If a Contractor Event of Default shall have occurred and be continuing, the Authority shall have the right to terminate this Contract by notice to Contractor. In the event of such termination:

13.2.1 If requested by the Authority, Contractor shall withdraw from the Site, shall assign to the Authority (without future recourse to Contractor) such of Contractor's subcontracts as the Authority may request, and shall remove such materials, equipment, tools, and instruments used and any debris or waste materials generated by Contractor in the performance of the Work as the Authority may direct, and Contractor shall promptly deliver to the Authority all designs, drawings, and other documents related to the Project. In the event of such termination, Contractor shall deliver to the Authority all materials and data for which title has passed to the Authority. To the extent any specific item of the Work is partially complete at the time of termination, at the sole option of the Authority, Contractor shall complete such partially completed Work. In such event, the Authority shall pay Contractor the amount that the Authority would have otherwise paid to Contractor for such item of Work had such termination not occurred, less any damages payable hereunder.

13.2.2 The Authority, without incurring any liability to Contractor, shall have the right to have the Remediation Design brought to Substantial Completion. In such event, Contractor shall be liable to the Authority for the actual incurred costs to the Authority of achieving Substantial Completion, including costs of accelerated or expedited construction activities actually performed in an attempt to achieve Substantial Completion (by the Guaranteed Substantial Completion Date if not yet past, or otherwise as expeditiously as practicable), and/or to mitigate any delay by Contractor, and actual costs for administering any subcontract and for legal fees associated with the termination. With respect to the costs of performing any of the Work that follows Substantial Completion, Contractor's liability shall be limited to the amounts set forth in Section 11.10. Such costs and fees for which

Contractor is liable as set forth above (and for failure to perform as may be requested pursuant to Section 13.2.1 above) may be deducted by the Authority out of monies due, or that may at any time thereafter become due, to Contractor. If such costs exceed the sum that would have otherwise been payable to Contractor under this Contract, then Contractor shall be liable for, and shall promptly, but in any event not more than 15 Days after Notice from the Authority, pay to the Authority the amount of such excess excluding Changes in the Work approved by the Authority following such Contractor Event of Default.

13.2.3 Upon termination of the Work pursuant to this Article 13, Contractor shall promptly submit to the Authority an accounting of Contractor's actual costs for the Work performed prior to the date of termination. If the Authority exercises its right to have the Work finished, such amounts may be withheld until the Work is completed and shall be used to offset any amounts due the Authority pursuant to Section 13.2.2. Notwithstanding the foregoing, such amounts may be withheld and applied to any liability hereunder.

13.2.4 Notwithstanding the availability and/or exercise of the foregoing remedies, the Authority shall have all such other remedies available under applicable Law.

13.2.5 In exercising any of the foregoing remedies, the Authority shall use reasonable efforts to mitigate its damages.

13.3 Authority's Event of Default. Each of the following shall constitute an "Authority's Event of Default" with respect to the Authority:

13.3.1 Failure to Make a Payment to Contractor When Due. The failure of the Authority to make the full amount of any payment not in dispute to Contractor required under this Contract within 3 Business Days following notice of failure to pay; or

13.3.2 Bankruptcy. The Authority becomes insolvent, or becomes the subject of any bankruptcy, insolvency or similar proceeding, which, in the case of any such proceeding that a third Party brings against either of them, has not been terminated, stayed, or dismissed within 60 Business Days after it was commenced, unless the affected Party provides evidence to Contractor of that Party's ability to perform all of its obligations under this Contract; or

13.3.3 Representation False. Any material representation made by the Authority herein shall have been false or misleading in any material respect when made; or

13.3.4 Failure to Perform. The Authority's failure to perform any of its respective non-payment obligations under this Contract, and such failure is not cured within 30 Days after receipt of written notice thereof, or if a cure cannot be effected within such 30-Day period, such period shall extend for a reasonable period of time, so long as the Authority is proceeding diligently to cure such default throughout such period; or

13.3.5 Failure to Maintain Insurance. If the Authority fails to obtain and maintain in effect through the Operation Date such insurance as it is required by this Contract to obtain and maintain; or

13.3.6 Failure to Cooperate or Allow Access. If the Authority fails to reasonably cooperate with Contractor in any situation where such cooperation is necessary to enable Contractor to carry out obligations under this Contract. Such failure to cooperate shall include, without limitation, the failure to assist in obtaining required Authorizations, the failure to afford Contractor the access to the Site or to the Easement Areas necessary for Contractor and all persons retained by Contractor in connection with the Project to perform their Project-related duties. An Authority Event of Default shall not include any other default by the Authority of any of its obligations under this Contract.

13.4 Contractor Remedies for an Authority Event of Default. Subject to the rights granted in Section 13.5 below, upon the occurrence of an Authority Event of Default, Contractor shall have the right to terminate this Contract, to order all Subcontractors to stop Work and remove all their tools and equipment from the Site, and/or pursue all such remedies as may be allowed under this Contract, at law or in equity. In addition, and without limiting the foregoing remedies, the Authority shall pay to Contractor the amounts payable upon termination under Section 13.7 of this Contract.

13.5 Force Majeure; Failure of Authorizations.

13.5.1 Effect. Any delays in or failure of performance by a Party, other than the obligations to pay monies hereunder, shall not constitute a default hereunder if and to the extent such delays or failures of performance are caused by Force Majeure events.

13.5.2 Notice of Occurrence and Effect.

13.5.2.1 Notice of Occurrence. Any Party claiming that a Force Majeure condition has arisen shall immediately notify the other Party of the same, shall act diligently to overcome, remove and/or mitigate the effects of the event of Force Majeure, shall notify the other Party on a continuing basis of its efforts to overcome, remove and/or mitigate the event of Force Majeure and shall notify the other Party immediately when said condition has ceased.

13.5.2.2 Notice of Impact. In addition to its obligations under Section 13.5.2.1, if Contractor claims there is a Force Majeure condition, Contractor shall (i) promptly notify the Authority, in writing of the nature, cause and cost of such Force Majeure condition, (ii) state whether and to what extent the condition will delay the Guaranteed Substantial Completion Date, the Delay Default Date, or the Operation Date, (iii) state the date and time the Force Majeure condition commenced; and (iii) state whether Contractor recommends that the Authority initiate a Change Order pursuant to Article 8.

13.5.3 Effect of Force Majeure. No failure or delay in performance under this Contract shall be deemed to be a breach hereof to the extent such failure or delay is

occasioned by or due to Force Majeure. With respect to delay in performance, a Force Majeure condition shall excuse such delay in performance on a day-for-day basis for a period of time equal to the duration of the Force Majeure condition or the period needed to remedy its effects, to the extent that such Force Majeure condition causes a delay in the Work.

13.5.4 Termination. In the event that (a) Contractor or the Authority are denied any required Authorizations, or such Authorizations are obtained, but are withdrawn, or contain restrictions, qualifications, or conditions that would have a material adverse effect on the benefits or obligations of the Parties, and the Parties are unable to reform this Contract or agree upon other mutually acceptable arrangements, or (b) if a Force Majeure event continues for more than 180 Days after notice of the event of Force Majeure is given under Section 13.5.2, or (c) the Project cannot proceed to completion as the ultimate result of a refusal of a Governmental Authority to approve the Project or to provide any other Authorization, which refusal or failure is not due solely to the negligence or willful misconduct of the terminating Party, then such Party may terminate this Contract, in its sole discretion, within 60 Days after the conditions in (a), (b), or (c), by giving at least 10 Business Days prior written notice to the other Party.

13.6 Right to Termination. No Party shall have the right to terminate this Contract for cause or otherwise except as described in Section 13.2, Section 13.4, Section 13.5, Section 14.2, and Section 16.21.

13.7 Effect of Termination Under Sections 13.4, 13.5, and 14.2. In the event that this Contract is terminated by either Party pursuant to Sections 13.4, 13.5, or 14.2, the Authority shall pay to Contractor an amount equal to the sum of (1) the Cost of the Work incurred by Contractor in connection with the Work and the Project as of the date of termination, plus (2) to the extent not already reflected in (1), any termination charges incurred by Contractor that are imposed by Subcontractors as a result of the Termination and any other costs reasonably incurred by Contractor solely as a result of the termination to the extent that this sum is not reimbursed pursuant to insurance policies maintained by Contractor pursuant to Schedule II (it being specifically understood that the Authority shall be responsible for the payment of all deductible amounts under any said insurance policies to the extent provided in Schedule II). Upon such payment by the Authority, the Authority shall have exclusive ownership of the Remediation Design and the Work and Contractor shall have no further obligations with respect thereto.

13.8 Completion; Survival. Unless earlier terminated pursuant to the terms of this Article 13, this Contract shall be deemed to be completed when both of the following have taken place: (a) the Operation Date has occurred, and (b) the Authority has paid the Cost of the Work in full pursuant to Article 9. Notwithstanding the foregoing, Contractor's obligations under Section 5.4.2 shall continue until the date that is 3 years after the Operation Date and Contractor's obligations under Section 11.8 shall continue until the expiration of the applicable Subcontractor warranty periods pursuant to Section 11.8. Notwithstanding anything in this Contract to the contrary, the provisions of Section 11.11 and Article 12 shall survive the completion or termination of this Contract and nothing in this Contract

shall be deemed to limit the applicable statute of limitations period within which any Party may bring a claim for breach of this Contract.

ARTICLE 14 - PERMITTING MODIFICATIONS

14.1 Permitting Modifications. The Parties have been informed and acknowledge that this Contract will require the Parties to make substantial contractual commitments and incur significant costs based upon the terms of this Contract, including the terms that recognize the possibility that a Permitting Body (including but not limited to a Governmental Authority or the Utility) may take action that results in the reallocation of costs within the Remediation Design or the reallocation of risks between the Parties. The Parties agree that in the event a Permitting Body takes action that results in the reallocation of any costs or any risks relating to the Remediation Design in a manner that materially affects any of the costs or obligations under this Contract, the costs and/or obligations shall be adjusted accordingly between the Parties to this Contract to reflect the effect of the Permitting Body's action. To the extent that the Permitting Body or any other Governmental Authority imposes any additional requirements or modifications that increase the overall Cost of the Work, the Authority shall bear such cost increase.

ARTICLE 15 - GOVERNING LAW; INTERPRETATION

15.1 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Maryland. The Parties agree that any action, suit, or proceeding arising out of this Contract, or any transaction contemplated by this Contract, must be brought in the applicable court having jurisdiction in Montgomery County, Maryland. The Parties further agree that neither Party will object to the institution and maintenance of any such action, suit, or proceeding in such court based on improper venue or any other ground relating to the appropriate forum for such action, suit, or proceeding.

15.2 Interpretation.

15.2.1 Schedules are Part of Contract. This Contract includes the attached Schedules I through XI.

15.2.2 Entire Contract. This Contract, together with the Schedules attached hereto and the Collateral Contracts as defined in Section 16.13.1, constitute the entire Contract and complete understanding between Contractor and the Authority with respect to the subject matter described herein and therein and supersedes all other understandings and Contracts between the Parties with respect to such subject matter.

15.2.3 Order of Interpretation. In the event of any inconsistencies between the terms and conditions of the body of this Contract and the Schedules, the provision of the body of this Contract shall prevail over the terms of any Schedule. The full order of precedence for

the Work follows: This Contract as dated above, the RFP dated October 4, 2021, Addenda to the RFP dated as follows: Addendum #1 dated October 4, 2021, Addendum #2 dated October 19, 2021, Addendum #3 dated November 15, 2021, Addendum #4 dated November 18, 2021, Addendum #5 dated December 17, 2021, and Addendum #6 dated January 4, 2022; Clarifications dated February 14, 2022 and February 25, 2022, Best and Final Offer Request dated March 28, 2022, and the Contractor's Proposal dated January 12, 2022, the clarification dated March 1, 2022 (in response to the February 14 and February 25 Clarifications), and the Best and Final Offer dated April 21, 2022 (as one document).

15.2.4 Captions. Captions or headings to Articles, Sections, or paragraphs of this Contract are inserted for convenience of reference only and shall not affect the interpretation or construction hereof.

15.2.5 Additional Principles of Construction. The Contract shall be interpreted in a manner as to be consistent with the following principles:

15.2.5.1 Use of Standard Industry Practice. It is the intent of the Contract to require the application of Standard Industry Practice to the Work where details of such Work are not included, are incomplete, are not specified, or are not clearly defined in the Specifications.

15.2.5.2 Integration of Contract Documents. It is the intent of the Parties that the Specifications for the Approved Corrective Measures, this Contract, and the Schedules hereto (the Contract Documents are to be interpreted as an integrated whole. Where work or obligations are referenced in one of the Contract Documents but not in another, Contractor shall coordinate the design, as required, and installation of the Work as if it were shown on both.

15.2.5.3 It is the intent of the Parties that the use of words in this Contract that convey imperative commands (such as "shall," "will" or "must") indicate mandatory obligations and requirements of the Contract and are not permissive.

15.3 Drafting Ambiguities. Each Party to the Contract and its counsel have reviewed and revised the Contract. The rule of construction that any ambiguities are to be resolved against the drafting parties shall not be employed in the interpretation of the Contract, or any amendment thereto.

ARTICLE 16 – MISCELLANEOUS

16.1 Third Party Beneficiaries. Except with respect to the provisions of the Contract pertaining to assignment, the Contract is not intended to and shall not create rights of any character whatsoever in favor of any person other than the Parties to the Contract, except to the County. The County is a third-party beneficiary under this Contract.

16.2 Good Faith and Fair Dealing. Whenever the Contract grants to any Party the right to take action, exercise discretion, or determine whether to approve a proposal of any other Party, the Party possessing the right shall act in good faith and shall deal fairly with each other. In the event of a Dispute, the Parties shall be obligated to make a reasonable and diligent effort to resolve the Dispute at the appropriate level before invoking the dispute resolution procedures in Article 12. Each of the Parties further expressly agrees that at all times it will exercise its good faith in the administration of this Contract, and all actions of the Parties shall be designed to facilitate the successful completion of the Work by Contractor and to promote the effective and efficient administration of this Contract, and to achieve the objective of providing efficient, reliable and economical long term energy production. The Parties further commit to act in a timely fashion, consistent with maintaining the Construction Schedule to: (a) review all documents, (b) respond to all requests for information, (c) support all applications for Authorizations; (d) respond to requests for access to offsite support facilities and other assistance; and (e) resolve all differences and Disputes in a timely fashion in accordance with Article 12.

16.3 Severability. Every part, term, or provision of the Contract is severable from others. Notwithstanding any possible future finding by duly constituted authority that a particular part, term or provision is invalid, void or unenforceable (but subject to the effect of the Parties' agreements in Section 5.3 and Article 14), the Contract has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

16.4 Survival. All representations and warranties, and all agreements by the parties in this Contract to indemnify each other shall survive the termination of this Contract. The termination of this Contract shall not limit or otherwise affect the respective rights and obligations of the Parties which accrued prior to the date of termination, and which continue to exist following the termination of this Contract.

16.5 Technical or Trade Usage. When words that have a well-known technical or trade meaning are used to describe materials, equipment or services, such words will be interpreted in accordance with such meaning. Reference to such standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such references be specific or by implication, shall mean the latest standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents). Performance shall conform to the standards in effect at the time of performance and may change the duties and responsibilities of Contractor or the Authority, or any of their agents, consultants, or employees from those set forth in the Contract.

16.6 Amendments and Waivers. This Contract may be amended only by a written instrument signed by a duly authorized representative of each Party, with the written concurrence of the Government Authority if such amendment will materially alter the design documents or affect the permits/approvals issued for the Work, as required. The failure of any Party to insist on one or more occasions upon strict performance of the

obligations owed it by the other parties shall not waive or release such Party's right to insist on strict performance of such obligation or any other obligation in the future.

16.7 Notices. Except as expressly provided otherwise in this Contract, all notices given to any of the Parties pursuant to or in connection with this Contract shall be in writing, shall be delivered by hand, by certified or registered mail, return receipt requested, by facsimile transmission with confirmation, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Notices are effective when received. Notice addresses are as follows:

If to Contractor:

Allan Myers MD, Inc
PO Box 278
Fallston, MD 21047
Attention: Mr. Richard W. Dungan, President

If to the Authority:

**Northeast Maryland Waste Disposal Authority
Tower II – Suite 402
100 S. Charles Street
Baltimore, MD, USA 21201
Attention: Executive Director**

16.8 Change of Address. Any Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

16.9 Successors; Assignment. This Contract shall be binding upon the Parties and their respective successors and permitted assigns. No Party shall make any sale, assignment, mortgage, pledge, or other transfer of all or any portion of its rights or obligations under this Contract, whether voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that: (a) any Party may make a collateral assignment of its interest in this Contract to a Financing Party; and (b) this Section 16.9 shall not require prior written consent for any voluntary transfer in connection with a change in ownership, or the merger, restructuring or consolidation of Contractor, so long as the Contract is transferred to an affiliate and the Guarantee continues to guarantee performance of the Contract, as so voluntarily transferred. Any successor to Contractor or the Authority's respective interests under this Contract shall assume in writing all responsibilities of Contractor or the Authority, as the case may be under this Contract.

16.10 Counterparts. This Contract may be signed in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute the same instrument.

16.11 Further Assurances. Each Party agrees to execute and deliver any such instruments and to perform any such acts as may be necessary or reasonably requested by any other Party in order to give full effect to the terms of this Contract.

16.12 Interest. Past due payments hereunder not contested in good faith shall bear interest from the due date until paid at the Late Payment Rate.

16.13 Relationship to Other Contracts.

16.13.1 The Parties recognize that this Contract and other related Contracts relating to the Remediation Design entered into between the Authority and Contractor and others (the “Collateral Agreements”) constitute an integrated and comprehensive set of agreements that are intended to facilitate the construction and operation of the Remediation Design to provide efficient, reliable, and economic long-term electricity production. To the extent permitted by Law, all of the Collateral Contracts shall be read together to achieve these objectives and the Parties agree to support all such documents, regardless of whether they are a party to a particular Collateral Contract.

16.13.2 Notwithstanding Section 16.13.1, the Contract and the Collateral Contracts are separate and independent undertakings by the Parties. Termination of one of these agreements shall not affect or impair the rights or obligation of the Parties under the Collateral Contracts, except as otherwise specifically provided herein and in the Collateral Contracts.

16.14 No Partnership; Third Party Beneficiaries. The Parties hereby expressly disclaim any intention to create a joint venture or partnership relation between the Parties. Except as expressly stated in this Contract, there are no third-party beneficiaries to this Contract, other than Montgomery County.

16.15 Further Documents and Actions. Each Party shall promptly execute and deliver such further documents and assurances for and take such further actions reasonably requested by the other Parties as may be reasonably necessary to carry out the intent and purpose of this Contract.

16.16 Time of the Essence; Cooperation to Control Costs. The Parties recognize that time is of the essence in designing, as required, and completing construction of the Remediation Design. The Parties agree to use their good faith efforts to cooperate with each other and, where applicable, with Subcontractors to keep the Project on schedule, to control Project costs, and to refrain from actions that drive up the Project costs or inject delay into the Construction Schedule.

16.17 The Authority’s Right to Approve; Failure to Promptly Respond Deemed Approval. In all instances in this Contract where the Authority has the right to provide feedback or approve of the actions of Contractor with respect to the construction process, including without limitation, the Authority’s feedback and approval rights under Article 4.2 (Subcontractors), Article 4.2.5, and Article 4.2.6, the Authority shall use its best efforts to

promptly respond, with due regard to the time sensitivity of the particular situation. Unless expressly provided otherwise in this Contract, in the event the Authority fails to respond in any such situation within 10 Business Days of the delivery of the information or notice that triggers the Authority's right to approve or provide feedback, the Parties agree that the Authority shall be deemed to have approved the item in question or to have waived its right to provide feedback, as the case may be.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed and delivered by their duly authorized officers as of the date first set forth above.

CONTRACTOR

By: Richard W. Dungan
Richard W. Dungan
Its: President

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

By: [Signature]
Its: Executive Director

Attached Schedules:

Schedule I - Definitions

Schedule II - Insurance

Schedule III - Acceptance Testing

Schedule IV - Payment Schedule

Schedule V - Site Drawings (insert from RFP)

Schedule VI - GMP Template

Schedule VII - The Work (Insert EA Plans)

Schedule VIII - Approved Construction Subcontractors and Major Equipment/Materials Suppliers

Schedule IX - Subcontractor Warranties

Schedule X - Form of Guarantee

Schedule XI - Governmental Authorizations to be Obtained for Project

Schedule XII - Administrative Milestone Schedule

Schedule XIII - Construction Schedule

Exhibit A

**Schedule I
Definitions**

“Addendum” or **“Addenda”** shall have the meaning assigned to it in Section 8.1.

“Administrative Milestone Schedule” shall mean Schedule XII.

“Affiliate” shall mean (i) any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Party, and (ii) any Person that, directly or indirectly, is the beneficial Authority of five percent (5%) or more of any class of equity securities of, or other ownership interests in, a Party or of which the Party is directly or indirectly the Authority of five percent (5%) or more of any class of equity securities or other ownership interests.

“Allocated Shares” shall mean the portion or share of the total amount of the Cost of Work attributed to a specified party.

“Authority” shall mean the Northeast Maryland Waste Disposal Authority and its permitted assigns and successors.

“Authority’s Event of Default” shall have the meaning assigned to it in Section 13.3.

“Authority Representative” shall mean the Executive Director of the Authority or their assigned repetitive.

“Authorization” shall mean any license, permit, approval, filing, waiver, exemption, variance, clearance, entitlement, allowance, franchise, or other authorization, whether from any Governmental Authority, corporate or otherwise.

“Business Day” shall mean any day other than a Saturday, Sunday or a day on which either the state or national banks in the State of Maryland are not open for the conduct of normal banking business.

“Change Order” shall mean a document issued pursuant to Article 8, which describes changes in or to the Work. Such document shall be recommended by the Design Engineer, which is signed by the Contractor and Authority and authorizes an addition, deletion, or revision in the Work or an adjustment in the Cost of the Work or the Construction Schedule, issued on or after the Effective Date of the Contract.

“CME” shall have the meaning assigned to it in Section 4.2.2.

“CME’s Contract” shall have the meaning assigned to it in Section 4.2.2.

“Construction Commencement Date” shall have the meaning assigned to it in Section 10.1.

“Construction Schedule” shall mean the schedule of activities (including all amendments or supplements thereto following the Effective Date of this Contract) during the Project that coordinates all aspects of the Project, including without limitation, permitting, engineering, procurement of equipment and materials, construction, Substantial Completion, completion of the Punch List and Project close out. The Construction Schedule will include, without limitation, the Payment Milestone Schedule and sub-Construction Schedules for each of the major participants in the Project.

“Contract” shall have the meaning assigned to it in the first paragraph of this Contract, and includes all Schedules attached hereto.

“Contractor” shall have the meaning assigned to it in the first paragraph of this Contract.

“Contractor Representative” shall mean the Business Development Director of the Contractor or their assigned representative.

“Contractor Event of Default” shall have the meaning assigned to it in Section 13.1.

“Contract Documents” shall consist of the Contract, the Request for Qualifications, the Request for Proposals, Drawings entitled “Gude Landfill Remediation Design,” Technical Specifications entitled “Gude Landfill Remediation Design Technical Specifications” and all other documents including all modifications thereof incorporated in the documents before their execution. The Contract Documents are intended to be complimentary and in case of a conflict, the more stringent shall apply. Approved shop drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

“Cost of the Work” shall mean the actual costs of construction, subject to the Guaranteed Maximum Price, as defined in Section 7.1, including the exceptions and additions permitted therein.

“Day” shall mean any/every calendar day, including a Saturday and a Sunday.

“Defects”, individually a “Defect”, shall have the meaning assigned to it in Section 11.5.

“Delay Default Date” shall mean 180 days after latter of: any notice to proceed, or Guaranteed date for Substantial Completion as such date may be extended by any Force Majeure condition.

“Department” shall mean the Maryland Department of the Environment.

“Design Engineer” means EA Engineering, Science, and Technology, Inc., PBC, its approved successors and assigns.

“Dispute” shall have the meaning assigned to it in Section 12.1.

“Easement Areas” shall have the meaning assigned to it in Section 4.10.

“Effective Date” shall mean the date that this Contract has been signed by Contractor and the Authority.

“Equipment Instruction Manual” shall mean the manual or manuals provided by Contractor to the Authority pursuant to Section 3.1.6, including operation requirements, guidelines and manuals established by the manufacturers of the major equipment/materials for the Remediation Design.

“Excluded GMP Costs” shall have the meaning given the term in Section 7.2.

“Final Acceptance” shall be the date certified by the Construction Management Engineer and Owner when the Work (or a specified part thereof) is totally complete in accordance with the Contract Documents and Contractor has fulfilled all obligations thereunder, including, but not limited to all punch list Work related to the warranty period and establishment phase and fulfillment of the warranty.

“Final Payment” shall have the meaning assigned to it in Section 9.3.

“Financing Party” shall mean any Person, other than Parties, providing debt or equity financing (including equity contributions or commitments) refinancing of any guarantees, insurance or credit support for or in connection with such a financing or refinancing, in connection with the development, construction, ownership or leasing operation or maintenance of the Remediation Design, or any part thereof including any trustee or agent acting on any such Person’s behalf.

“Force Majeure” shall mean in respect of any Party an event beyond the reasonable control of such Party which prevents or delays such Party from performing its obligations under this Contract (except for the obligation to pay money) or which materially increases its costs of performing those obligations. Examples include, to the extent they otherwise meet the foregoing definition, the following: war, hostilities, civil disturbances, any kind of local or national emergency, riot, fire, flood, hurricane, storm, earthquake, concealed or subterranean conditions at the Site that could not be discovered by a reasonable inspection of the Site, power failure or power surge, epidemic, explosion, sabotage, act of God, acts or failures to act by Governmental Authorities or the interconnecting utility (including failure to issue, delays in issuing beyond the date set forth in the Administrative Milestone Schedule set forth on Schedule XII, or revocation of Governmental Authorizations, material delays by the interconnecting utility to timely review, comment on, or approve Contractor’s submittals and notices delivered in connection with this Contract, or to perform its obligations under the Interconnection Service Agreements, provided that the delay in approval is not due to an incomplete or inaccurate application by the Contractor for information in Contractor’s control, except to the extent any such failure, delay or

revocation is due to the negligence or willful misconduct of Contractor or its Affiliates), failure of the Subcontractors or Suppliers to perform or deliver on a timely basis, to the extent such failure is due to a Force Majeure condition affecting the Subcontractor or Supplier, strike, slowdown or other labor unrest (other than a localized strike against an individual employer), delay of carriers, failure of the usual modes of transportation, embargo, change in any applicable Law from that in effect on the date hereof, any condition at the Site that requires remediation under any applicable Law related to the environment, or expropriation or confiscation of facilities. The effect of Force Majeure upon the Guaranteed Maximum Price and upon the Guaranteed Substantial Completion Date and the Delay Default Date shall be limited as more particularly set forth in Sections 7.2 and 13.5.3. Force Majeure shall not include breach of contract by Subcontractors or Suppliers.

“Furnish” when used to refer to materials required for the Work, shall mean the Contractor is responsible for providing materials from offsite sources at their expense.

“Governmental Authority” shall mean the national government, and any regulatory department, body, political subdivision, commission, agency, instrumentality, ministry, court, judicial or administrative body, taxing authority, or other authority thereof (including any corporation or other entity owned or controlled by any of the foregoing) having jurisdiction over either Party, the Remediation Design or the Site, whether acting under actual or assumed authority. Permits, orders or other approvals given by such bodies are **“Governmental Authorizations”**.

“Guarantee” shall have the meaning assigned to it in Section 4.21.

“Guaranteed Substantial Completion Date” described in Section 11.4 shall mean *[DATE to be determined by mutual agreement after execution if this Contract]*, as such date may be extended by any Force Majeure condition.

“Guaranteed Maximum Price” shall have the meaning assigned to it in Section 7.1.

“Hazardous Substances” shall mean, collectively, any petroleum or petroleum product, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs), hazardous waste, hazardous material, hazardous substance, toxic substance, contaminant or pollutant, as defined or regulated under any federal, state or local law relating to the protection of the environment, including the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 *et seq.*, the Comprehensive Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. § 9601 *et seq.*, or any similar state statute.

“Health and Safety Plan” shall have the meaning assigned to it in Section 4.8.

“Interest Rate” means a fluctuating interest rate per annum equal to the sum of the lesser of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus two (2) percentage points, or (ii) ten percent (10%). In the event that such rate is no longer

published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by Owner and reasonably acceptable to Contractor. The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred and sixty-five (365) days and the actual number of days for which such interest is due.

“Landfill Gas Operations and Maintenance Contractor” means an entity under contract to the Contractor who will be responsible for operating and maintaining the existing landfill gas blower/flare station and wellfield during the Work. The Landfill Gas Operations and Maintenance Contractor will be made available to the Owner for coordination of monitoring, reporting, and other compliance activities.

“Landscape Architect” means the individual or firm responsible for the preparation of Plans and Specifications for the site furnishings, upland meadow establishment, and plants at the direction of the Design Engineer. Landscape Architect shall mean Floura Teeter Landscape Architects.

“Law” shall mean (i) any law, legislation, statute, act, rule, ordinance, decree, treaty, regulation, order, judgment, or other similar legal requirement, or (ii) any legally binding announcement, directive or published practice or interpretation thereof, enacted, issued or promulgated by any Governmental Authority. The Work falls under the jurisdiction of Montgomery County, the State of Maryland, and the United States

“Major Equipment/Materials Suppliers” shall have the meaning assigned to it in Section 4.2.3.

“On-site Manager” shall be the Contractor’s primary point of contact in the field and will be responsible for implementing all of the requirements under the permits, approvals and Plans.

“Operation Date” shall mean the date 12 months after the issuance of the Certificate of Substantial Completion.

“Parties” shall mean Contractor and the Authority when referred to collectively and **“Party”** shall mean any one of the Parties referred to singly.

“Payment Due Date” shall have the meaning assigned to it in Section 9.1.2.

“Payment Milestones” shall mean those milestones set in Schedule IV.

“Payment Milestone Schedule” shall mean Schedule IV.

“Payment Period” shall have the meaning assigned to it in Section 9.1.1.1.

“Permitting Body” shall mean any entity that issues a permit, approval, waiver or variance that directly impacts or informs the Work, or the performance of the Work.

“Person” shall mean any individual, firm, company, association, general partnership, limited partnership, limited liability company, trust, business trust, corporation, public body, or other legal entity.

“Prime Subcontractor” shall have the meaning assigned to it in Section 4.2.4.

“Prime Subcontractor Contracts” shall have the meaning assigned to it in Section 4.2.4.

“Progress Report” shall have the meaning assigned to it in Section 9.1.1.1.

“Project” shall mean the development of the Remediation Design at the Site by the Contractor and shall include the Work.

“Punch List” shall have the meaning assigned to it in Section 10.4.

“Punch List Holdback Amount” shall have the meaning assigned to it in Section 10.4.

“Remediation Design” shall mean the construction of required remediation construction services at solid waste facilities for the Maryland Department of the Environment (“MDE”)-Remediation Design at the closed Gude Landfill located in Montgomery County, Maryland. In the Request for Proposals the term “Approved Corrective Measures” or “ACM” is used.

“Remedial Measures” shall have the meaning assigned to it in Section 11.3.1.

“Security Plan” shall have the meaning assigned to it in Section 4.9.

“Site” shall mean the parcel of land located 600 East Gude Drive, Rockville Maryland, 20850.

“Specifications” shall mean the requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto, as prepared by the Design Engineer and presented in the RFQ/RFP, which is incorporated into this Contract by this reference, and any supplements or amendments thereto that may be agreed to by the Parties after execution of this Contract. The Specifications shall further include any Change Orders and other changes to the Work authorized in accordance with Article 8 of this Contract.

“Standard Industry Practice” shall mean, at any particular time, (a) any of the practices, methods and acts engaged in or approved by a significant portion of the United States solid waste and construction industries prior to such time and by constructors, the Authority, operators or maintainers of facilities similar in size and operational characteristics to the Remediation Design, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable costs consistent with applicable Law and the Authorizations, environmental considerations, good business practices, reliability, safety, expedition and the manufacturer’s maintenance requirements, provided that “Standard Industry Practice” is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of the acceptable practices methods or acts generally accepted in such industry having due regard for, among other things, the manufacturer’s maintenance requirements, the requirements of Governmental Authorities and any applicable Contracts.

“State” shall mean the State of Maryland, its elected officers, officials and employees.

“Subcontractor” shall mean every Person (other than employees of Contractor) employed or engaged by Contractor or any Person (other than the Authority) directly or indirectly in privity with Contractor (including every sub-subcontractor of whatever tier) to perform any portion of the Work, whether the furnishing of labor, materials, equipment, services or otherwise.

“Subcontractor Protections” shall have the meaning assigned to it in Section 11.8

“Subcontractor Recoveries” shall have the meaning assigned to it in Section 11.10.

“Substantial Completion” shall mean the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Construction Management Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof. Requirements for the Certificate of Substantial Completion are set forth in Section 10.2.

“Substantial Completion Date Guarantee” shall have the meaning set forth in Section 11.4, as adjusted for Force Majeure.

“Suppliers” shall mean a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

“Temporary Traffic Control Plan” shall have the meaning set forth in Section 4.7.

“Term” shall mean the duration of this Contract, from the Effective Date until the completion of the duties and obligations as set forth in the Contract.

“Utility” shall mean Potomac Edison.

“Warranty Period” shall mean, the date that is one year from the Substantial Completion Date, or the end of the applicable subcontractor warranty periods, whichever is longer.

“Work” shall mean all procurement, construction, erection, installation, training, start-up and testing activities and services necessary to achieve a complete Remediation Design in accordance with the terms of this Contract and shall include all activities and services described in Schedule VII and in Section 3.1.

Schedule II Insurance

Insurance During Construction

The Contractor shall purchase and maintain and/or cause its Subcontractors (except for subcontracts involving less than \$100,000) to purchase the following types and amounts of insurance. The Contractor shall procure such insurance at its expense; provided, however, that such Contractor Controlled insurance Program ("CCIP) expenses shall be deemed to be included in the Guaranteed Maximum Price.

The Contractor shall purchase and maintain during the term of the Contract, including any renewals thereof, such policies of insurance acceptable to the Authority as will protect the Contractor, the County and the Authority from claims or losses, regardless of whether such claims or losses result from the Contractor's actions or omissions or those acts or omissions of a subcontractor or those of anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The following coverages are mandatory but may not be all inclusive, based on the parameters of the Project:

- (a) **"Builder's Risk"/All-Risk" Property** Insurance covering the work and materials used in developing the Facility with a limit of coverage at least equal to the full replacement value of the Facility. Such property insurance shall be written on a replacement cost basis, subject to standard exclusions, property limitations and conditions. Such insurance shall include the County as Additional Named Insured, and shall insure against fire, extended coverage and all risk perils (including resultant loss or damage from or as a consequence of faulty materials or workmanship).

Contractor expressly waives all right of recovery against the Authority for damage to its tools and equipment and shall assure that the Builder's Risk insurer agrees to waive of subrogation against the County.

- (b) **Workers' Compensation** Insurance with limits of coverage as follows:
 - 1. Coverage A: Statutory, covering Maryland jurisdiction.
 - 2. Coverage B: \$100,000.00
- (b) **Automobile Liability** Insurance with limits of liability of at least \$1,000,000.00 combined single limit per occurrence. Coverage for non-owned and hired vehicles shall be included. If hazardous materials are transported, insurance shall comply with Applicable Law relating to such transport.
- (c) **Commercial General Liability** Insurance with combined single limits of \$10,000,000.00 per occurrence, naming the Authority, State and County as additional insured. Unless deemed unnecessary by the Authority, the policy shall contain, but not be limited to, the following coverage endorsements:

Contractual Liability, including Subcontractors
Personal and Advertising Injury
Products and Completed Operations
Explosion, Collapse, and Underground Hazards (XCU)

- (d) **Contractor's Pollution Liability** Insurance with combined single limits of \$10,000,000.00 per occurrence, naming the Authority, State and County as an additional insured. Such coverage may be included under the Commercial General Liability Insurance policy by endorsement if there is no exclusion for sudden and accidental pollution or claims arising out of environmental work.
- (e) **Professional Liability/Errors and Omissions Insurance** appropriate to the contractor's profession with policy limits of at least \$3,000,000.00 per claim. Contractor shall continue to maintain such insurance, covering incidents occurring or claims made, for a period of three (3) years after substantial completion of the project.
- (f) **Property** Insurance with a limit of coverage equal to the total construction cost on a replacement cost basis and written on an all-risk policy form. Contractor's deductible or self-insured retention may not exceed \$100,000.00 per occurrence.

If any of the insurance policies required under this Contract are written on a claims-made basis, Contractor shall continue to maintain such insurance, covering incidents occurring or claims made, for a period of three (3) years after substantial completion of the project.

All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland.

The Contractor shall assure that all subcontractors performing services in accordance with this Contract carry identical insurance coverage required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the Authority. Contractor shall indemnify the Authority, State, the County, the Construction Management Engineer, and the Design Engineer for any uninsured losses relating to the contractual services involving subcontractors, including workers' compensation claims.

The Contractor shall not commence work under the Contract or any contract until evidence of all required coverage, including all coverage that Contractor requires to be carried and maintained by Contractor's contractors and subcontractors, is received by the County. Further, the Contractor shall continue to provide the Authority with evidence of policy renewals until the termination or expiration of the Contract and shall not reduce or cancel or change any of the required coverages without 60 days' written notice of such change to the Authority.

The Contractor will not hold the Authority, State, the County, the Construction Management Engineer, nor the Design Engineer liable for any injuries to the employees, servants, agents, subcontractors or assignees of the Contractor arising out of or during the course of services relating to this Contract, so long as such injuries are not due solely to the negligence or willful misconduct of the Authority, State, and County.

Providing the insurance required herein does not relieve the Contractor of any responsibilities or obligations assumed by the Contractor under this Contract, which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed as a material breach of the contract and shall operate as an immediate termination thereof.

Schedule III

Request for substantial completion inspection and Certification for Substantial Completion

See Schedule VII at 01 70 00 for the close-out requirements for the project.

Schedule IV
Payment Milestone Schedule

Year	Amount
2022	\$9,500,000.00
2023	\$14,800,000.00
2024	\$14,627,777.00
2025	\$9,600,000.00
2026	\$2,400,000.00
2027	\$2,400,000.00
2028	\$2,050,000.00
TOTAL	\$55,377,777.00

**Schedule V
Site Drawings**

Drawings Titled: Gude Landfill Remediation Design, Northeast Maryland Waste Disposal Authority Department of Environmental Protection Montgomery County, Maryland by EA Engineering, Science, and Technology, Inc. PBC, Dated April 2021, reviewed 6/25/2021, Project Number: 1564601, Sheets 1 through 146, Drawing No.'s G-001 through L504

Schedule VI
GMP Template

Exhibit VI GMP Template

Price Proposal Schedule Gude Landfill Remediation 100% Design R2 September 2021

Item No	Payment Item	Quantity	Units	Unit Cost	Total Cost
GENERAL REQUIREMENTS					
1	Mobilization And Demobilization	1	LS	8,317,834.00	8,317,834.00
2	Security Features	1	LS	400,000.00	400,000.00
3	Surveying	1	LS	1,800,000.00	1,800,000.00
4	Forest Conservation Markers	140	EA	205.00	28,700.00
EROSION AND SEDIMENT CONTROL					
5	Temporary Stabilization	197	AC	1570.00	309,290.00
6	Soil Stabilization Matting	92,000	SY	2.00	184,000.00
7	Stabilized Construction Entrance	2	EA	100,000.00	200,000.00
8	Orange Construction Fence	12,000	LF	4.00	48,000.00
9	Super Silt Fence	16,500	LF	9.00	148,500.00
10	Filter Logs	14,700	LF	20.00	294,000.00
11	Temporary Gabion Outlet Structure	12	EA	5800.00	69,600.00
12	Temporary Stone Outlet Structure	1	EA	2500.00	2500.00
13	Pipe Slope Drains	740	LF	56.00	41,440.00
14	Clear Water Diversion Pipes	5,535	LF	94.00	520,290.00
15	Sump Pit	6	EA	2500.00	15,000.00
16	Filter Bag	6	EA	2500.00	15,000.00

**Price Proposal Schedule
Gude Landfill Remediation
100% Design R2
September 2021**

Item No	Payment Item	Quantity	Units	Unit Cost	Total Cost
17	Inlet Protection	35	EA	310.00	10,850.00
18	Earth Dike A-1	1,220	LF	7.00	8540.00
19	Earth Dike A-2	11,400	LF	7.00	79,800.00
20	Earth Dike A-3	460	LF	23.00	10,580.00
21	Class I and Class II Riprap for Sediment Control	3,000	TON	93.00	279,000.00
22	Mountable Berms	29	EA	700.00	20,300.00
23	Temporary Access Culvert	160	LF	219.00	35,040.00
24	Temporary Stone Downchute	800	TON	89.00	71,200.00
25	Sediment Basin No. 1	1	LS	400,000.00	400,000.00
WASTE RELOCATION					
26	Clearing and Surface Demolition	98	AC	10,000.00	980,000.00
27	Excavation and Stockpiling of Existing Cover	149,000	CY	5.70	849,300.00
28	Waste Excavation and Placement	303,000	CY	6.50	1,969,500.00
29	Common Borrow	1	LS	1,000,000.00	1,000,000.00
30	No. 2 Stone (Leachate Seep Repair)	100	TON	150.00	15,000.00
31	Tire Management and Disposal	200	TON	410.00	82,000.00
32	Potentially Hazardous Waste Management	-----	-----	-----	\$200,000.00
33	Leachate Removal (Oaks Landfill)	2,940,000	GAL	0.32	940,800.00

**Price Proposal Schedule
Gude Landfill Remediation
100% Design R2
September 2021**

Item No	Payment Item	Quantity	Units	Unit Cost	Total Cost
34	Leachate Removal (Third-Party Facility)	3,120,000	GAL	0.41	1,279,200.00
35	Odor Control Foam	233,000	SY	1.50	349,500.00
36	Odor Control Blanket	233,000	SY	1.60	372,800.00
37	Odor Control Granule Sleeves	12	MO	12,000.00	144,000.00
38	Odor Control Misting System	12	MO	45,000.00	540,000.00
LANDFILL GAS					
39	Demo Existing/Install Temporary LFG Collection System	1	LS	4,000,000.00	4,000,000.00
40	Install New LFG System	1	LS	360,000.00	360,000.00
41	Abandon LFG Extraction Well Borehole	1,200	LF	33.00	39,600.00
42	New LFG Extraction Wells	2,500	LF	140.00	350,000.00
43	New LFG Extraction Well Appurtenances	1	LS	700,000.00	700,000.00
44	LFG Header Piping - 12-Inch	285	LF	84.00	23,940.00
45	LFG Header Piping - 8-Inch	10,700	LF	42.00	449,400.00
46	LFG Lateral Piping - 6-Inch	15,550	LF	35.00	544,250.00
47	LFG Road Crossings	620	LF	190.00	117,800.00
48	LFG Valves	1	LS	140,000.00	140,000.00
49	Condensate Drains	39	EA	5165.00	201,435.00
50	LFG Operations and Maintenance	84	MO	40,500.00	3,402,000.00

**Price Proposal Schedule
Gude Landfill Remediation
100% Design R2
September 2021**

Item No	Payment Item	Quantity	Units	Unit Cost	Total Cost
51	LFG Maintenance Allowance	-----	-----	-----	\$250,000.00
LANDFILL CAP					
52	Subgrade (Existing Onsite Soil)	149,000	CY	8.00	1,192,000.00
53	Subgrade (Furnished Soil)	15,000	CY	23.00	345,000.00
54A	Geosynthetic Closure Cap	4,010,000	SF	2.05	8,220,500.00
54B	Alternate Geosynthetic Closure Cap	4,010,000	SF	1.76	7,057,600.00
55	Vegetative Support Soil (Existing Onsite Soil)	35,400	CY	7.00	247,800.00
56	Vegetative Support Soil (Furnished Soil)	185,000	CY	30.50	5,642,500.00
57	Topsoil	72,000	CY	48.00	3,456,000.00
DRAINAGE					
58	Cap Perimeter Riprap Drainage	9,900	TON	62.00	613,800.00
59	Inlet Structure	6	EA	14,000.00	84,000.00
60	Concrete Endwall	1	EA	3000.00	3000.00
61	18" RCP	159	LF	91.00	14,469.00
62	24" RCP	235	LF	94.00	22,090.00
63	30" RCP	164	LF	160.00	26,240.00
64	Gabion Downchutes	950	LF	415.00	394,250.00
65	Turf Reinforcement Matting	32,000	SY	5.00	160,000.00

**Price Proposal Schedule
Gude Landfill Remediation
100% Design R2
September 2021**

Item No	Payment Item	Quantity	Units	Unit Cost	Total Cost
66	Box Culverts	10	EA	41,000.00	410,000.00
SITE RESTORATION AND PASSIVE LAND USE					
67	Northwest Slope Discharge Facility	1	LS	25,000.00	25,000.00
68	Gravel Access Roads	24,000	SY	18.00	432,000.00
69	Wooden Guardrail	1,625	LF	151.00	245,375.00
70	Dog Play Area Fence Enclosure	1,916	LF	90.00	172,440.00
71	Signage	1	LS	200,000.00	200,000.00
72	Site Furnishings	1	LS	270,000.00	270,000.00
73	Art Installation	1	LS	200,000.00	200,000.00
74	Mulch Bed	740	SY	3.50	2590.00
75	Upland Meadow Establishment	417,000	SY	1.00	417,000.00
76	Erosion Control Blanket	116,375	SY	1.80	209,475.00
77	Straw Mulch	300,530	SY	0.30	90,159.00
78	Meadow Maintenance	1	LS	250,000.00	250,000.00
79	Tree and Shrub Planting	1	LS	45,000.00	45,000.00
80	Chain-Link Fence	6,000	LF	90.00	540,000.00
TOTAL PRICE (Items 1 through 53, lower of 54A and 54B, and 55 through 80)					55,377,777.00

Schedule VII The Work

General Scope of Work

See Technical Specifications: Gude Landfill Remediation Design Technical Specifications, Montgomery County, MD prepared by EA Engineering, Science, and Technology, Inc. PBC, Dated September 2021, Revised June 2022 EA Project No. 15646.01

Construction will be accomplished under a phased construction contract based upon the design and fiscal year budgeting constraints. A notice to proceed will be issued for each phase of the construction. Refer to 01 11 00 for details.

The construction services for the Gude Landfill Remediation Project will include, but are not limited to the following general elements:

1. Operation and maintenance of the landfill gas collection and conveyance system.
2. Landfill Closure:
 - a. Placement and maintenance of erosion and sediment controls as depicted in the Contract Drawings and in accordance with applicable local and state regulations including silt fence, super silt fence, bench construction, swale construction, pumping and filtering practices, and temporary stabilization.
 - b. Clearing, grubbing, and stripping vegetation from all areas within the limit of work.
 - c. Demolition of existing stormdrains and drainage structures, buildings, and foundations as noted in the Contract Drawings.
 - d. Preparation of the landfill closure cap subgrade which consists of:
 - 1) Existing cover soil removal and stockpiling.
 - 2) Grading and onsite waste excavation and relocation of waste materials within the landfill with leachate management.
 - 3) Placement of minimum one (1) foot of subgrade soil over regraded waste.

- e. Construction of landfill closure cap from bottom to top grade consisting of:
 - 1) Hydraulic barrier layer consisting of forty (40)-mil textured linear low density polyethylene geomembrane, underlain by geotextile.
 - 2) Geosynthetic drainage layer consisting of double-sided geocomposite.
 - 3) Minimum eighteen (18)-inch-thick layer of Vegetative Support Soil and minimum six (6)-inch-thick layer of Topsoil.
 - 4) An alternate closure cap may be selected by the OWNER and would consist of a material that combines the geomembrane and geocomposite drainage layer into a single product.
- f. Construction of surface water drainage benches, swales, and gabion slope drainage channels.
- g. Construction of daylighted drainage systems.
- h. Phased demolition of the existing landfill gas collection and control system including the abandonment of existing extraction wells and removal of header collection piping, lateral collection piping, and condensate sumps per the Contract Drawings.
- i. Improvements to the active landfill gas collection system, including modifying existing extraction wells and installing new extraction wells, new below-grade lateral and header collection piping, and installing new condensate drains.
- j. Modification to the existing temporary piezometers, monitoring wells, and dewatering sumps.
- k. Construction of access roads.
- l. Construction/implementation of stormwater management controls and improvements.
- m. Site security, including the installation of video surveillance and replacement of the existing chain-link fence and gates.
- n. Site stabilization and development of passive land use features.
- o. Other project or Contract work as shown on the Contract Drawings and as specified herein.

Schedule VIII
Approved Subcontractors and Suppliers
Subcontractors (to be furnished later)

Sample

<i>CATEGORY</i>	<i>NAME</i>	<i>POSITION/FUNCTION/WBE/MBE</i>
<i>Subcontractors</i>		
<i>Major Equipment/Materials Suppliers</i>		

Schedule IX
Subcontractor Warranties (to be furnished later)

Schedule X
Form of Proposal Bond/Performance Bond/Maintenance
Bond and Guaranty

PERFORMANCE BOND/LETTER OF CREDIT

PERFORMANCE BOND

Bond No. PRF9411554 &
47-SUR-300055-01-0258

ALLAN MYERS MD, INC.

Principal

2011 Bel Air Rd, PO Box 278, Fallston, MD 21047

Business Address of Principal

(1) FIDELITY AND DEPOSIT COMPANY OF MARYLAND,
(2) ZURICH AMERICAN INSURANCE COMPANY,
& (3) BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

Surety

(1) Illinois
(2) New York
a corporation of the State of (3) Nebraska and authorized to do business in the State of Maryland.

Obligee

Northeast Maryland Waste Disposal Authority
and
Montgomery County, Maryland

Penal Sum of Bond in the amount of

~~Fifty Million and Zero Dollars (\$50,000,000)~~

Fifty-Five Million Three Hundred Seventy-Seven Thousand
Seven Hundred Seventy-Seven and No/100 Dollars (\$55,377,777.00)

Date of Contract: 9/23, 2022

Date Bond Executed: 9/30, 2022

Contract to provide Construction Services

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as cosureties, we, the cosureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each cosurety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such ability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a Contract with the Northeast Maryland Waste Disposal Authority (the “Authority”), which Contract is described and dated as shown above, and incorporated herein by reference. The Contract and all items incorporated into the Contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the Contract or to the work to be performed thereunder or any of them, or to any other items incorporated into the Contract shall hereinafter be referred to as “the Contract.”

NOW, THEREFORE, during the term of said Contract, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Authority to be in default under the Contract, the Surety may within fifteen (15) days after notice of default from the Authority notify the Authority of its election to either promptly proceed to remedy the default or promptly proceed to complete the Contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Authority thereupon shall have the remaining Contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

This Performance Bond is for the term beginning the 15th day of October, 2022 and ending the 1st day of November, 2028. Provided, however, that this bond may be continued in force by Continuation Certificate, executed by the Surety. If Surety elects to not renew the bond upon the expiration of any annual term, Surety shall provide written notice to both the Obligee and the Principal of such intention at least 60 days prior to the expiration of any such annual term. Non-renewal or cancellation of the bond shall constitute a default under the bond and be the basis or trigger for a claim. Surety's liability under this Performance Bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this Performance Bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Corporate Principal

Attest:

(Name of Corporation)

ALLAN MYERS MD, INC.


Corporate Secretary


President

AFFIX
CORPORATE
SEAL

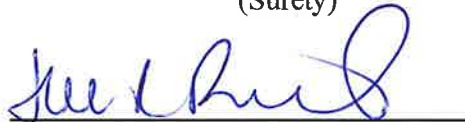
(1) FIDELITY AND DEPOSIT COMPANY OF MARYLAND,
(2) ZURICH AMERICAN INSURANCE COMPANY,
& (3) BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

(Surety)

~~Attest:~~ Witness:


Signature Christopher L. Boas, Witness

By:



Title: Julia R. Burnet, Attorney-in-Fact

AFFIX
CORPORATE
SEAL

Business Address of Surety:

(1) FIDELITY AND DEPOSIT COMPANY OF MARYLAND,
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
(2) ZURICH AMERICAN INSURANCE COMPANY,
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056
(3) BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
1314 Douglas Street, Suite 1400, Omaha, NE 68102

Bonding Agent's name:

R&P SURETY, LLC

Agent's Address:

595 E. Swedesford Road, Suite 350

Wayne, PA 19087

Approved as to legal form and sufficiency this _____ day of _____ 20__.
Date: _____

The Northeast Maryland Waste Disposal Authority
100 South Charles Street
Tower II- Suite 402
Baltimore, MD 21201

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Harry C. ROSENBERG, Elizabeth P. CERVINI, David C. ROSENBERG, Matthew J. ROSENBERG, Denise M. BRUNO, Julia R. BURNET, Joyce M. HOUGHTON, Jonathan F. BLACK, David A. JOHNSON, Stephanie S. HELMIG, Melissa J. HINDE, James M. DISCIULLO, John E. ROSENBERG of Wayne, Pennsylvania, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of May, A.D. 2021.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of May, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30th day of September, 2022.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

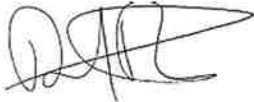
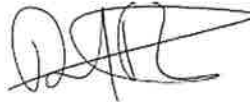
Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Power Of Attorney**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY**

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Joyce M. Houghton, David C. Rosenberg, Jonathan F. Black, Matthew J. Rosenberg, Harry C. Rosenberg, David A. Johnson, Stephanie S. Helmig, Julia R. Burnet, Denise M. Bruno, Elizabeth P. Cervini, John E. Rosenberg, Melissa J. Hinde, James M. DiSciullo, 595 E. Swedesford Road, Suite 350 of the city of Wayne, State of Pennsylvania**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

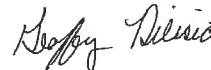
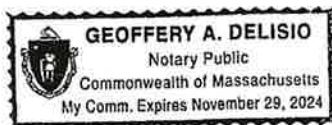
In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**By: _____
David Fields, Executive Vice President**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**By: _____
David Fields, Vice President**NOTARY**

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this 9/30/22.

_____
Officer

To verify the authenticity of this Power of Attorney please contact us at: BHS Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com. **THIS POWER OF ATTORNEY IS VOID IF ALTERED**

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

EXECUTION OF DOCUMENTS:

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2021

ASSETS

Bonds.....	\$ 237,467,504
Stocks	18,985,762
Cash and Short-Term Investments	7,415,852
Reinsurance Recoverable	25,735,324
Federal Income Tax Recoverable.....	0
Other Accounts Receivable	24,479,233
TOTAL ADMITTED ASSETS.....	<u>\$ 314,083,675</u>

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 378,101
Ceded Reinsurance Premiums Payable	48,876,599
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	<u>\$ 49,254,700</u>
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	<u>264,828,975</u>
Surplus as regards Policyholders.....	<u>264,828,975</u>
TOTAL	<u>\$ 314,083,675</u>

Securities carried at \$78,561,855 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2021 would be \$319,561,762 and surplus as regards policyholders \$270,307,062.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2021.

DocuSigned by:

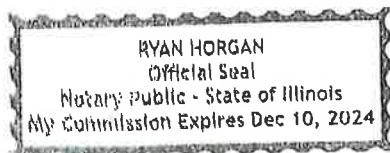
Laura J. Lazarczyk

42DF00B471374B0...

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2022.



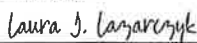
A handwritten signature in blue ink, likely belonging to the Notary Public, Ryan Horgan.

Notary Public

ZURICH AMERICAN INSURANCE COMPANY
COMPARATIVE BALANCE SHEET
4 WORLD TRADE CENTER, 150 GREENWICH STREET, NEW YORK, NY 10007
As of December 31, 2021 and December 31, 2020

	12/31/2021	12/31/2020
Assets		
Bonds	\$ 16,632,198,754	\$ 15,696,060,158
Preferred Stock	-	-
Common Stock	2,938,741,320	2,964,630,407
Real Estate	1,195,108,770	1,294,160,876
Other Invested Assets	1,511,224,849	1,435,120,966
Derivatives	4,892,042	178,175
Short-term Investments	562,958	285,002
Receivable for securities	22,712,596	809,339
Cash and cash equivalents	157,712,608	526,475,686
Securities lending reinvested collateral assets	-	105,614,095
Employee Trust for Deferred Compensation Plan	114,975,842	122,225,149
Total Cash and Invested Assets	\$ 22,578,129,739	\$ 22,145,559,853
Premiums Receivable	\$ 5,896,173,688	\$ 5,318,928,254
Funds Held with Reinsurers	-	99,875
Reinsurance Recoverable	1,288,549,705	1,248,855,148
Accrued Investment Income	118,060,365	118,531,136
Federal Income Tax Recoverable	471,599,585	507,200,404
Due from Affiliates	129,012,120	92,277,523
Other Assets	538,603,889	559,476,243
Total Assets	\$ 31,020,129,090	\$ 29,990,928,434
Liabilities and Policyholders' Surplus		
Liabilities:		
Loss and LAE Reserves	\$ 12,244,569,908	\$ 12,295,705,961
Unearned Premium Reserve	4,276,836,095	3,952,940,831
Funds Held with Reinsurers	674,404,810	554,226,440
Loss In Course of Payment	1,673,061,383	1,351,312,377
Commission Reserve	160,324,275	119,930,116
Federal Income Tax Payable	10,641,098	34,772,832
Remittances and Items Unallocated	336,655,509	432,727,110
Payable to parent, subs and affiliates	353,084,887	273,601,687
Provision for Reinsurance	89,554,951	175,327,995
Ceded Reinsurance Premiums Payable	1,525,470,381	1,591,358,027
Securities Lending Collateral Liability	-	105,614,095
Other Liabilities	1,789,130,300	1,922,304,215
Total Liabilities	\$ 23,133,733,598	\$ 22,809,821,689
Policyholders' Surplus:		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,321
Surplus Notes	-	-
Special Surplus Funds	3,996,000	9,672,000
Cumulative Unrealized Gain	172,586,977	192,450,057
Unassigned Surplus	3,310,681,195	2,579,853,368
Total Policyholders' Surplus	\$ 7,886,395,493	\$ 7,181,106,746
Total Liabilities and Policyholders' Surplus	\$ 31,020,129,090	\$ 29,990,928,434

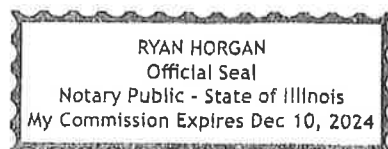
I, LAURA J. LAZARCZYK, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2021, according to the best of my information, knowledge and belief.

DocuSigned by:

 4200E0B471374B0 Corporate Secretary

State of Illinois
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2022.




 Notary public

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	<u>12/31/2021</u>	<u>12/31/2020</u>	<u>12/31/2019</u>
Total invested assets	\$ 6,504,184,299	\$ 5,475,240,588	\$ 5,172,183,338
Premium & agent balances (n	552,510,359	603,615,506	368,086,012
All other assets	142,765,038	157,897,676	127,524,677
Admitted Assets	<u><u>\$ 7,199,459,696</u></u>	<u><u>\$ 6,236,753,770</u></u>	<u><u>\$ 5,667,794,027</u></u>

LIABILITIES & SURPLUS*

	<u>12/31/2021</u>	<u>12/31/2020</u>	<u>12/31/2019</u>
Loss & loss exp. unpaid	\$ 1,142,116,028	\$ 921,923,948	\$ 634,745,558
Unearned premiums	484,660,143	372,836,160	314,117,549
All other liabilities	1,163,007,684	1,054,922,210	744,738,458
Total Liabilities	<u>2,789,783,855</u>	<u>2,349,682,318</u>	<u>1,693,601,565</u>
Total Policyholders' Surplus	<u>4,409,675,842</u>	<u>3,887,071,452</u>	<u>3,974,192,463</u>
Total Liabilities & Surplus	<u><u>\$ 7,199,459,697</u></u>	<u><u>\$ 6,236,753,770</u></u>	<u><u>\$ 5,667,794,028</u></u>

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

Schedule XI
Governmental Authorizations to be Obtained

The Contractor is responsible for obtaining/maintaining required permits and approvals related to the project.

Please see at Schedule VII herein, at 01 11 00 for reference.

Schedule XII

Administrative Milestone Schedule (to be furnished laster)

Schedule XIII
Construction Schedule

Activity ID	Activity Name	Original Duration	Start	Finish	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
CS10001300	Install Erosion Control Measures - Phase S-I	5	12-Jan-23	19-Jan-23										
CS10001310	Erosion Control Measures Approval by CME / MCDPS Inspector - Phase S-I	1	23-Jan-23	23-Jan-23										
CS10001400	Clear & Grub Remainder - Phase S-I	5	24-Jan-23	01-Feb-23										
CS10001500	Remove / Stockpile Existing Cover Soil for Outlet Structures/Pipe - Phase S-I	6	02-Feb-23	13-Feb-23										
CS10001600	Implement Contingent Leachate Control Measures - Phase S-I	1	02-Feb-23	02-Feb-23										
CS10001410	Rough Grade Road D & Swale 4 to Temporary Culvert - Phase S-I	2	02-Feb-23	06-Feb-23										
CS10001420	Install Temporary Downchute 1 - Phase S-I	3	07-Feb-23	09-Feb-23										
CS10001520	Complete Rough Grade of Road D & Swale 4 - Phase S-I	2	13-Feb-23	14-Feb-23										
CS10001510	Install TGOS S-I-3 & S-I-4 & Temporary Access Culvert Pipe - Phase S-I	3	27-Feb-23	01-Mar-23										
CS10001710	Install TGOS S-I-1 & S-I-2 / Earth Dikes / Pipe Slope Drains - Phase S-I	5	02-Mar-23	09-Mar-23										
CS10001530	Continue Removal / Stockpiling Existing Cover Soil - Phase S-I	6	02-Mar-23	13-Mar-23										
CS10001700	Excavate / Relocate Waste - Phase S-I	18	14-Mar-23	11-Apr-23										
CS10001800	Demo Existing Storm Drain - Phase S-I	3	14-Mar-23	16-Mar-23										
CS10002000	Construct Closure Cap Subgrade - Phase S-I	13	12-Apr-23	02-May-23										
CS10001720	Construct Portion of Northwest Discharge Facility - Phase S-I	1	12-Apr-23	12-Apr-23										
CS10001730	Rough Grade Access Road C & Swale 3 with Turf Matting - Phase S-I	2	12-Apr-23	13-Apr-23										
CS10001900	Install New / Modify/Abandon Existing Gas Pipe - Phase S-I	17	03-May-23	30-May-23										
CS10002100	Survey Closure Cap Subgrade - Phase S-I	2	03-May-23	04-May-23										
CS10002300	Construct Swale at Base of Northwest Slope - Phase S-I	2	03-May-23	04-May-23										
CS10002200	MDE Reviews/Approves Closure Cap Subgrade - Phase S-I	7	05-May-23	11-May-23										
CS10002400	Install Temporary Matting for Stabilization - Phase S-I	20	31-May-23	29-Jun-23										
Phase S-II (Subgrade Phase II) 8.9 Acres +/-		88	03-Jan-23	01-Jun-23										
CS20001000	Survey / Stake Limit of Disturbance - Phase S-II	3	03-Jan-23	05-Jan-23										
CS20001100	Install Protection - Groundwater & Gas Monitoring Wells - Phase S-II	1	09-Jan-23	09-Jan-23										
CS20001200	Clear & Grub for Erosion Control Measures - Phase S-II	1	10-Jan-23	10-Jan-23										
CS20001300	Install Erosion Control Measures - Phase S-II	5	12-Jan-23	19-Jan-23										
CS20001310	Erosion Control Measures Approval by CME / MCDPS Inspector - Phase S-II	1	23-Jan-23	23-Jan-23										
CS20001400	Clear & Grub Remainder - Phase S-II	5	24-Jan-23	01-Feb-23										
CS20001500	Remove / Stockpile Existing Cover Soil for Outlet Structures- Phase S-II	5	02-Feb-23	09-Feb-23										
CS20001600	Implement Contingent Leachate Control Measures - Phase S-II	1	02-Feb-23	02-Feb-23										
CS20001510	Install TGOS S-II-3 & S-II-4 & TSOS S-II-1 with Earth Dike Diversions - Phase S-II	3	13-Feb-23	15-Feb-23										
CS20001710	Install TGOS S-II-1 & S-II-2 / Earth Dikes / Pipe Slope Drains - Phase S-II	5	16-Feb-23	23-Feb-23										
CS20001530	Continue Removal / Stockpiling Existing Cover Soil - Phase S-II	5	16-Feb-23	23-Feb-23										
CS20001700	Excavate / Relocate Waste - Phase S-II	14	27-Feb-23	21-Mar-23										
CS20001800	Demo Existing Storm Drain - Phase S-II	3	27-Feb-23	01-Mar-23										
CS20002000	Construct Closure Cap Subgrade - Phase S-II	11	22-Mar-23	06-Apr-23										
CS20001720	Construct Portion of Northwest Discharge Facility - Phase S-II	1	22-Mar-23	22-Mar-23										
CS20001730	Rough Grade Access Road C & Swale 2 with Turf Matting - Phase S-II	2	22-Mar-23	23-Mar-23										
CS20001900	Install New / Modify/Abandon Existing Gas Pipe - Phase S-II	14	10-Apr-23	01-May-23										
CS20002100	Survey Closure Cap Subgrade - Phase S-II	2	10-Apr-23	11-Apr-23										
CS20002300	Construct Swale at Base of Northwest Slope - Phase S-II	2	10-Apr-23	11-Apr-23										
CS20002200	MDE Reviews/Approves Closure Cap Subgrade - Phase S-II	7	12-Apr-23	18-Apr-23										
CS20002400	Install Temporary Matting for Stabilization - Phase S-II	20	02-May-23	01-Jun-23										
Phase S-III (Subgrade Phase III) 14.7 Acres +/-		107	05-Jun-23	29-Nov-23										

2125156BD01-4: Gude Landfill Remediation Bid Schedule			Proposal Layout			22-Sep-22 06:15											
Activity ID	Activity Name	Original Duration	Start	Finish	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031			
	CS30001000	Survey / Stake Limit of Disturbance - Phase S-III	3	05-Jun-23	07-Jun-23			Survey / Stake Limit of Disturbance - Phase S-III									
	CS30001100	Install Protection - Groundwater & Gas Monitoring Wells - Phase S-III	1	08-Jun-23	08-Jun-23			Install Protection - Groundwater & Gas Monitoring Wells - Phase S-III									
	CS30001200	Clear & Grub for Erosion Control Measures - Phase S-III	1	09-Jun-23	09-Jun-23			Clear & Grub for Erosion Control Measures - Phase S-III									
	CS30001300	Install Erosion Control Measures - Phase S-III	5	12-Jun-23	19-Jun-23			Install Erosion Control Measures - Phase S-III									
	CS30001310	Erosion Control Measures Approval by CME / MCDPS Inspector - Phase S-III	1	20-Jun-23	20-Jun-23			Erosion Control Measures Approval by CME / MCDPS Inspector - Phase S-III									
	CS30001400	Clear & Grub Remainder - Phase S-III	5	21-Jun-23	27-Jun-23			Clear & Grub Remainder - Phase S-III									
	CS30001500	Remove / Stockpile Existing Cover Soil for TGOS - Phase S-III	3	28-Jun-23	30-Jun-23			Remove / Stockpile Existing Cover Soil for TGOS - Phase S-III									
	CS30001600	Implement Contingent Leachate Control Measures - Phase S-III	1	28-Jun-23	28-Jun-23			Implement Contingent Leachate Control Measures - Phase S-III									
	CS30001510	Install TGOS S-III-3 Earth Dikes - Phase S-III	1	03-Jul-23	03-Jul-23			Install TGOS S-III-3 Earth Dikes - Phase S-III									
	CS30002000	Construct Closure Cap Subgrade - Phase S-III	17	17-Aug-23	12-Sep-23			Construct Closure Cap Subgrade - Phase S-III									
	CS30001900	Install New / Modify/Abandon Existing Gas Pipe - Phase S-III	22	13-Sep-23	19-Oct-23			Install New / Modify/Abandon Existing Gas Pipe - Phase S-III									
	CS30002100	Survey Closure Cap Subgrade - Phase S-III	2	13-Sep-23	14-Sep-23			Survey Closure Cap Subgrade - Phase S-III									
	CS30002300	Construct Swale at Base of Northwest Slope - Phase S-III	2	13-Sep-23	14-Sep-23			Construct Swale at Base of Northwest Slope - Phase S-III									
	CS30002200	MDE Reviews/Approves Closure Cap Subgrade - Phase S-III	7	15-Sep-23	21-Sep-23			MDE Reviews/Approves Closure Cap Subgrade - Phase S-III									
	CS30002400	Install Temporary Matting for Stabilization - Phase S-III	20	23-Oct-23	29-Nov-23			Install Temporary Matting for Stabilization - Phase S-III									
	Stage 1		22	05-Jul-23	07-Aug-23		▼	07-Aug-23, Stage 1									
	CS31001000	Rough Grade Road A & Swale 5 with Turf Matting to Mountable Berm - Stage 1 - Phase S-III	5	05-Jul-23	11-Jul-23			Rough Grade Road A & Swale 5 with Turf Matting to Mountable Berm - Stage 1 - Phase S-III									
	CS31001100	Remove / Stockpile Existing Cover Soil North Side of Road A - Stage 1 - Phase S-III	6	05-Jul-23	12-Jul-23			Remove / Stockpile Existing Cover Soil North Side of Road A - Stage 1 - Phase S-III									
	CS31001200	Excavate / Relocate Waste North Side of Road A - Stage 1 - Phase S-III	12	13-Jul-23	01-Aug-23			Excavate / Relocate Waste North Side of Road A - Stage 1 - Phase S-III									
	CS31001300	Demo Existing Storm Drain North Side of Road A - Stage 1 - Phase S-III	2	13-Jul-23	17-Jul-23			Demo Existing Storm Drain North Side of Road A - Stage 1 - Phase S-III									
	CS31001500	Install TGOS S-III-1 / Earth Dikes / Pipe Slope Drains - Stage 1 - Phase S-III	2	02-Aug-23	03-Aug-23			Install TGOS S-III-1 / Earth Dikes / Pipe Slope Drains - Stage 1 - Phase S-III									
	CS31001600	Rough Grade Portion Road C & Swales 1 & 2 with Turf Matting - Stage 1 - Phase S-III	2	04-Aug-23	07-Aug-23			Rough Grade Portion Road C & Swales 1 & 2 with Turf Matting - Stage 1 - Phase S-III									
	Stage 2		23	08-Aug-23	12-Sep-23		▼	12-Sep-23, Stage 2									
	CS32001000	Remove / Stockpile Existing Cover Soil South Side of Road A - Stage 2 - Phase S-III	6	08-Aug-23	16-Aug-23			Remove / Stockpile Existing Cover Soil South Side of Road A - Stage 2 - Phase S-III									
	CS32001100	Excavate / Relocate Waste Sourth Side of Road A - Stage 2 - Phase S-III	11	17-Aug-23	01-Sep-23			Excavate / Relocate Waste Sourth Side of Road A - Stage 2 - Phase S-III									
	CS32001200	Demo Existing Storm Drain Sourth Side of Road A - Stage 2 - Phase S-III	2	05-Sep-23	06-Sep-23			Demo Existing Storm Drain Sourth Side of Road A - Stage 2 - Phase S-III									
	CS32001400	Install TGOS S-III-2 / Earth Dikes / Pipe Slope Drains - Stage 2 - Phase S-III	2	05-Sep-23	06-Sep-23			Install TGOS S-III-2 / Earth Dikes / Pipe Slope Drains - Stage 2 - Phase S-III									
	CS32001500	Complete Rough Grading Roads A & C & Swales 1 & 5 with Turf Matting - Stage 2 - Phase S-III	4	07-Sep-23	12-Sep-23			Complete Rough Grading Roads A & C & Swales 1 & 5 with Turf Matting - Stage 2 - Phase S-III									
	Phase S-IV (Subgrade Phase IV) 18.2 Acres +/-		200	30-Nov-23	07-Nov-24		▼	07-Nov-24, Phase S-IV (Subgrade Phase IV) 18.2 Acres +/-									
	CS40001000	Survey / Stake Limit of Disturbance - Phase S-IV	3	30-Nov-23	05-Dec-23			Survey / Stake Limit of Disturbance - Phase S-IV									
	CS40001100	Install Protection - Groundwater & Gas Monitoring Wells - Phase S-IV	1	06-Dec-23	06-Dec-23			Install Protection - Groundwater & Gas Monitoring Wells - Phase S-IV									
	CS40001200	Clear & Grub for Erosion Control Measures - Phase S-IV	1	07-Dec-23	07-Dec-23			Clear & Grub for Erosion Control Measures - Phase S-IV									
	CS40001300	Install Erosion Control Measures - Phase S-IV	5	11-Dec-23	18-Dec-23			Install Erosion Control Measures - Phase S-IV									
	CS40001310	Erosion Control Measures Approval by CME / MCDPS Inspector - Phase S-IV	1	19-Dec-23	19-Dec-23			Erosion Control Measures Approval by CME / MCDPS Inspector - Phase S-IV									
	CS40001400	Clear & Grub Remainder - Phase S-IV	5	20-Dec-23	04-Jan-24			Clear & Grub Remainder - Phase S-IV									
	CS40001600	Implement Contingent Leachate Control Measures - Phase S-IV	1	08-Jan-24	08-Jan-24			Implement Contingent Leachate Control Measures - Phase S-IV									
	CS40002000	Construct Closure Cap Subgrade - Phase S-IV	21	19-Jul-24	20-Aug-24			Construct Closure Cap Subgrade - Phase S-IV									
	CS40001900	Install New / Modify/Abandon Existing Gas Pipe - Phase S-IV	27	21-Aug-24	03-Oct-24			Install New / Modify/Abandon Existing Gas Pipe - Phase S-IV									
	CS40002100	Survey Closure Cap Subgrade - Phase S-IV	2	21-Aug-24	22-Aug-24			Survey Closure Cap Subgrade - Phase S-IV									
	CS40002200	MDE Reviews/Approves Closure Cap Subgrade - Phase S-IV	7	23-Aug-24	29-Aug-24			MDE Reviews/Approves Closure Cap Subgrade - Phase S-IV									
	CS40002400	Install Temporary Matting for Stabilization - Stage 2 - Phase S-IV	20	07-Oct-24	07-Nov-24			Install Temporary Matting for Stabilization - Stage 2 - Phase S-IV									
	Stage 1		85	30-Nov-23	06-May-24		▼	06-May-24, Stage 1									
	CS41001000	Divert Flow / Construct Dikes, Berms, Pipe for Pond 3 Conversion - Stage 1 - Phase S-IV	30	30-Nov-23	01-Feb-24			Divert Flow / Construct Dikes, Berms, Pipe for Pond 3 Conversion - Stage 1 - Phase S-IV									
	CS41001100	Excavate/Remove & Install Pipe / Rough Grade for Pond 3 Conversion - Stage 1 - Phase S-IV	15	05-Feb-24	28-Feb-24			Excavate/Remove & Install Pipe / Rough Grade for Pond 3 Conversion - Stage 1 - Phase S-IV									

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Remaining Level of Effort

Actual Work

Critical Remaining Work

Actual Level of Effort

Remaining Work

Milestone

Milestone

Page 3 of 9

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Activity ID	Activity Name	Original Duration	Start	Finish	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
	CS41001200	Remove / Stockpile Existing Cover Soil for Pond 3 Conversion - Stage 1 - Phase S-IV	5	29-Feb-24	07-Mar-24			█						
	CS41001300	Excavate / Relocate Waste for Pond 3 Conversion - Stage 1 - Phase S-IV	8	11-Mar-24	21-Mar-24			█						
	CS41001400	Place Fill / Construct Riprap Lined Ditch to Inlet K-4 for Pond 3 Conversion - Stage 1 - Phase S-IV	5	25-Mar-24	29-Mar-24			█						
	CS41001500	Rough Grade Swale 8 with Turf Matting - Stage 1 - Phase S-IV	1	01-Apr-24	01-Apr-24			█						
	CS41001600	Begin Bench 5 Construction / Demo Existing Storm Pipe - Stage 1 - Phase S-IV	10	02-Apr-24	17-Apr-24			█						
	CS41001700	Complete Conversion of Pond 3 to Sediment Basin 1 and Stabilize - Stage 1 - Phase S-IV	10	18-Apr-24	02-May-24			█						
	CS41001800	Inspection / Approval of Sediment Basin No. 1 by CME & MCDPS Inspector - Stage 1 - Phase S-I	1	06-May-24	06-May-24			█						
	Stage 2		47	07-May-24	18-Jul-24			▼						
	CS42001000	Remove / Stockpile Existing Cover Soil West of Incinerator Lane - Stage 2 - Phase S-IV	7	07-May-24	15-May-24			█						
	CS42001010	Demo Existing Storm Drain West of Incinerator Lane - Phase S-IV	2	16-May-24	20-May-24			█						
	CS42001100	Excavate / Relocate Waste West of Incinerator Lane - Stage 2 - Phase S-IV	11	21-May-24	05-Jun-24			█						
	CS42001200	Construct Swales 8, 11, 13 & 16 and Bench 4 with Matting - Stage 2 - Phase S-IV	3	06-Jun-24	11-Jun-24			█						
	CS42001300	Install Inlets Z-2 & Z-6 with Associated Pipe to Sediment Basin 1 - Stage 2 - Phase S-IV	5	12-Jun-24	18-Jun-24			█						
	CS42001400	Remove / Stockpile Existing Cover Soil East of Incinerator Lane - Stage 2 - Phase S-IV	7	19-Jun-24	28-Jun-24			█						
	CS42001500	Excavate / Relocate Waste East of Incinerator Lane - Stage 2 - Phase S-IV	11	01-Jul-24	17-Jul-24			█						
	CS42001410	Demo Existing Storm Drain East of Incinerator Lane - Phase S-IV	2	01-Jul-24	02-Jul-24			█						
	CS42001600	Construct Swales 14 & 18 with Matting - Stage 2 - Phase S-IV	1	18-Jul-24	18-Jul-24			█						
	Phase S-V (Subgrade Phase V) 16.3 Acres +/-		152	03-Sep-24	03-Jun-25			▼						
	CS50002000	Construct Closure Cap Subgrade - Phase S-V	19	18-Feb-25	20-Mar-25			█						
	CS50001900	Install New / Modify/Abandon Existing Gas Pipe - Phase S-V	25	24-Mar-25	01-May-25			█						
	CS50002100	Survey Closure Cap Subgrade - Phase S-V	2	24-Mar-25	25-Mar-25			█						
	CS50002200	MDE Reviews/Approves Closure Cap Subgrade - Phase S-V	7	26-Mar-25	01-Apr-25			█						
	CS50002400	Install Temporary Matting for Stabilization - Phase S-V	20	05-May-25	03-Jun-25			█						
	Stage 1		46	03-Sep-24	20-Nov-24			▼						
	CS51001000	Survey / Stake Limit of Disturbance East & North of Swale 13 - Stage 1 - Phase S-V	3	03-Sep-24	05-Sep-24			█						
	CS51001100	Install Protection - Groundwater & Gas Monitoring Wells East & North of Swale 13 - Stage 1 - Ph	1	06-Sep-24	06-Sep-24			█						
	CS51001200	Clear & Grub for Erosion Control Measures East & North of Swale 13 - Stage 1 - Phase S-V	1	09-Sep-24	09-Sep-24			█						
	CS51001300	Install Erosion Control Measures East & North of Swale 13 - Stage 1 - Phase S-V	3	10-Sep-24	12-Sep-24			█						
	CS51001310	Erosion Control Measures Approval by CME / MCDPS Inspector East & North of Swale 13 - Stag	1	16-Sep-24	16-Sep-24			█						
	CS51001400	Clear & Grub Remainder East & North of Swale 13 - Stage 1 - Phase S-V	3	17-Sep-24	19-Sep-24			█						
	CS51001500	Remove / Stockpile Existing Cover Soil East & North of Swale 13 - Stage 1 - Phase S-V	9	23-Sep-24	07-Oct-24			█						
	CS51001700	Implement Contingent Leachate Control Measures East & North of Swale 13 - Stage 1 - Phase S-V	1	23-Sep-24	23-Sep-24			█						
	CS51001600	Construct Swales 12 & 13 with Matting - Stage 1 - Phase S-V	2	08-Oct-24	09-Oct-24			█						
	CS51001510	Demo Existing Storm Drain East & North of Swale 13 - Stage 1 - Phase S-V	3	08-Oct-24	10-Oct-24			█						
	CS51001800	Excavate / Relocate Waste East & North of Swale 13 - Stage 1 - Phase S-V	13	14-Oct-24	04-Nov-24			█						
	CS51001900	Construct Swale 16 with Matting - Stage 1 - Phase S-V	2	05-Nov-24	06-Nov-24			█						
	CS51002000	Construct Swale 11 with Matting - Stage 1 - Phase S-V	1	07-Nov-24	07-Nov-24			█						
	CS51002100	Stabilize Area East & North of Swale 13 - Stage 1 - Phase S-V	1	11-Nov-24	11-Nov-24			█						
	CS51002200	Install Clearwater Diversion Pipe - Swales 16 to 10 - Stage 1 - Phase S-V	5	12-Nov-24	20-Nov-24			█						
	Stage 2		42	21-Nov-24	17-Feb-25			▼						
	CS52001000	Survey / Stake Limit of Disturbance West of Swale 13 - Stage 2 - Phase S-V	3	21-Nov-24	26-Nov-24			█						
	CS52001100	Install Protection - Groundwater & Gas Monitoring Wells West of Swale 13 - Stage 2 - Phase S-V	1	27-Nov-24	27-Nov-24			█						
	CS52001200	Clear & Grub for Erosion Control Measures West of Swale 13 - Stage 2 - Phase S-V	1	02-Dec-24	02-Dec-24			█						
	CS52001300	Install Erosion Control Measures West of Swale 13 - Stage 2 - Phase S-V	3	03-Dec-24	05-Dec-24			█						

Activity ID	Activity Name	Original Duration	Start	Finish	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
	CS52001310	Erosion Control Measures Approval by CME / MCDPS Inspector West of Swale 13 - Stage 2 - Ph	1	09-Dec-24	09-Dec-24									
	CS52001400	Clear & Grub Remainder West of Swale 13 - Stage 2 - Phase S-V	3	10-Dec-24	16-Dec-24									
	CS52001500	Remove / Stockpile Existing Cover Soil West of Swale 13 - Stage 2 - Phase S-V	8	17-Dec-24	07-Jan-25									
	CS52001600	Implement Contingent Leachate Control Measures West of Swale 13 - Stage 2 - Phase S-V	1	17-Dec-24	17-Dec-24									
	CS52001510	Demo Existing Storm Drain West of Swale 13 - Stage 1 - Phase S-V	2	08-Jan-25	09-Jan-25									
	CS52001700	Excavate / Relocate Waste West of Swale 13 - Stage 2 - Phase S-V	13	13-Jan-25	04-Feb-25									
	CS52001800	Stabilize Area West of Swale 13 - Stage 2 - Phase S-V	1	05-Feb-25	05-Feb-25									
	CS52001900	Construct Swale 8 with Matting - Stage 2 - Phase S-V	2	06-Feb-25	10-Feb-25									
	CS52002200	Install Clearwater Diversion Pipe - Swales 16 to 10 - Stage 2 - Phase S-V	4	11-Feb-25	17-Feb-25									
	Phase S-VI (Subgrade Phase VI) 15.2 Acres +/-		123	02-Apr-25	16-Oct-25									
	CS60001000	Survey / Stake Limit of Disturbance - Phase S-VI	3	02-Apr-25	07-Apr-25									
	CS60001100	Install Protection - Groundwater & Gas Monitoring Wells - Phase S-VI	1	08-Apr-25	08-Apr-25									
	CS60001200	Clear & Grub for Erosion Control Measures - Phase S-VI	1	09-Apr-25	09-Apr-25									
	CS60001300	Install Erosion Control Measures - Phase S-VI	5	10-Apr-25	17-Apr-25									
	CS60001310	Erosion Control Measures Approval by CME / MCDPS Inspector - Phase S-VI	1	21-Apr-25	21-Apr-25									
	CS60001400	Clear & Grub Remainder - Phase S-VI	5	22-Apr-25	28-Apr-25									
	CS60001500	Remove / Stockpile Existing Cover Soil - Phase S-VI	16	29-Apr-25	22-May-25									
	CS60001600	Implement Contingent Leachate Control Measures - Phase S-VI	1	29-Apr-25	29-Apr-25									
	CS60001700	Excavate / Relocate Waste - Phase S-VI	24	23-May-25	30-Jun-25									
	CS60001800	Demo Existing Storm Drain - Phase S-VI	5	23-May-25	30-May-25									
	CS60001710	Construct Swales 12, 13 & 16 with Matting - Phase S-VI	2	01-Jul-25	02-Jul-25									
	CS60001720	Construct Clear Water Diversion Pipe - Phase S-II to Swale 16 - Phase S-VI	2	03-Jul-25	07-Jul-25									
	CS60001730	Construct Clear Water Diversion Pipe - Phase S-II to Swale 13 - Phase S-VI	2	08-Jul-25	09-Jul-25									
	CS60002000	Construct Closure Cap Subgrade - Phase S-VI	18	10-Jul-25	06-Aug-25									
	CS60001900	Install New / Modify/Abandon Existing Gas Pipe - Phase S-VI	23	07-Aug-25	11-Sep-25									
	CS60002100	Survey Closure Cap Subgrade - Phase S-VI	2	07-Aug-25	08-Aug-25									
	CS60002200	MDE Reviews/Approves Closure Cap Subgrade - Phase S-VI	7	09-Aug-25	15-Aug-25									
	CS60002400	Install Temporary Matting for Stabilization - Phase S-VI	20	15-Sep-25	16-Oct-25									
	Phase S-VII (Subgrade Phase VII) 13.3 Acres +/-		107	18-Aug-25	04-Mar-26									
	CS70001000	Survey / Stake Limit of Disturbance - Phase S-VII	3	18-Aug-25	20-Aug-25									
	CS70001100	Install Protection - Groundwater & Gas Monitoring Wells - Phase S-VII	1	21-Aug-25	21-Aug-25									
	CS70001200	Clear & Grub for Erosion Control Measures - Phase S-VII	1	22-Aug-25	22-Aug-25									
	CS70001300	Install Erosion Control Measures - Phase S-VII	5	25-Aug-25	02-Sep-25									
	CS70001310	Erosion Control Measures Approval by CME / MCDPS Inspector - Phase S-VII	1	03-Sep-25	03-Sep-25									
	CS70001400	Clear & Grub Remainder - Phase S-VII	5	04-Sep-25	10-Sep-25									
	CS70001500	Remove / Stockpile Existing Cover Soil - Phase S-VII	14	11-Sep-25	06-Oct-25									
	CS70001600	Implement Contingent Leachate Control Measures - Phase S-VII	1	11-Sep-25	11-Sep-25									
	CS70001700	Excavate / Relocate Waste - Phase S-VII	21	07-Oct-25	11-Nov-25									
	CS70001800	Demo Existing Storm Drain - Phase S-VII	4	07-Oct-25	13-Oct-25									
	CS70001710	Construct Swale 15 with Matting - Phase S-VII	1	07-Oct-25	07-Oct-25									
	CS70002000	Construct Closure Cap Subgrade - Phase S-VII	16	12-Nov-25	15-Dec-25									
	CS70001900	Install New / Modify/Abandon Existing Gas Pipe - Phase S-VII	20	16-Dec-25	28-Jan-26									
	CS70002100	Survey Closure Cap Subgrade - Phase S-VII	2	16-Dec-25	17-Dec-25									
	CS70002200	MDE Reviews/Approves Closure Cap Subgrade - Phase S-VII	7	18-Dec-25	24-Dec-25									

Activity ID	Activity Name	Original Duration	Start	Finish	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
CS70002400	Install Temporary Matting for Stabilization - Phase S-VII	20	29-Jan-26	04-Mar-26										
Final Grading Phases		1019	30-Jun-23	22-May-28										
Phase F-I (Closure Cap Construction / Final Grading Phase I) 15.0 Acres +/-		100	30-Jun-23	19-Dec-23										
CF10001000	Survey / Stake Limit of Disturbance - Phase F-I	1	30-Jun-23	30-Jun-23										
CF10001100	Install Protection - Groundwater & Gas Monitoring Wells - Phase F-I	1	03-Jul-23	03-Jul-23										
CF10001300	Install Erosion Control Measures - Phase F-I	3	05-Jul-23	07-Jul-23										
CF10001400	Erosion Control Measures Approval by CME / MCDPS Inspector - Phase F-I	1	10-Jul-23	10-Jul-23										
CF10001510	Remove Matting Installed in Subgrade Phases - Phase F-I	1	11-Jul-23	11-Jul-23										
CF10001520	Finish Grade Access Road C and Swales 2 & 3 w/Matting - Phase F-I	5	12-Jul-23	19-Jul-23										
CF10001600	Install Geotextile - Phase F-I	19	20-Jul-23	17-Aug-23										
CF10001700	Install Geomembrane & Geocomposite - Phase F-I	19	18-Aug-23	18-Sep-23										
CF10001800	MDE Inspect & Approve Geomembrane & Geocomposite - Phase F-I	7	19-Sep-23	25-Sep-23										
CF10001900	Construct Vegetative Support Soil & Topsoil/Gabion Downchutes - First Bench - Phase F-I	20	26-Sep-23	30-Oct-23										
CF10001910	Construct Vegetative Support Soil & Topsoil/Filter Logs - Bench 2 - Phase F-I	16	26-Sep-23	23-Oct-23										
CF10001920	Construct Vegetative Support Soil & Topsoil/Filter Logs - Bench 1 - Phase F-I	16	26-Sep-23	23-Oct-23										
CF10001930	Construct Box Culvert D-1 / Channel Armoring - Phase F-I	3	26-Sep-23	28-Sep-23										
CF10002000	MDE Inspect & Approve Vegetative Support Soil & Topsoil - Phase F-I	7	31-Oct-23	06-Nov-23										
CF10002100	Install Gas Lateral / Header Pipes - Phase F-I	17	07-Nov-23	07-Dec-23										
CF10002200	Construct Access Roads - Phase F-I	3	07-Nov-23	09-Nov-23										
CF10002300	Replace Fence at Base of Northwest Slope - Phase F-I	2	07-Nov-23	08-Nov-23										
CF10002400	Stabilize Area - Phase F-I	1	11-Dec-23	11-Dec-23										
CF10002500	Remove Erosion Control Measures - Phase F-I	5	12-Dec-23	19-Dec-23										
Phase F-II (Final Grading Phase II) 10.8 Acres +/-		135	20-Dec-23	08-Aug-24										
CF20001000	Survey / Stake Limit of Disturbance - Phase F-II	1	20-Dec-23	20-Dec-23										
CF20001100	Install Protection - Groundwater & Gas Monitoring Wells - Phase F-II	1	21-Dec-23	21-Dec-23										
CF20001300	Install Erosion Control Measures - Phase F-II	3	02-Jan-24	04-Jan-24										
CF20001400	Erosion Control Measures Approval by CME / MCDPS Inspector - Phase F-II	1	08-Jan-24	08-Jan-24										
CF20001510	Remove Matting Installed in Subgrade Phases - Phase F-II	1	09-Jan-24	09-Jan-24										
CF20001520	Finish Grade Access Road C and Swale 1 w/Matting - Phase F-II	5	11-Jan-24	18-Jan-24										
Stage 1		54	22-Jan-24	23-Apr-24										
CF21001600	Install Geotextile - Stage 1 - Phase F-II	9	22-Jan-24	06-Feb-24										
CF21001700	Install Geomembrane & Geocomposite - Stage 1 - Phase F-II	9	07-Feb-24	21-Feb-24										
CF21001800	MDE Inspect & Approve Geomembrane & Geocomposite - Stage 1 - Phase F-II	7	22-Feb-24	28-Feb-24										
CF21001900	Construct Vegetative Support Soil & Topsoil / Downchute 4 - Stage 1 - Phase F-II	15	29-Feb-24	26-Mar-24										
CF21002000	MDE Inspect & Approve Vegetative Support Soil & Topsoil - Stage 1 - Phase F-II	7	27-Mar-24	02-Apr-24										
CF21002100	Install Gas Lateral / Header Pipes - Stage 1 - Phase F-II	6	03-Apr-24	11-Apr-24										
CF21002400	Stabilize Area - Stage 1 - Phase F-II	1	15-Apr-24	15-Apr-24										
CF21002500	Remove Erosion Control Measures - Stage 1 - Phase F-II	5	16-Apr-24	23-Apr-24										
Stage 2		69	24-Apr-24	08-Aug-24										
CF22001600	Install Geotextile - Stage 2 - Phase F-II	9	24-Apr-24	07-May-24										
CF22001700	Install Geomembrane & Geocomposite - Stage 2 - Phase F-II	9	08-May-24	21-May-24										
CF22001800	MDE Inspect & Approve Geomembrane & Geocomposite - Stage 2 - Phase F-II	7	22-May-24	28-May-24										
CF22001810	Construct Road A and Swale 5 w/Matting - Stage 2 - Phase F-II	15	29-May-24	19-Jun-24										
CF22001900	Construct Vegetative Support Soil & Topsoil / Downchute 5 - Stage 2 - Phase F-II	15	20-Jun-24	15-Jul-24										

Page 6 of 9



2125156BD01-4: Gude Landfill Remediation Bid Schedule			Proposal Layout			22-Sep-22 06:15																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
Activity ID	Activity Name	Original Duration	Start	Finish	2022	2023				2024	2025	2026	2027	2028	2029	2030	2031																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Graham Company The Graham Building One Penn Square West 25th Floor Philadelphia, PA 19102 www.grahamco.com	CONTACT NAME: Jim Bonner/Edna Reitz	FAX (A/C, No): 215-525-0234	
	PHONE (A/C, No, Ext): 215-701-5372	E-MAIL ADDRESS: Bonner_Unit@grahamco.com	
INSURED Allan Myers MD, Inc. 2011 Belair Road Fallston MD 21047	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company		23035
	INSURER B: XL Specialty Insurance Company		37885
	INSURER C: Liberty Insurance Corporation		42404
	INSURER D: Indian Harbor Insurance Company		36940
INSURER E:			
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 70834082**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2631510067021	12/31/2021	12/31/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2631510067031	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			US00097161LI21A	12/31/2021	12/31/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WA763D510067011	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Contractor's Pollution Liability Professional / E&O Liability			CEO742 017807 CEO742 017807	12/31/2021 12/31/2021	12/31/2022 12/31/2022	\$10,000,000 per occurrence \$3,000,000 per claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job No and Name: 2125156 Gude Landfill Remediation Project
See attached addendum.

CERTIFICATE HOLDER

Northeast Maryland Waste Disposal Authority
Tower II - Suite 402
100 S. Charles Street
Baltimore MD 21201-2705

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ken Ewell

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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY The Graham Company		NAMED INSURED Allan Myers MD, Inc. 2011 Belair Road Fallston MD 21047
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)**HOLDER:** Northeast Maryland Waste Disposal Authority**ADDRESS:** Tower II - Suite 402 100 S. Charles Street Baltimore MD 21201-2705

Northeast Maryland Waste Disposal Authority, The State of Maryland, and Montgomery County, Maryland are Additional Insureds on the above General Liability, Pollution Liability and Excess Liability Policies if required by written contract.

Prior to loss, if required by written contract a Waiver of Subrogation is provided in favor of the Additional Insured on the Builders Risk for work performed under contract if permissible by state law.

SCHEDULE OF OTHER POLICIES

DATE ISSUED
10/17/2022

NAMED INSURED:

Allan Myers MD, Inc.
2011 Belair Road
Fallston MD 21047

CERTIFICATE HOLDER:

Northeast Maryland Waste Disposal Authority
Tower II - Suite 402
100 S. Charles Street
Baltimore MD 21201-2705

OTHER COVERAGE	INSURER	NAI C	POLICY NO.	EFF - EXP DATE	LIMITS	CONT.
Installation Fltr. / Builders Risk	Great American Insurance Company of NY	2213 6	MAC525 9862	12/31/2021-12/31/ 2022	Per Jobsite Loss Limit: \$50MM	Transit Coverage: \$2MM

Control No.

GUDE LANDFILL REMEDIATION

TASK ORDER NO.45

between

MONTGOMERY COUNTY, MARYLAND

and

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

TASK ORDER NO.45

GUDE LANDFILL REMEDIATION

THIS TASK ORDER NO.45, GUDE LANDFILL REMEDIATION, is entered into as of the 9th day of August, 2022 (the “Effective Date”), between Montgomery County, Maryland, a body politic and corporate and a political subdivision of the State of Maryland (the “County”) and the Northeast Maryland Waste Disposal Authority, a body politic and corporate organized and existing under the laws of the State of Maryland (the “Authority”).

RECITALS

WHEREAS, the County and the Authority are parties to an Intergovernmental Agreement (“IGA”) dated January 17, 2007, as amended from time to time, which provides for the Authority to perform activities specified in a task order in furtherance of the County’s solid waste activities;

WHEREAS, the County desires the Authority to provide construction services for the construction of the Maryland Department of the Environment (“MDE”)-approved Corrective Measures at the Gude Landfill in Rockville Maryland;

WHEREAS, the required project notice under Section 3-920 of the Northeast Maryland Waste Disposal Authority Act (Section 3-901 et. seq. of the Natural Resources Article of the annotated Code of Maryland) was submitted and deemed accepted by the County under the terms of the aforementioned section;

WHEREAS, the County deems it will be efficient and serve the County’s best interests to have the Authority and County jointly oversee the desired work under this Agreement; and

WHEREAS, the Authority completed a public procurement process for the Service with the participation and approval of the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS

- (A) Capitalized terms used in this Task Order have the meanings set forth in this Article I, unless a different meaning clearly appears from the context.

(B) As used in this Task Order, the following terms will have the meaning set forth below:

“Agreement” means this Task Order, dated above and as modified from time to time by mutual written agreement.

“Applicable Laws” means all federal, state, and local constitutions, charters, acts, statutes, laws, ordinances, codes, rules, regulations, orders and Governmental Approvals, or other legislative or administrative action of any agency, department, authority, political subdivision or other instrumentality, or final decrees, judgments or orders of a court, in each case applicable to the Contractor, Authority, the Gude Landfill or the performance of any obligations under this Task Order.

“Authority” means Northeast Maryland Waste Disposal Authority, and its successors and permitted assigns.

“Contractor” means Allan Myers Maryland Inc. and its successors and permitted assigns, or other person designated by the Authority, who shall perform the work under this Task Order.

“County” means Montgomery County, Maryland, and its successors and permitted assigns.

“County Representative” means the County’s Chief of the Recycling and Resource Management Division, or any other person designated by the County’s Chief of the Recycling and Resource Management Division as the County Representative under this Task Order.

“DEP/RRMD” means the Montgomery County Department of Environmental Protection /Recycling and Resource Management Division or any successor agency.

“Effective Date” has the meaning given in the first paragraph of this Task Order.

“Gude Landfill” means the landfill located at 600 E Gude Dr, Rockville, MD 20850.

“Intergovernmental Agreement (IGA)” means the Agreement between Montgomery County and the Northeast Maryland Waste Disposal Authority dated January 17, 2007, as such agreement may be amended from time to time which provides for the activities specified in a task order in furtherance of the County’s solid waste activities.

“Services” means Gude Landfill Remediation conducted by the Contractor, including, but not limited to, the work as set forth in the procurement and proposal documentation included in Attachments 1 and 2 of this Task Order.

“Task Order” means this Task Order No.45 Gude Landfill Remediation, as may be amended, modified, or supplemented from time to time.

“Term” has the meaning given in Section 6.1.

SECTION 1.2 RULES OF INTERPRETATION

- (A) Entire Agreement. This Task Order and the resulting Service Agreement for the Services (included at Attachment 2) constitute the entire agreement between the parties hereto with respect to the transactions contemplated by this Task Order and, except as expressly provided otherwise herein, nothing in this Task Order 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 Task Order. In the event of a conflict or any inconsistent language between the terms and conditions of the Service Agreement and the IGA, the IGA shall prevail.
- (B) Severability. If any clause, provision, subsection, Section, or Article of this Task Order is ruled invalid by any court of jurisdiction, then the parties will: (1) promptly meet and negotiate a substitute for such clause, provision, Section, or Article which must, to the greatest extent legally permissible, effect the intent of the parties therein; (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 Task Order; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Task Order 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 will not affect any of the remaining provisions hereof, and this Task Order will be construed and enforced as if such invalid portion did not exist.
- (C) References. All references to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Task Order, unless otherwise qualified.
- (D) Captions. The headings or captions used in this Task Order are for convenience of reference only and do not define, limit or describe any of the provisions of this Task Order or the scope or intent hereof.

ARTICLE II

ROLE OF THE AUTHORITY

SECTION 2.1 TASK ORDER UNDER INTERGOVERNMENTAL AGREEMENT.

This Task Order will become effective upon the Effective Date and will constitute a Task Order under the IGA.

SECTION 2.2 AUTHORITY SERVES AS AN INTERMEDIARY AND THE IGA SERVES AS THE CONTRACTUAL VEHICLE. Under this Task Order, the Authority shall not, under any circumstances, (i) have any obligations to the Contractor or the County other than issuing the Service Agreement to the Contractor to perform the Services, serving to issue invoices based on data received from the County and the Contractor and receiving and forwarding payments, when applicable, to the Contractor, (ii) the Authority is not responsible for

amounts due to the Contractor or from the County related to this Task Order, and (iii) the Authority is not liable to either the Contractor or the County other than to perform the basic task of managing the billing and payments or issuance for the Services to be provided under this Task Order. Any payment or data disputes must be resolved through direct discussions between the County and the Contractor, provided there is no error on the part of the Authority in correctly forwarding the billing information relative to this Task Order. The County, through the execution of this Task Order, expressly approves of the Contractor and the scope of work.

ARTICLE III

SCOPE OF SERVICES: GUDE LANDFILL REMEDIATION

SECTION 3.1 SCOPE OF SERVICES. The Contractor will provide Gude Landfill remediation to the County in accordance with the Contractor's scope of work and proposal, dated January 12, 2022, and the Best and Final Offer dated April 21, 2022 (attached hereto in Attachment 2 and incorporated herein).

ARTICLE IV

TASK ORDER SERVICE FEE AND PAYMENTS

SECTION 4.1 COMPENSATION. The Contractor will charge the County for the Services in accordance with the Service Agreement, provided as Attachment 2, hereto. The applicable rates are set forth under the Contractor's Service Agreement with the Authority, Contract _____, dated _____, and the total amount of fees to be paid to the Contractor shall not exceed the proposal amount of \$55,377,777.⁰⁰, unless amended as per the Service Agreement. For Fiscal Year 2023, the Service fees may not exceed \$24,914,055.⁰³.

SECTION 4.2 INVOICING. As set forth in the Service Agreement, the Authority will forward the invoice to the County for services rendered by the Contractor. The Authority will then pay the Contractor (after receipt of such funds from the County) for the services rendered. The invoice shall include the total cost and the services performed.

SECTION 4.3 CERTIFICATION OF FUNDS. By executing this Task Order, the County certifies that it has the funds available to pay for the Service. The County shall provide/has provided a Purchase Order for this work.

ARTICLE V

CHANGES IN LAW

SECTION 5.1 RESPONSIBILITY TO COMPLY WITH REGULATIONS. The Contractor must comply with all applicable federal, State, and local laws and regulations, including any changes, if changes go into effect. Change of law does not include any federal or State regulation that has been added, interpreted and/or enforced to offset any misinterpretation of the law.

ARTICLE VI

TERM

SECTION 6.1 TERM OF TASK ORDER. This Task Order is in effect from the Effective Date and will continue in effect until the first of: (A) the IGA is terminated in accordance with the terms thereof (IGA term expires June 30, 2026, if not terminated sooner); (B) until the Contractor's Service Agreement with the Authority terminates; (C) the County does not appropriate the funds necessary to support the Service Agreement; (D) there is no Purchase Order issued by the County sufficient to fund the Service Agreement; or (E) this Task Order is terminated by mutual agreement of the County and Authority.

ARTICLE VII

For purposes of communication between the parties to this Task Order, any official notification to the County shall be made to:

Willie Wainer, Chief
DEP, Recycling and Resource Management Division, 6th Floor
101 Monroe Street, Rockville, MD 20850
Willie.Wainer@montgomerycountymd.gov

Any official notification to the Authority shall be to:

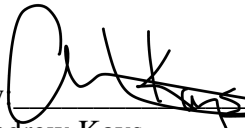
Andrew Kays, Executive Director
Northeast Maryland Waste Disposal Authority
Tower II, Suite 402
100 South Charles Street, Baltimore, MD 21201-2705
Akays@nmwda.org

IN WITNESS WHEREOF, the Authority and the County have executed and sealed this Task Order No.45 as of the date set forth above.

Attest:

NORTHEAST MARYLAND WASTE
DISPOSAL AUTHORITY

By: Kimberly Gordon 08/09/2022
Date

By:  08.09.2022
Andrew Kays Date
Executive Director

MONTGOMERY COUNTY, MARYLAND

By: Willie Wainer 8/9/2022
Willie Wainer, Chief Date
DEP, Recycling and Resource Management
Division

Approved as to form and legal sufficiency
This 5th day of August 2022:

By: Jerrilyn E. Brooks
Associate County Attorney

ATTACHMENT 1

RFQ, RFP (without the Service Agreement draft), BAFO REQUEST, CLARIFICATIONS AND
COUNTY LETTERS TO PROCEED

ATTACHMENT 2

PROPOSAL 01.12.2022

BAFO 04.21.2022

SERVICE AGREEMENT



DEPARTMENT OF ENVIRONMENTAL PROTECTION

Marc Elrich
County Executive

Adriana Hochberg
Acting Director

MEMORANDUM

TO: Andrew Kays
Executive Director
Northeast Maryland Waste Disposal Authority

FROM: Willie Wainer *Willie Wainer*
Division Chief, Recycling and Resource Management Division
Department of Environmental Protection

SUBJECT: Gude Landfill Remediation Project Construction Contract Award Evaluation

The Recycling and Resource Management Division (RRMD) received the *Request for Proposals for Construction Services for the Gude Landfill Remediation Project Evaluation of Submissions and Recommendation for Request for Proposals*, dated May 12, 2022. The RRMD has reviewed the evaluation and has comments. The RRMD approves the recommendation for award to Allan Myers + Hallaton.

The RRMD is requesting that the Northeast Maryland Waste Disposal Authority include the Gude Landfill Remediation Project and project budget on the agenda for the Authority Board Meeting scheduled on June 8, 2022. The RRMD is prepared to issue a purchase order in the amount of \$24.9M and the official Notice-to-Proceed (NTP) for construction on July 1, 2022.

If you have any questions or concerns, please do not hesitate to contact Jamie Foster, Senior Engineer at 240-832-0414 or via email at jamie.foster@montgomerycountymd.gov.

Attachment

CC: Terrilyn Brooks, OCA
Jeffrey Camera, DEP

MEMORANDUM

TO: FILE

FROM: Andrew Kays, Executive Director

DATE: May 12, 2022

RE: Request for Proposals for Construction Services for the Gude Landfill Remediation Project Evaluation of Submissions and Recommendation for Request for Proposals

BACKGROUND DISCUSSION

Montgomery County MD ("County") has been working with the Maryland Department of the Environment ("MDE") under a Consent Order agreement to address certain concerns and potential impacts at the Gude Landfill ("Landfill") located in Montgomery County, Rockville, Maryland. A Nature and Extent Study ("NES") was completed and submitted to MDE in 2010 and NES Amendment No. 1 was submitted in 2011. As a result of the NES and NES Amendment No. 1, an Assessment of Corrective Measures ("ACM") Report and an ACM Report Revision were prepared for the Landfill in accordance with the specific requirements set forth under the Consent Order and the requirements of MDE for regulating solid waste disposal facilities under COMAR 26.04.07.21 and 26.07.07.22.

The Northeast Maryland Waste Disposal Authority ("Authority") has been working with the County throughout the NES and ACM process. The County and Authority collaborated on the development of a Request for Proposals ("RFP") for the first of three separate contracts for the implementation of the Corrective Measures and conceptual development of potential land uses at the Landfill.

- Contract 1 – Design Engineer ("DE") (awarded in 2018 and on-going): is responsible for the design, permitting, and other designated services for the Corrective Measures and the conceptual planning for potential land uses.
- Contract 2 – Construction Management Engineer ("CME") (awarded in 2020 and on-going): is responsible for constructability reviews of the design/construction documents as well as providing management, oversight, and inspection services throughout the construction of the Corrective Measures and potential site work to prepare for the potential land uses.
- Contract 3 – General Contractor (this contract): will be responsible for the actual construction of the approved design and permitted Corrective Measures and any potential land uses.

410.333.2730 / 410.333.2721 fax / authority@nmwda.org
nmwda.org / Business-to-Business Recycling: mdrecycles.org
Tower II – Suite 402, 100 S. Charles Street, Baltimore, MD 21201-2705

Comprehensive Waste Management Through Recycling, Reuse, Resource Recovery and Landfill

MEMBERS:

Rhody R. Holthaus, Anne Arundel County / Vacant, Baltimore City / D'Andrea L. Walker, Baltimore County / Vacant, Carroll County
Phillip S. Harris, Frederick County / Joseph J. Siemek, Harford County / Mark A. DeLuca, Howard County / Guillermo Wainer, Montgomery County
Charles Glass, Maryland Environmental Service / Andrew Kays, Executive Director



On October 4, 2021, the Authority, on behalf of the County and under direction from the County, requested submissions of proposals by certain qualified remediation construction contractor firms or construction contractor teams (the "Construction Contractor" or "Offeror") to provide the remediation construction services required for the construction of the MDE-approved Corrective Measures at the Gude Landfill in Rockville, Maryland. The qualified firms participated in the earlier RFQ process as described in Exhibit 2 herein. As a result of the Request of Proposals for phase two of the procurement, the final contract will require that the selected Offeror meet County Minority, Female, and Disabled-Owned Businesses (MFD) Program and living wage requirements.

In alphabetical order, the three firms deemed qualified to move on to the proposal stage were:

- Allan Myers and Hallaton
- Harnden Group
- Ryan Inc.

Addenda were issued to the three firms on the following dates:

1. October 4, 2021, technical updates and revised details to the drawing set were issued with the RFP
2. October 21, 2021, technical and contract updates
3. November 15, 2021, revised submittal date and technical updates
4. November 18, 2021, additional site visit dates and technical updates
5. December 17, 2021, revised submittal date and technical updates
6. January 4, 2022, technical updates and response to contract term inquiries

Proposals were received from the firms by the required closing time on January 12, 2022. Following review of the proposals, the Authority issued clarification requests to each of the firms on February 14, 2022. All firms were to submit any questions on the request for clarification by February 23, 2022. On February 21, 2022, Ryan Inc. withdrew from further consideration citing another recent contract award. Further clarification requests were sent to Allan Myers and Hallaton, and the Harnden Group, each separately, on February 25, 2022 for the March 1, 2022 submission. Both firms submitted responses to the February 14, 2022 clarification request by the required closing time on March 1, 2022.

The Authority, County, DE and CME conducted interviews for the project with each firm, separately, on March 15, 2022. Following the interviews, the Review Team and the Authority prepared and issued clarifications and Best and Final Offer Requests to each firm on March 28, 2022.

Final clarifications from the remaining firms were received by the required closing time on April 21, 2022. Exhibit 1 herein contains the DE summary of the proposals and costs.

The Review Team completed an independent review of the submittals, and then met to review the total packages to develop a consensus. Both firms provided complete proposals that met the requirements of the RFQ and RFP, including the County's required MFD program participation percentages. Each firm demonstrated an ability to perform the Work as outlined in the County approved specifications. The Review Team used the evaluation criteria from the RFP in the review deliberations.

- 1) Compliance and standing with licenses, statements, certifications, and disclosures.
- 2) Demonstrated ability / methodology to meet potential federal, state, and local MBE/WBE requirements (21%). Extent and quality of the proposed participation of minority firms and/or individuals.
- 3) Qualifications and Experience of the Offeror as presented in the Representative Projects.
- 4) Qualifications and Experience of the Offeror as presented in the Key Personnel Matrix and Resumes.
- 5) The clarity, completeness and responsiveness of the written proposal and the sequence of work plan, and, if required, oral presentations.
- 6) Price.
- 7) Comprehensive Best Value Considerations.

Public summary of internal deliberations.

1) Compliance and standing with licenses, statements, certifications, and disclosures.

Recommended Firm: Both firms were deemed to have met this requirement.

2) Demonstrated ability / methodology to meet potential federal, state, and local MBE/WBE requirements (21%). Extent and quality of the proposed participation of minority firms and/or individuals.

Recommended Firm: Allan Myers

Both firms ultimately demonstrated plans to meet the County requirements for MFD participation, and the listed firms that meet the County MFD requirements demonstrate a capability to perform the defined work. The volume of work planned for each major subcontractor under the respective proposals seems reasonable based on the services they provide.

Allan Myers has provided the MFD component in each required submission.

Harnden has provided a change in detail regarding their approach to meeting the MFD requirement over several rounds of clarification. The BAFO indicates that if their preferred federal certification for the wholly owned subsidiary is accepted, they will further change the MFD structure. Harnden has also stated that they reserved the right to change the identified major subcontractors if contracts cannot be signed. There is a risk then expressly stated in their proposal of increased costs above the proposal.

3) Qualifications and Experience of the Offeror as presented in the Representative Projects.

Recommended Firm: Essentially Equivalent.

The Review Team noted that Allan Myers demonstrated experience on similar solid waste projects, including waste relocation and landfill gas systems. The company has more experience on larger dollar value projects similar to that of Gude LF. The company has successfully done larger landfill projects locally and elsewhere and is known to the DE and CME through other projects.

The Review Team noted that Harnden has experience on similar solid waste projects, including waste relocation and landfill gas systems. Comparatively though, the company has less experience on larger dollar value projects similar to that of Gude LF. The company is known to the DE and CME through other projects.

4) Qualifications and Experience of the Offeror as presented in the Key Personnel Matrix and Resumes.

Recommended Firm: Allan Myers

The breadth of experience and general 15-20 years of experience for the Allan Myers team seems more attractive in fulfilling the term of the project. They have proposed qualified staff who have experience executing similar solid waste projects. The staff has experience on larger dollar value projects similar to that of Gude LF. Headquarters staff and listed key personnel are located in Maryland. Many of the company's key personnel are known to the DE and CME through other projects.

Harnden reported staff with longer tenure in some cases when compared to Allan Myers and indicated in-house landfill gas management experience. The company reported qualified staff with experience executing similar solid waste projects. Of note, the proposed staff has less experience executing larger projects similar to that of Gude LF. Headquarters and key personnel are located in Pennsylvania. Many of the company's key personnel are known to the DE and CME through other projects. No resumes from major subcontractors were included in the submittals.

5) The clarity, completeness and responsiveness of the written proposal and the sequence of work plan, and, if required, oral presentations.

Recommended Firm: Allan Myers

As noted above, each firm participated in a meeting on March 15, 2022. This meeting allowed for directed discussion and open dialogue with the intent of providing clarity to each firm as they prepared final clarifications and best and final offers. Both firms provided complete proposals through the clarification process.

The Review Team notes that Allan Myers had an overall higher clarity, completeness and responsiveness for the written proposals, sequence of work plan, responses to questions and clarifications, interviews, and BAFO. The Prime Contractor and major subcontractors are confirmed.

Conversely, the Review Team notes that Harnden provided overall lower clarity, completeness and responsiveness for the written proposals, sequence of work plan, responses to questions and clarifications, interviews, and BAFO. It is not clear how the major subcontractors will work with the Prime Contractor to execute the work if they are subject to change.

6) Price.

Recommended Firm: Harnden

Both prices are within 10% of the Engineer's Estimate. The Review Team notes that Allan Myers listed higher than expected prices for some items (e.g., mobilization, surveying, gas management and leachate) and that overall cost is higher than Harnden by close to \$7,000,000 (CY22). However, the major subcontractors and their pricing are committed based on BAFO.

For Harnden, the Review Team notes that the major subcontractors and their pricing are subject to change based on the BAFO response. The overall cost is slightly lower than the engineer's estimate and almost \$7,000,000 (CY22) less than Allan Myers' cost, but unusually low cost on borrow is notable. The BAFO from the Harnden Group included price changes for all 80 price proposal items for an overall price increase of 5.7%. Some changes were associated with clarifications, others seem unrelated to scope clarifications.

Price Source	Items with Highest Price	Items with Lowest Price
Engineer's Estimate	29	23
Allan Myers + Hallaton	25	34
Harnden Group	27	23

7) Comprehensive Best Value Considerations.

The overall proposal from Allan Myers was better, when factoring in the detail, experience on larger projects and levels of surety on the MFD (required portion) of the project. Harnden is significantly less expensive up front but hedged on the potential increases. Allan Myers is more expensive but talked about working towards the best solution. Allan Myers has the financial stability to be able to cover expenses that might be a change order for Harnden. Allan Myers offered support for Community Outreach Program and proposed a vertically integrated management approach to complete the project.

Harnden is close to \$7,000,000 (CY22) lower in price than Allan Myers and offers no apparent difference in construction quality or performance. The potential for change orders from Harden is likely higher than from Allan Myers based on collective Review Team experience and review of pricing. This is particularly highlighted in the area of the major subcontractors, borrow, vegetative support soil and LFG demolition and installation.

RECOMMENDATION FOR AWARD OF THE CONSTRUCTION SERVICES CONTRACT

The Evaluation Committee's recommendation is that the award of the construction services contract, inclusive of the 100% design drawings and project manual and all relevant permits, as reviewed and approved by the appropriate regulatory bodies, be made to Allan Myers + Hallaton, subject to final written approval by Montgomery County.

Exhibit 1: DE evaluation

Exhibit 2: RFQ Summary

ADM1192315KMU.DOCX

10 May 2022

Mr. Andrew Kays
Executive Director
Northeast Maryland Waste Disposal Authority
Tower II - Suite 402
100 South Charles Street
Baltimore, MD 21201-2705

RE: Gude Landfill Remediation – Contractor Evaluation
EA Project No. 1564601

Dear Mr. Kays:

EA Engineering, Science, and Technology, Inc., PBC (EA) provides the following observations for your consideration in evaluating proposals received for the Gude Landfill Remediation Project. Observations are presented based on the selection criteria listed in Section 4.4 of the Request for Proposals (RFP).

1. Compliance and standing with licenses, statements, certifications, and disclosures.

This item is contractual in nature, and we understand the Authority will evaluate compliance with these RFP requirements. EA has not evaluated compliance with this evaluation criterion.

2. Demonstrated ability / methodology to meet potential federal, state, and local MBE/WBE requirements (21%). Extent and quality of the proposed participation of minority firms and/or individuals.

Submission	Allan Myers + Hallaton	Harnden Group
Proposal (January 12, 2022)	<ul style="list-style-type: none">• Included Montgomery County Minority, Female, Disabled Person Subcontractor Performance Plan in the proposal.• Identified 2 MDOT certified subcontractors to perform 21% of the proposed price.• The volume of work planned for each subcontractor seems reasonable based on the services they provide.	<ul style="list-style-type: none">• Provided a letter stating that “a minimum 21.0% of the value of the Proposal to be performed by certified Minority, Female, and Disabled-Owned Business.”• No firms were identified in the proposal.

Submission	Allan Myers + Hallaton	Harnden Group
Clarifications (March 1, 2022)	<ul style="list-style-type: none"> • No changes to plan. 	<ul style="list-style-type: none"> • Identified 3 subcontractors to perform 21% of the proposed price but did not provide any information regarding their certification status. • During the oral interview on March 15, 2022, Harnden noted that one of their proposed subcontractors, Harnden Construction Services, is seeking certification as a veteran-owned business. Based on Montgomery County requirements, it is not clear that this subcontractor would qualify for the MFD program.
Best and Final Offer (April 21, 2022)	<ul style="list-style-type: none"> • No changes to plan. 	<ul style="list-style-type: none"> • Identified 5 MDOT certified subcontractors to perform 21% of the proposed price. • Provided caveat that “The major subcontractors indicated are subject to change if the trade partner’s pricing changes and is determined to not be reasonable and responsible, and/or the contract terms are not agreed upon by both parties.” • The volume of work planned for each subcontractor seems reasonable based on the services they provide.

EA suggests the Authority research Minority, Female, and Disabled-Owned Business (MFD) compliance by Allan Myers and Harnden Group on past contracts with Montgomery County.

The Allan Myers + Hallaton team provided a viable plan for MFD compliance and has shown commitment to the goal throughout the procurement process. The Harnden Group only provided a plan at the final stage of the procurement after multiple inquiries by the Authority, and they have stated they are not fully committed to the subcontractors listed in the plan.

3. Qualifications and Experience of the Offeror as presented in the Representative Projects.

Submission	Allan Myers + Hallaton	Harnden Group
Qualifications (November 20, 2020)	<ul style="list-style-type: none"> Presented the maximum number (10) of representation projects allowed by the RFQ. Largest representative project value presented was \$17.3M. Noted experience with waste relocation and LFG systems. Largest geosynthetic installation area in representative project presented was 91 acres of landfill cap. 	<ul style="list-style-type: none"> Presented the maximum number (10) of representation projects allowed by the RFQ. Largest representative project value presented was \$12.6M. Noted experience with waste relocation and LFG systems. Largest geosynthetic installation area in representative project presented was 58 acres of landfill cap.

Both teams appear qualified to perform the work. Neither team highlighted a solid waste project with an expected contract value as large as the Gude Landfill Remediation Project. The Allan Myers + Hallaton team highlighted projects that are larger than those highlighted by the Harnden Group.

4. Qualifications and Experience of the Offeror as presented in the Key Personnel Matrix and Resumes.

Submission	Allan Myers + Hallaton	Harnden Group
Qualifications (November 20, 2020)	<ul style="list-style-type: none"> Project Manager has 17 years of experience and worked on 6 of the representative projects. Construction Manager has 18 years of experience and worked on 2 of the representative projects. The Superintendent has 45 years of experience and worked on 7 of the representative projects. Included some resumes from key subcontractors. 	<ul style="list-style-type: none"> Project Director has over 40 years of experience and worked on all 10 of the representative projects. Project Manager has 35 years of experience and worked on 9 of the representative projects. The General Superintendent/ Construction Manager has over 50 years of experience and worked on 6 of the representative projects. No resumes from subcontractors included.

Both teams appear qualified to perform the work. The Harnden Group senior personnel have more experience than the senior personnel from the Allan Myers + Hallaton team. The Allan Myers + Hallaton team included resumes from key subcontractors while the Harnden Group did not submit resumes from subcontractors.

5. The clarity, completeness and responsiveness of the written proposal and the sequence of work plan, and, if required, oral presentations.

Submission	Allan Myers + Hallaton	Harnden Group
Proposal (January 12, 2022)	<ul style="list-style-type: none"> • Provided a narrative work plan identified as a Preliminary Project Execution Plan including executive summary, high-level technical description of work, roles and responsibilities of key staff, quality control, a summary schedule narrative, and a detailed construction schedule (Gantt Chart). 	<ul style="list-style-type: none"> • Provided a narrative work plan including an introduction, a detailed sequence of construction (copied from the Contract Drawings with some annotations to clarify Harnden’s intent), and a summary level construction schedule (Gantt chart).
Clarifications (March 1, 2022)	<ul style="list-style-type: none"> • Provided responses to requested clarifications. • Did not provide as much detail as Harnden Group in response to clarification #3 regarding landfill gas operations and maintenance. • Did not provide as much detail as Harnden Group in response to clarification #6 regarding leachate pumping. 	<ul style="list-style-type: none"> • Provided responses to requested clarifications. • Provided a list of anticipated major subcontractors but noted “The major subcontractors indicated below are subject to change if the trade partner’s pricing changes and is determined to not be reasonable and responsible, and/or the contract terms are not agreed upon by both parties.”
Best and Final Offer (April 21, 2022)	<ul style="list-style-type: none"> • No changes noted other than pricing. 	<ul style="list-style-type: none"> • No scope changes noted. • Provided a new list of anticipated MFD subcontractors but noted “The major subcontractors indicated are subject to change if the trade partner’s pricing changes and is determined to not be reasonable and responsible, and/or the contract terms are not agreed upon by both parties.”

Submissions from both teams demonstrate an understanding of the work. The Allan Myers + Hallaton team provided a very detailed construction schedule, illustrating their understanding of the complex Sequence of Construction. The Harnden Group provided more detail about LFG and leachate management, illustrating their understanding of those scope elements.

The Harnden Group was ultimately responsive to the MFD requirements in the BAFO after multiple inquiries by the Authority, but the Harnden Group has stated in writing they are not fully committed to the subcontractors listed in the plan.

6. Price.

The Price Proposal Tabulation for the Best and Final Offers (BAFO) and a price analysis is attached, and the total prices are summarized here:

Price Source	Total Price
Engineer's Estimate	\$53,766,502
Allan Myers + Hallaton	\$55,377,777
Harnden Group	\$48,227,334

The prices by major work category are summarized here:

Work Category	Engineer's Estimate	Allan Myers + Hallaton	Harnden Group
General Requirements	\$7,669,000.00	\$10,546,534.00	\$6,528,437.96
Erosion And Sediment Control	\$3,393,130.00	\$2,762,930.00	\$3,497,217.44
Waste Relocation	\$8,724,380.00	\$8,722,100.00	\$8,778,328.31
Landfill Gas	\$7,068,905.00	\$10,578,425.00	\$4,302,097.38
Landfill Cap	\$19,677,000.00	\$17,940,900.00	\$18,560,544.00
Drainage	\$1,601,560.00	\$1,727,849.00	\$2,081,297.54
Site Restoration and Passive Land Use	\$5,632,527.00	\$3,099,039.00	\$4,479,411.40
Total Price	\$53,766,502.00	\$55,377,777.00	\$48,227,334.03
Variance from Engineer's Estimate		3%	-10%

Both prices are within 10% of the Engineer's Estimate. Overall, the price proposals appear balanced and the following number of high and low line items per price source were noted:

Price Source	Items with Highest Price	Items with Lowest Price
Engineer's Estimate	29	23
Allan Myers + Hallaton	25	34
Harnden Group	27	23

The Best and Final Offer from Allan Myers + Hallaton included price increases for 3 price proposal items where scope was clarified for an overall price increase of 2.4%. The Best and Final Offer from the Harnden Group included price changes for all 80 price proposal items for an overall price increase of 5.7%. Individual item prices changed within the range of -35% to +154%. Some of the changes were justified by the scope clarifications, but many of the pricing changes were unrelated to the scope clarifications.

Specific pricing risks identified in review of the proposals are as follows:

- Harnden is relying on the ability to procure offsite subgrade soil for less than the price to use onsite soil (Items 52 and 53). This reduced price for offsite soil would only be feasible if they have a material source close to the project site and someone is paying them to remove soil from that nearby source.
- Harnden is relying on the ability to procure offsite vegetative support soil for \$0.41 per cubic yard more than the price to use onsite soil (Items 55 and 56). This price would only be feasible if they have an offsite material source very close to the project site where transportation costs are \$0.41 per cubic yard, or someone is paying them to remove soil from a source.

Harnden's price is ~\$7M lower than Allan Myers + Hallaton's price, representing a potential cost savings to the County. An important consideration in evaluating price is the potential for change orders based on interpretations of the scope and technical requirements. Line items that vary more significantly from the Engineer's estimate and could be a source of change orders are described below:

- Item 39 – Demo Existing/Install Temporary LFG Collection System: Harnden's price is 91% lower than the Engineer's Estimate (~\$1.8M lower). Harnden indicated that some of the costs are covered in other line items, but those other line items were not higher than the Engineer's Estimate.
- Item 40 – Install New LFG System: Harnden's price is 78% lower than the Engineer's Estimate (~\$280K lower). Harnden indicated that some of the costs are covered in other line items, but those other line items were not higher than the Engineer's Estimate.

The Authority/County must weigh the proposed cost difference in the BAFOs and the potential for change orders and decide which is the better value. Harnden took more obvious risk in their pricing as described above, and the price items described above are well below the Engineer's Estimate, which could represent additional risk of change orders.

7. Comprehensive Best Value Considerations.

The Authority requested project references from both proposers and the feedback should be considered as part of the best value considerations. EA compiled the following statistics from the project references:

Information	Allan Myers + Hallaton	Harnden Group
Average Score	43.8	42.1
Minimum Score	34	36
Maximum Score	50	48

The written comments did not indicate notable differences between the contractors. Most comments were positive in nature and no significant issues were noted with these key factors:

- Schedule compliance
- Budget compliance and propensity for change orders
- Ease of working with the proposers and proposer's commitment to their work

EA did not contact any of the references. The Authority should consider any verbal information conveyed by references.

The Allan Myers + Hallaton team presented a complete team with committed subcontractors throughout the procurement process. The Harnden Group provided a list of subcontractors when asked but provided a caveat that the subcontractors could change. The Best and Final Offer from Allan Myers + Hallaton included changes to price proposal items where scope was clarified. The Best and Final Offer from the Harnden Group included changes to every price proposal item, some increasing and some decreasing, even where scope did not change. These observations indicate more stability in the Allan Myers + Hallaton team and approach that would benefit the project.

Our proposal scoring is attached for your use.

If you have any questions, please do not hesitate to contact me at (410) 329-5135.

Sincerely,

EA ENGINEERING, SCIENCE,
AND TECHNOLOGY, INC., PBC



Mark J. Gutberlet, P.E., BCEE
Project Manager

Enclosures

Price Proposal Tabulation - BAFO
Gude Landfill Remediation
April 21, 2022

				Engineer's Estimate		Allan Myers MD, Inc.				Harnden Group, LLC			
Item No	Payment Item	Quantity	Units	Unit Cost	Total Cost	Unit Cost (4/21/22)	Total Cost (4/21/22)	Original Total Cost (1/12/22)	Variance	Unit Cost (4/21/22)	Total Cost (4/21/22)	Original Total Cost (1/12/22)	Variance
GENERAL REQUIREMENTS													
1	Mobilization And Demobilization	1	LS	\$ 6,018,000.00	\$ 6,018,000.00	\$ 8,317,834.00	\$ 8,317,834.00	\$ 8,317,834.00	\$ -	\$ 5,204,953.75	\$ 5,204,953.75	\$ 5,100,000.00	\$ 104,953.75
2	Security Features	1	LS	\$ 723,000.00	\$ 723,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ -	\$ 370,922.12	\$ 370,922.12	\$ 386,787.00	\$ (15,864.88)
3	Surveying	1	LS	\$ 900,000.00	\$ 900,000.00	\$ 1,800,000.00	\$ 1,800,000.00	\$ 1,800,000.00	\$ -	\$ 928,209.09	\$ 928,209.09	\$ 831,692.00	\$ 96,517.09
4	Forest Conservation Markers	140	EA	\$ 200.00	\$ 28,000.00	\$ 205.00	\$ 28,700.00	\$ 28,700.00	\$ -	\$ 173.95	\$ 24,353.00	\$ 29,050.00	\$ (4,697.00)
EROSION AND SEDIMENT CONTROL													
5	Temporary Stabilization	197	AC	\$ 3,600.00	\$ 709,200.00	\$ 1,570.00	\$ 309,290.00	\$ 309,290.00	\$ -	\$ 2,428.51	\$ 478,416.47	\$ 323,671.00	\$ 154,745.47
6	Soil Stabilization Matting	92,000	SY	\$ 4.00	\$ 368,000.00	\$ 2.00	\$ 184,000.00	\$ 184,000.00	\$ -	\$ 3.02	\$ 277,840.00	\$ 212,520.00	\$ 65,320.00
7	Stabilized Construction Entrance	2	EA	\$ 24,000.00	\$ 48,000.00	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	\$ 64,946.18	\$ 129,892.36	\$ 143,550.00	\$ (13,657.64)
8	Orange Construction Fence	12,000	LF	\$ 4.00	\$ 48,000.00	\$ 4.00	\$ 48,000.00	\$ 48,000.00	\$ -	\$ 5.26	\$ 63,120.00	\$ 62,040.00	\$ 1,080.00
9	Super Silt Fence	16,500	LF	\$ 12.00	\$ 198,000.00	\$ 9.00	\$ 148,500.00	\$ 148,500.00	\$ -	\$ 14.54	\$ 239,910.00	\$ 191,400.00	\$ 48,510.00
10	Filter Logs	14,700	LF	\$ 22.00	\$ 323,400.00	\$ 20.00	\$ 294,000.00	\$ 294,000.00	\$ -	\$ 27.41	\$ 402,927.00	\$ 261,513.00	\$ 141,414.00
11	Temporary Gabion Outlet Structure	12	EA	\$ 18,000.00	\$ 216,000.00	\$ 5,800.00	\$ 69,600.00	\$ 69,600.00	\$ -	\$ 11,693.63	\$ 140,323.56	\$ 130,047.00	\$ 10,276.56
12	Temporary Stone Outlet Structure	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 3,615.58	\$ 3,615.58	\$ 3,652.95	\$ (37.37)
13	Pipe Slope Drains	740	LF	\$ 34.00	\$ 25,160.00	\$ 56.00	\$ 41,440.00	\$ 41,440.00	\$ -	\$ 54.89	\$ 40,618.60	\$ 41,669.40	\$ (1,050.80)
14	Clear Water Diversion Pipes	5,535	LF	\$ 50.00	\$ 276,750.00	\$ 94.00	\$ 520,290.00	\$ 520,290.00	\$ -	\$ 111.71	\$ 618,314.85	\$ 617,429.25	\$ 885.60
15	Sump Pit	6	EA	\$ 4,500.00	\$ 27,000.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 1,373.70	\$ 8,242.20	\$ 8,143.08	\$ 99.12
16	Filter Bag	6	EA	\$ 1,100.00	\$ 6,600.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 1,036.19	\$ 6,217.14	\$ 7,050.00	\$ (832.86)
17	Inlet Protection	35	EA	\$ 400.00	\$ 14,000.00	\$ 310.00	\$ 10,850.00	\$ 10,850.00	\$ -	\$ 1,439.60	\$ 50,386.00	\$ 38,080.00	\$ 12,306.00
18	Earth Dike A-1	1,220	LF	\$ 14.00	\$ 17,080.00	\$ 7.00	\$ 8,540.00	\$ 8,540.00	\$ -	\$ 9.79	\$ 11,943.80	\$ 11,480.20	\$ 463.60
19	Earth Dike A-2	11,400	LF	\$ 14.00	\$ 159,600.00	\$ 7.00	\$ 79,800.00	\$ 79,800.00	\$ -	\$ 15.35	\$ 174,990.00	\$ 170,088.00	\$ 4,902.00
20	Earth Dike A-3	460	LF	\$ 61.17	\$ 28,140.00	\$ 23.00	\$ 10,580.00	\$ 10,580.00	\$ -	\$ 13.64	\$ 6,274.40	\$ 6,012.20	\$ 262.20
21	Class I and Class II Riprap for Sediment Control	3,000	TON	\$ 115.00	\$ 345,000.00	\$ 93.00	\$ 279,000.00	\$ 279,000.00	\$ -	\$ 86.62	\$ 259,860.00	\$ 249,780.00	\$ 10,080.00
22	Mountable Berms	29	EA	\$ 800.00	\$ 23,200.00	\$ 700.00	\$ 20,300.00	\$ 20,300.00	\$ -	\$ 1,107.70	\$ 32,123.30	\$ 32,233.21	\$ (109.91)
23	Temporary Access Culvert	160	LF	\$ 225.00	\$ 36,000.00	\$ 219.00	\$ 35,040.00	\$ 35,040.00	\$ -	\$ 63.05	\$ 10,088.00	\$ 9,966.40	\$ 121.60
24	Temporary Stone Downchute	800	TON	\$ 50.00	\$ 40,000.00	\$ 89.00	\$ 71,200.00	\$ 71,200.00	\$ -	\$ 117.52	\$ 94,016.00	\$ 88,456.00	\$ 5,560.00
25	Sediment Basin No. 1	1	LS	\$ 472,000.00	\$ 472,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ -	\$ 448,098.18	\$ 448,098.18	\$ 438,427.00	\$ 9,671.18
WASTE RELOCATION													
26	Clearing and Surface Demolition	98	AC	\$ 6,265.31	\$ 614,000.00	\$ 10,000.00	\$ 980,000.00	\$ 980,000.00	\$ -	\$ 5,312.34	\$ 520,609.32	\$ 400,727.88	\$ 119,881.44
27	Excavation and Stockpiling of Existing Cover	149,000	CY	\$ 10.00	\$ 1,490,000.00	\$ 5.70	\$ 849,300.00	\$ 849,300.00	\$ -	\$ 7.54	\$ 1,123,460.00	\$ 1,008,730.00	\$ 114,730.00
28	Waste Excavation and Placement	303,000	CY	\$ 10.74	\$ 3,255,000.00	\$ 6.50	\$ 1,969,500.00	\$ 1,969,500.00	\$ -	\$ 14.16	\$ 4,290,480.00	\$ 3,954,150.00	\$ 336,330.00

Price Proposal Tabulation - BAFO
Gude Landfill Remediation
April 21, 2022

Item No	Payment Item	Quantity	Units	Engineer's Estimate		Allan Myers MD, Inc.				Harnden Group, LLC			
				Unit Cost	Total Cost	Unit Cost (4/21/22)	Total Cost (4/21/22)	Original Total Cost (1/12/22)	Variance	Unit Cost (4/21/22)	Total Cost (4/21/22)	Original Total Cost (1/12/22)	Variance
29	Common Borrow	1	LS	\$ 600,000.00	\$ 600,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ -	\$ 44,254.55	\$ 44,254.55	\$ 42,000.00	\$ 2,254.55
30	No. 2 Stone (Leachate Seep Repair)	100	TON	\$ 112.00	\$ 11,200.00	\$ 150.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 156.60	\$ 15,660.00	\$ 19,000.00	\$ (3,340.00)
31	Tire Management and Disposal	200	TON	\$ 320.00	\$ 64,000.00	\$ 410.00	\$ 82,000.00	\$ 82,000.00	\$ -	\$ 449.78	\$ 89,956.00	\$ 134,000.00	\$ (44,044.00)
32	Potentially Hazardous Waste Management	-----	-----	-----	\$ 200,000.00	-----	\$ 200,000.00	\$ 200,000.00	\$ -	-----	\$ 200,000.00	\$ 200,000.00	\$ -
33	Leachate Removal (Oaks Landfill)	2,940,000	GAL	\$ 0.20	\$ 576,000.00	\$ 0.32	\$ 940,800.00	\$ 940,800.00	\$ -	\$ 0.10	\$ 294,000.00	\$ 323,400.00	\$ (29,400.00)
34	Leachate Removal (Third-Party Facility)	3,120,000	GAL	\$ 0.17	\$ 542,000.00	\$ 0.41	\$ 1,279,200.00	\$ 1,279,200.00	\$ -	\$ 0.37	\$ 1,154,400.00	\$ 1,060,800.00	\$ 93,600.00
35	Odor Control Foam	233,000	SY	\$ 1.39	\$ 323,870.00	\$ 1.50	\$ 349,500.00	\$ 349,500.00	\$ -	\$ 2.04	\$ 475,320.00	\$ 470,660.00	\$ 4,660.00
36	Odor Control Blanket	233,000	SY	\$ 3.67	\$ 855,110.00	\$ 1.60	\$ 372,800.00	\$ 372,800.00	\$ -	\$ 1.37	\$ 319,210.00	\$ 312,220.00	\$ 6,990.00
37	Odor Control Granule Sleeves	12	MO	\$ 3,100.00	\$ 37,200.00	\$ 12,000.00	\$ 144,000.00	\$ 144,000.00	\$ -	\$ 3,766.54	\$ 45,198.48	\$ 45,600.00	\$ (401.52)
38	Odor Control Misting System	12	MO	\$ 13,000.00	\$ 156,000.00	\$ 45,000.00	\$ 540,000.00	\$ 540,000.00	\$ -	\$ 17,148.33	\$ 205,779.96	\$ 195,756.00	\$ 10,023.96
LANDFILL GAS													
39	Demo Existing/Install Temporary LFG Collection System	1	LS	\$ 2,029,000.00	\$ 2,029,000.00	\$ 4,000,000.00	\$ 4,000,000.00	\$ 4,000,000.00	\$ -	\$ 192,735.74	\$ 192,735.74	\$ 181,116.00	\$ 11,619.74
40	Install New LFG System	1	LS	\$ 358,000.00	\$ 358,000.00	\$ 360,000.00	\$ 360,000.00	\$ 150,000.00	\$ 210,000.00	\$ 78,748.86	\$ 78,748.86	\$ 77,400.00	\$ 1,348.86
41	Abandon LFG Extraction Well Borehole	1,200	LF	\$ 11.67	\$ 14,000.00	\$ 33.00	\$ 39,600.00	\$ 39,600.00	\$ -	\$ 47.29	\$ 56,748.00	\$ 58,344.00	\$ (1,596.00)
42	New LFG Extraction Wells	2,500	LF	\$ 140.00	\$ 350,000.00	\$ 140.00	\$ 350,000.00	\$ 350,000.00	\$ -	\$ 124.50	\$ 311,250.00	\$ 316,500.00	\$ (5,250.00)
43	New LFG Extraction Well Appurtenances	1	LS	\$ 330,000.00	\$ 330,000.00	\$ 700,000.00	\$ 700,000.00	\$ 700,000.00	\$ -	\$ 361,369.88	\$ 361,369.88	\$ 366,000.00	\$ (4,630.12)
44	LFG Header Piping - 12-Inch	285	LF	\$ 143.00	\$ 40,755.00	\$ 84.00	\$ 23,940.00	\$ 23,940.00	\$ -	\$ 53.38	\$ 15,213.30	\$ 14,922.60	\$ 290.70
45	LFG Header Piping - 8-Inch	10,700	LF	\$ 53.00	\$ 567,100.00	\$ 42.00	\$ 449,400.00	\$ 449,400.00	\$ -	\$ 33.03	\$ 353,421.00	\$ 341,330.00	\$ 12,091.00
46	LFG Lateral Piping - 6-Inch	15,550	LF	\$ 35.00	\$ 544,250.00	\$ 35.00	\$ 544,250.00	\$ 544,250.00	\$ -	\$ 22.41	\$ 348,475.50	\$ 339,923.00	\$ 8,552.50
47	LFG Road Crossings	620	LF	\$ 350.00	\$ 217,000.00	\$ 190.00	\$ 117,800.00	\$ 117,800.00	\$ -	\$ 252.05	\$ 156,271.00	\$ 151,280.00	\$ 4,991.00
48	LFG Valves	1	LS	\$ 96,000.00	\$ 96,000.00	\$ 140,000.00	\$ 140,000.00	\$ 140,000.00	\$ -	\$ 107,871.54	\$ 107,871.54	\$ 93,000.00	\$ 14,871.54
49	Condensate Drains	39	EA	\$ 4,200.00	\$ 163,800.00	\$ 5,165.00	\$ 201,435.00	\$ 201,435.00	\$ -	\$ 3,587.68	\$ 139,919.52	\$ 130,104.00	\$ 9,815.52
50	LFG Operations and Maintenance	84	MO	\$ 25,107.14	\$ 2,109,000.00	\$ 40,500.00	\$ 3,402,000.00	\$ 3,402,000.00	\$ -	\$ 22,977.06	\$ 1,930,073.04	\$ 1,991,549.28	\$ (61,476.24)
51	LFG Maintenance Allowance	-----	-----	-----	\$ 250,000.00	-----	\$ 250,000.00	\$ 250,000.00	\$ -	-----	\$ 250,000.00	\$ 250,000.00	\$ -
LANDFILL CAP													
52	Subgrade (Existing Onsite Soil)	149,000	CY	\$ 13.93	\$ 2,076,000.00	\$ 8.00	\$ 1,192,000.00	\$ 1,192,000.00	\$ -	\$ 14.05	\$ 2,093,450.00	\$ 1,737,340.00	\$ 356,110.00
53	Subgrade (Furnished Soil)	15,000	CY	\$ 33.93	\$ 509,000.00	\$ 23.00	\$ 345,000.00	\$ 345,000.00	\$ -	\$ 11.26	\$ 168,900.00	\$ 174,900.00	\$ (6,000.00)
54A	Geosynthetic Closure Cap	4,010,000	SF	\$ 2.40	\$ 9,624,000.00	\$ 2.05	\$ 8,220,500.00	\$ 8,220,500.00	\$ -				
54B	Alternate Geosynthetic Closure Cap	4,010,000	SF	\$ 2.00	\$ 8,020,000.00	\$ 1.76	\$ 7,057,600.00	\$ 7,057,600.00	\$ -	\$ 1.90	\$ 7,619,000.00	\$ 7,779,400.00	\$ (160,400.00)
55	Vegetative Support Soil (Existing Onsite Soil)	35,400	CY	\$ 10.00	\$ 354,000.00	\$ 7.00	\$ 247,800.00	\$ 247,800.00	\$ -	\$ 10.16	\$ 359,664.00	\$ 324,618.00	\$ 35,046.00
56	Vegetative Support Soil (Furnished Soil)	185,000	CY	\$ 30.00	\$ 5,550,000.00	\$ 30.50	\$ 5,642,500.00	\$ 4,717,500.00	\$ 925,000.00	\$ 10.57	\$ 1,955,450.00	\$ 1,875,900.00	\$ 79,550.00

Price Proposal Tabulation - BAFO
Gude Landfill Remediation
April 21, 2022

Item No	Payment Item	Quantity	Units	Engineer's Estimate		Allan Myers MD, Inc.				Harnden Group, LLC			
				Unit Cost	Total Cost	Unit Cost (4/21/22)	Total Cost (4/21/22)	Original Total Cost (1/12/22)	Variance	Unit Cost (4/21/22)	Total Cost (4/21/22)	Original Total Cost (1/12/22)	Variance
57	Topsoil	72,000	CY	\$ 44.00	\$ 3,168,000.00	\$ 48.00	\$ 3,456,000.00	\$ 3,456,000.00	\$ -	\$ 88.39	\$ 6,364,080.00	\$ 6,040,800.00	\$ 323,280.00
DRAINAGE													
58	Cap Perimeter Riprap Drainage	9,900	TON	\$ 60.00	\$ 594,000.00	\$ 62.00	\$ 613,800.00	\$ 613,800.00	\$ -	\$ 70.00	\$ 693,000.00	\$ 652,410.00	\$ 40,590.00
59	Inlet Structure	6	EA	\$ 5,600.00	\$ 33,600.00	\$ 14,000.00	\$ 84,000.00	\$ 84,000.00	\$ -	\$ 12,524.66	\$ 75,147.96	\$ 68,735.70	\$ 6,412.26
60	Concrete Endwall	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 5,284.40	\$ 5,284.40	\$ 4,800.00	\$ 484.40
61	18" RCP	159	LF	\$ 150.00	\$ 23,850.00	\$ 91.00	\$ 14,469.00	\$ 14,469.00	\$ -	\$ 124.40	\$ 19,779.60	\$ 19,964.04	\$ (184.44)
62	24" RCP	235	LF	\$ 170.00	\$ 39,950.00	\$ 94.00	\$ 22,090.00	\$ 22,090.00	\$ -	\$ 137.36	\$ 32,279.60	\$ 31,346.65	\$ 932.95
63	30" RCP	164	LF	\$ 190.00	\$ 31,160.00	\$ 160.00	\$ 26,240.00	\$ 26,240.00	\$ -	\$ 181.92	\$ 29,834.88	\$ 30,351.48	\$ (516.60)
64	Gabion Downchutes	950	LF	\$ 200.00	\$ 190,000.00	\$ 415.00	\$ 394,250.00	\$ 394,250.00	\$ -	\$ 452.47	\$ 429,846.50	\$ 406,248.50	\$ 23,598.00
65	Turf Reinforcement Matting	32,000	SY	\$ 12.00	\$ 384,000.00	\$ 5.00	\$ 160,000.00	\$ 160,000.00	\$ -	\$ 11.36	\$ 363,520.00	\$ 278,400.00	\$ 85,120.00
66	Box Culverts	10	EA	\$ 30,000.00	\$ 300,000.00	\$ 41,000.00	\$ 410,000.00	\$ 410,000.00	\$ -	\$ 43,260.46	\$ 432,604.60	\$ 428,434.50	\$ 4,170.10
SITE RESTORATION AND PASSIVE LAND USE													
67	Northwest Slope Discharge Facility	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 11,811.16	\$ 11,811.16	\$ 11,606.31	\$ 204.85
68	Gravel Access Roads	24,000	SY	\$ 47.75	\$ 1,146,000.00	\$ 18.00	\$ 432,000.00	\$ 432,000.00	\$ -	\$ 20.48	\$ 491,520.00	\$ 515,760.00	\$ (24,240.00)
69	Wooden Guardrail	1,625	LF	\$ 104.00	\$ 169,000.00	\$ 151.00	\$ 245,375.00	\$ 245,375.00	\$ -	\$ 207.19	\$ 336,683.75	\$ 313,706.25	\$ 22,977.50
70	Dog Play Area Fence Enclosure	1,916	LF	\$ 125.00	\$ 239,500.00	\$ 90.00	\$ 172,440.00	\$ 172,440.00	\$ -	\$ 168.69	\$ 323,210.04	\$ 328,076.68	\$ (4,866.64)
71	Signage	1	LS	\$ 403,000.00	\$ 403,000.00	\$ 200,000.00	\$ 200,000.00	\$ 35,000.00	\$ 165,000.00	\$ 411,884.43	\$ 411,884.43	\$ 249,553.03	\$ 162,331.40
72	Site Furnishings	1	LS	\$ 407,000.00	\$ 407,000.00	\$ 270,000.00	\$ 270,000.00	\$ 270,000.00	\$ -	\$ 522,789.07	\$ 522,789.07	\$ 573,358.91	\$ (50,569.84)
73	Art Installation	1	LS	\$ 107,520.00	\$ 107,520.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	\$ 156,079.98	\$ 156,079.98	\$ 123,934.52	\$ 32,145.46
74	Mulch Bed	740	SY	\$ 22.00	\$ 16,280.00	\$ 3.50	\$ 2,590.00	\$ 2,590.00	\$ -	\$ 78.32	\$ 57,956.80	\$ 89,421.60	\$ (31,464.80)
75	Upland Meadow Establishment	417,000	SY	\$ 2.81	\$ 1,172,000.00	\$ 1.00	\$ 417,000.00	\$ 417,000.00	\$ -	\$ 1.88	\$ 783,960.00	\$ 308,580.00	\$ 475,380.00
76	Erosion Control Blanket	116,375	SY	\$ 7.00	\$ 814,625.00	\$ 1.80	\$ 209,475.00	\$ 209,475.00	\$ -	\$ 2.57	\$ 299,083.75	\$ 463,172.50	\$ (164,088.75)
77	Straw Mulch	300,530	SY	\$ 1.00	\$ 300,530.00	\$ 0.30	\$ 90,159.00	\$ 90,159.00	\$ -	\$ 0.45	\$ 135,238.50	\$ 99,174.90	\$ 36,063.60
78	Meadow Maintenance	1	LS	\$ 471,072.00	\$ 471,072.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	\$ 600,840.96	\$ 600,840.96	\$ 481,028.08	\$ 119,812.88
79	Tree and Shrub Planting	1	LS	\$ 69,000.00	\$ 69,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	\$ 79,012.96	\$ 79,012.96	\$ 91,018.25	\$ (12,005.29)
80	Chain-Link Fence	6,000	LF	\$ 52.00	\$ 312,000.00	\$ 90.00	\$ 540,000.00	\$ 540,000.00	\$ -	\$ 44.89	\$ 269,340.00	\$ 258,480.00	\$ 10,860.00
TOTAL PRICE (Items 1 through 53, lower of 54A and 54B, and 55 through 80)					\$ 53,766,502.00		\$ 55,377,777.00	\$ 54,077,777.00	\$ 1,300,000.00		\$ 48,227,334.03	\$ 45,633,770.35	\$ 2,593,563.68

Price Proposal Tabulation - BAFO - Variance from Engineer's Estimate
Gude Landfill Remediation
April 21, 2022

				Engineer's Estimate		Allan Myers MD, Inc.		Harnden Group, LLC					
Item No	Payment Item	Quantity	Units	Unit Cost	Total Cost	Variance	Total Cost	Variance	Total Cost	Lowest	Average	Highest	
GENERAL REQUIREMENTS					\$ 7,669,000.00	38%	\$ 10,546,534.00	(15%)	\$ 6,528,437.96				
1	Mobilization And Demobilization	1	LS	\$ 6,018,000.00	\$ 6,018,000.00	<div><div></div></div> 38%	\$ 8,317,834.00	<div><div></div></div> (14%)	\$ 5,204,953.75	\$ 5,204,954	\$ 6,513,596	\$ 8,317,834	
2	Security Features	1	LS	\$ 723,000.00	\$ 723,000.00	<div><div></div></div> (45%)	\$ 400,000.00	<div><div></div></div> (49%)	\$ 370,922.12	\$ 370,922	\$ 497,974	\$ 723,000	
3	Surveying	1	LS	\$ 900,000.00	\$ 900,000.00	<div><div></div></div> 100%	\$ 1,800,000.00	<div><div></div></div> 3%	\$ 928,209.09	\$ 900,000	\$ 1,209,403	\$ 1,800,000	
4	Forest Conservation Markers	140	EA	\$ 200.00	\$ 28,000.00	<div><div></div></div> 3%	\$ 28,700.00	<div><div></div></div> (13%)	\$ 24,353.00	\$ 24,353	\$ 27,018	\$ 28,700	
EROSION AND SEDIMENT CONTROL					\$ 3,393,130.00	(19%)	\$ 2,762,930.00	3%	\$ 3,497,217.44				
5	Temporary Stabilization	197	AC	\$ 3,600.00	\$ 709,200.00	<div><div></div></div> (56%)	\$ 309,290.00	<div><div></div></div> (33%)	\$ 478,416.47	\$ 309,290	\$ 498,969	\$ 709,200	
6	Soil Stabilization Matting	92,000	SY	\$ 4.00	\$ 368,000.00	<div><div></div></div> (50%)	\$ 184,000.00	<div><div></div></div> (25%)	\$ 277,840.00	\$ 184,000	\$ 276,613	\$ 368,000	
7	Stabilized Construction Entrance	2	EA	\$ 24,000.00	\$ 48,000.00	<div><div></div></div> 317%	\$ 200,000.00	<div><div></div></div> 171%	\$ 129,892.36	\$ 48,000	\$ 125,964	\$ 200,000	
8	Orange Construction Fence	12,000	LF	\$ 4.00	\$ 48,000.00	<div><div></div></div> 0%	\$ 48,000.00	<div><div></div></div> 32%	\$ 63,120.00	\$ 48,000	\$ 53,040	\$ 63,120	
9	Super Silt Fence	16,500	LF	\$ 12.00	\$ 198,000.00	<div><div></div></div> (25%)	\$ 148,500.00	<div><div></div></div> 21%	\$ 239,910.00	\$ 148,500	\$ 195,470	\$ 239,910	
10	Filter Logs	14,700	LF	\$ 22.00	\$ 323,400.00	<div><div></div></div> (9%)	\$ 294,000.00	<div><div></div></div> 25%	\$ 402,927.00	\$ 294,000	\$ 340,109	\$ 402,927	
11	Temporary Gabion Outlet Structure	12	EA	\$ 18,000.00	\$ 216,000.00	<div><div></div></div> (68%)	\$ 69,600.00	<div><div></div></div> (35%)	\$ 140,323.56	\$ 69,600	\$ 141,975	\$ 216,000	
12	Temporary Stone Outlet Structure	1	EA	\$ 12,000.00	\$ 12,000.00	<div><div></div></div> (79%)	\$ 2,500.00	<div><div></div></div> (70%)	\$ 3,615.58	\$ 2,500	\$ 6,039	\$ 12,000	
13	Pipe Slope Drains	740	LF	\$ 34.00	\$ 25,160.00	<div><div></div></div> 65%	\$ 41,440.00	<div><div></div></div> 61%	\$ 40,618.60	\$ 25,160	\$ 35,740	\$ 41,440	
14	Clear Water Diversion Pipes	5,535	LF	\$ 50.00	\$ 276,750.00	<div><div></div></div> 88%	\$ 520,290.00	<div><div></div></div> 123%	\$ 618,314.85	\$ 276,750	\$ 471,785	\$ 618,315	
15	Sump Pit	6	EA	\$ 4,500.00	\$ 27,000.00	<div><div></div></div> (44%)	\$ 15,000.00	<div><div></div></div> (69%)	\$ 8,242.20	\$ 8,242	\$ 16,747	\$ 27,000	
16	Filter Bag	6	EA	\$ 1,100.00	\$ 6,600.00	<div><div></div></div> 127%	\$ 15,000.00	<div><div></div></div> (6%)	\$ 6,217.14	\$ 6,217	\$ 9,272	\$ 15,000	
17	Inlet Protection	35	EA	\$ 400.00	\$ 14,000.00	<div><div></div></div> (23%)	\$ 10,850.00	<div><div></div></div> 260%	\$ 50,386.00	\$ 10,850	\$ 25,079	\$ 50,386	
18	Earth Dike A-1	1,220	LF	\$ 14.00	\$ 17,080.00	<div><div></div></div> (50%)	\$ 8,540.00	<div><div></div></div> (30%)	\$ 11,943.80	\$ 8,540	\$ 12,521	\$ 17,080	
19	Earth Dike A-2	11,400	LF	\$ 14.00	\$ 159,600.00	<div><div></div></div> (50%)	\$ 79,800.00	<div><div></div></div> 10%	\$ 174,990.00	\$ 79,800	\$ 138,130	\$ 174,990	
20	Earth Dike A-3	460	LF	\$ 61.17	\$ 28,140.00	<div><div></div></div> (62%)	\$ 10,580.00	<div><div></div></div> (78%)	\$ 6,274.40	\$ 6,274	\$ 14,998	\$ 28,140	
21	Class I and Class II Riprap for Sediment Control	3,000	TON	\$ 115.00	\$ 345,000.00	<div><div></div></div> (19%)	\$ 279,000.00	<div><div></div></div> (25%)	\$ 259,860.00	\$ 259,860	\$ 294,620	\$ 345,000	
22	Mountable Berms	29	EA	\$ 800.00	\$ 23,200.00	<div><div></div></div> (13%)	\$ 20,300.00	<div><div></div></div> 38%	\$ 32,123.30	\$ 20,300	\$ 25,208	\$ 32,123	
23	Temporary Access Culvert	160	LF	\$ 225.00	\$ 36,000.00	<div><div></div></div> (3%)	\$ 35,040.00	<div><div></div></div> (72%)	\$ 10,088.00	\$ 10,088	\$ 27,043	\$ 36,000	
24	Temporary Stone Downchute	800	TON	\$ 50.00	\$ 40,000.00	<div><div></div></div> 78%	\$ 71,200.00	<div><div></div></div> 135%	\$ 94,016.00	\$ 40,000	\$ 68,405	\$ 94,016	
25	Sediment Basin No. 1	1	LS	\$ 472,000.00	\$ 472,000.00	<div><div></div></div> (15%)	\$ 400,000.00	<div><div></div></div> (5%)	\$ 448,098.18	\$ 400,000	\$ 440,033	\$ 472,000	
WASTE RELOCATION					\$ 8,724,380.00	(0%)	\$ 8,722,100.00	1%	\$ 8,778,328.31				
26	Clearing and Surface Demolition	98	AC	\$ 6,265.31	\$ 614,000.00	<div><div></div></div> 60%	\$ 980,000.00	<div><div></div></div> (15%)	\$ 520,609.32	\$ 520,609	\$ 704,870	\$ 980,000	
27	Excavation and Stockpiling of Existing Cover	149,000	CY	\$ 10.00	\$ 1,490,000.00	<div><div></div></div> (43%)	\$ 849,300.00	<div><div></div></div> (25%)	\$ 1,123,460.00	\$ 849,300	\$ 1,154,253	\$ 1,490,000	
28	Waste Excavation and Placement	303,000	CY	\$ 10.74	\$ 3,255,000.00	<div><div></div></div> (39%)	\$ 1,969,500.00	<div><div></div></div> 32%	\$ 4,290,480.00	\$ 1,969,500	\$ 3,171,660	\$ 4,290,480	

Price Proposal Tabulation - BAFO - Variance from Engineer's Estimate
Gude Landfill Remediation
April 21, 2022

Item No	Payment Item	Quantity	Units	Engineer's Estimate		Allan Myers MD, Inc.		Harnden Group, LLC		Lowest	Average	Highest
				Unit Cost	Total Cost	Variance	Total Cost	Variance	Total Cost			
29	Common Borrow	1	LS	\$ 600,000.00	\$ 600,000.00	<div><div></div></div> 67%	\$ 1,000,000.00	<div><div></div></div> (93%)	\$ 44,254.55	\$ 44,255	\$ 548,085	\$ 1,000,000
30	No. 2 Stone (Leachate Seep Repair)	100	TON	\$ 112.00	\$ 11,200.00	<div><div></div></div> 34%	\$ 15,000.00	<div><div></div></div> 40%	\$ 15,660.00	\$ 11,200	\$ 13,953	\$ 15,660
31	Tire Management and Disposal	200	TON	\$ 320.00	\$ 64,000.00	<div><div></div></div> 28%	\$ 82,000.00	<div><div></div></div> 41%	\$ 89,956.00	\$ 64,000	\$ 78,652	\$ 89,956
32	Potentially Hazardous Waste Management	----	----	----	\$ 200,000.00	----	\$ 200,000.00	----	\$ 200,000.00			
33	Leachate Removal (Oaks Landfill)	2,940,000	GAL	\$ 0.20	\$ 576,000.00	<div><div></div></div> 63%	\$ 940,800.00	<div><div></div></div> (49%)	\$ 294,000.00	\$ 294,000	\$ 603,600	\$ 940,800
34	Leachate Removal (Third-Party Facility)	3,120,000	GAL	\$ 0.17	\$ 542,000.00	<div><div></div></div> 136%	\$ 1,279,200.00	<div><div></div></div> 113%	\$ 1,154,400.00	\$ 542,000	\$ 991,867	\$ 1,279,200
35	Odor Control Foam	233,000	SY	\$ 1.39	\$ 323,870.00	<div><div></div></div> 8%	\$ 349,500.00	<div><div></div></div> 47%	\$ 475,320.00	\$ 323,870	\$ 382,897	\$ 475,320
36	Odor Control Blanket	233,000	SY	\$ 3.67	\$ 855,110.00	<div><div></div></div> (56%)	\$ 372,800.00	<div><div></div></div> (63%)	\$ 319,210.00	\$ 319,210	\$ 515,707	\$ 855,110
37	Odor Control Granule Sleeves	12	MO	\$ 3,100.00	\$ 37,200.00	<div><div></div></div> 287%	\$ 144,000.00	<div><div></div></div> 22%	\$ 45,198.48	\$ 37,200	\$ 75,466	\$ 144,000
38	Odor Control Misting System	12	MO	\$ 13,000.00	\$ 156,000.00	<div><div></div></div> 246%	\$ 540,000.00	<div><div></div></div> 32%	\$ 205,779.96	\$ 156,000	\$ 300,593	\$ 540,000
LANDFILL GAS					\$ 7,068,905.00	<div><div></div></div> 50%	\$ 10,578,425.00	<div><div></div></div> (39%)	\$ 4,302,097.38			
39	Demo Existing/Install Temporary LFG Collection System	1	LS	\$ 2,029,000.00	\$ 2,029,000.00	<div><div></div></div> 97%	\$ 4,000,000.00	<div><div></div></div> (91%)	\$ 192,735.74	\$ 192,736	\$ 2,073,912	\$ 4,000,000
40	Install New LFG System	1	LS	\$ 358,000.00	\$ 358,000.00	<div><div></div></div> 1%	\$ 360,000.00	<div><div></div></div> (78%)	\$ 78,748.86	\$ 78,749	\$ 265,583	\$ 360,000
41	Abandon LFG Extraction Well Borehole	1,200	LF	\$ 11.67	\$ 14,000.00	<div><div></div></div> 183%	\$ 39,600.00	<div><div></div></div> 305%	\$ 56,748.00	\$ 14,000	\$ 36,783	\$ 56,748
42	New LFG Extraction Wells	2,500	LF	\$ 140.00	\$ 350,000.00	<div><div></div></div> 0%	\$ 350,000.00	<div><div></div></div> (11%)	\$ 311,250.00	\$ 311,250	\$ 337,083	\$ 350,000
43	New LFG Extraction Well Appurtenances	1	LS	\$ 330,000.00	\$ 330,000.00	<div><div></div></div> 112%	\$ 700,000.00	<div><div></div></div> 10%	\$ 361,369.88	\$ 330,000	\$ 463,790	\$ 700,000
44	LFG Header Piping - 12-Inch	285	LF	\$ 143.00	\$ 40,755.00	<div><div></div></div> (41%)	\$ 23,940.00	<div><div></div></div> (63%)	\$ 15,213.30	\$ 15,213	\$ 26,636	\$ 40,755
45	LFG Header Piping - 8-Inch	10,700	LF	\$ 53.00	\$ 567,100.00	<div><div></div></div> (21%)	\$ 449,400.00	<div><div></div></div> (38%)	\$ 353,421.00	\$ 353,421	\$ 456,640	\$ 567,100
46	LFG Lateral Piping - 6-Inch	15,550	LF	\$ 35.00	\$ 544,250.00	<div><div></div></div> 0%	\$ 544,250.00	<div><div></div></div> (36%)	\$ 348,475.50	\$ 348,476	\$ 478,992	\$ 544,250
47	LFG Road Crossings	620	LF	\$ 350.00	\$ 217,000.00	<div><div></div></div> (46%)	\$ 117,800.00	<div><div></div></div> (28%)	\$ 156,271.00	\$ 117,800	\$ 163,690	\$ 217,000
48	LFG Valves	1	LS	\$ 96,000.00	\$ 96,000.00	<div><div></div></div> 46%	\$ 140,000.00	<div><div></div></div> 12%	\$ 107,871.54	\$ 96,000	\$ 114,624	\$ 140,000
49	Condensate Drains	39	EA	\$ 4,200.00	\$ 163,800.00	<div><div></div></div> 23%	\$ 201,435.00	<div><div></div></div> (15%)	\$ 139,919.52	\$ 139,920	\$ 168,385	\$ 201,435
50	LFG Operations and Maintenance	84	MO	\$ 25,107.14	\$ 2,109,000.00	<div><div></div></div> 61%	\$ 3,402,000.00	<div><div></div></div> (8%)	\$ 1,930,073.04	\$ 1,930,073	\$ 2,480,358	\$ 3,402,000
51	LFG Maintenance Allowance	----	----	----	\$ 250,000.00	----	\$ 250,000.00	----	\$ 250,000.00			
LANDFILL CAP					\$ 29,301,000.00	<div><div></div></div> (11%)	\$ 26,161,400.00	<div><div></div></div> (37%)	\$ 18,560,544.00			
52	Subgrade (Existing Onsite Soil)	149,000	CY	\$ 13.93	\$ 2,076,000.00	<div><div></div></div> (43%)	\$ 1,192,000.00	<div><div></div></div> 1%	\$ 2,093,450.00	\$ 1,192,000	\$ 1,787,150	\$ 2,093,450
53	Subgrade (Furnished Soil)	15,000	CY	\$ 33.93	\$ 509,000.00	<div><div></div></div> (32%)	\$ 345,000.00	<div><div></div></div> (67%)	\$ 168,900.00	\$ 168,900	\$ 340,967	\$ 509,000
54A	Geosynthetic Closure Cap	4,010,000	SF	\$ 2.40	\$ 9,624,000.00	<div><div></div></div> (15%)	\$ 8,220,500.00			\$ 8,220,500	\$ 8,922,250	\$ 9,624,000
54B	Alternate Geosynthetic Closure Cap	4,010,000	SF	\$ 2.00	\$ 8,020,000.00	<div><div></div></div> (12%)	\$ 7,057,600.00	<div><div></div></div> (5%)	\$ 7,619,000.00	\$ 7,057,600	\$ 7,565,533	\$ 8,020,000
55	Vegetative Support Soil (Existing Onsite Soil)	35,400	CY	\$ 10.00	\$ 354,000.00	<div><div></div></div> (30%)	\$ 247,800.00	<div><div></div></div> 2%	\$ 359,664.00	\$ 247,800	\$ 320,488	\$ 359,664
56	Vegetative Support Soil (Furnished Soil)	185,000	CY	\$ 30.00	\$ 5,550,000.00	<div><div></div></div> 2%	\$ 5,642,500.00	<div><div></div></div> (65%)	\$ 1,955,450.00	\$ 1,955,450	\$ 4,382,650	\$ 5,642,500

Price Proposal Tabulation - BAFO - Variance from Engineer's Estimate
Gude Landfill Remediation
April 21, 2022

Item No	Payment Item	Quantity	Units	Engineer's Estimate		Allan Myers MD, Inc.		Harnden Group, LLC		Lowest	Average	Highest
				Unit Cost	Total Cost	Variance	Total Cost	Variance	Total Cost			
57	Topsoil	72,000	CY	\$ 44.00	\$ 3,168,000.00	9%	\$ 3,456,000.00	101%	\$ 6,364,080.00	\$ 3,168,000	\$ 4,329,360	\$ 6,364,080
DRAINAGE					\$ 1,601,560.00	8%	\$ 1,727,849.00	30%	\$ 2,081,297.54			
58	Cap Perimeter Riprap Drainage	9,900	TON	\$ 60.00	\$ 594,000.00	3%	\$ 613,800.00	17%	\$ 693,000.00	\$ 594,000	\$ 633,600	\$ 693,000
59	Inlet Structure	6	EA	\$ 5,600.00	\$ 33,600.00	150%	\$ 84,000.00	124%	\$ 75,147.96	\$ 33,600	\$ 64,249	\$ 84,000
60	Concrete Endwall	1	EA	\$ 5,000.00	\$ 5,000.00	(40%)	\$ 3,000.00	6%	\$ 5,284.40	\$ 3,000	\$ 4,428	\$ 5,284
61	18" RCP	159	LF	\$ 150.00	\$ 23,850.00	(39%)	\$ 14,469.00	(17%)	\$ 19,779.60	\$ 14,469	\$ 19,366	\$ 23,850
62	24" RCP	235	LF	\$ 170.00	\$ 39,950.00	(45%)	\$ 22,090.00	(19%)	\$ 32,279.60	\$ 22,090	\$ 31,440	\$ 39,950
63	30" RCP	164	LF	\$ 190.00	\$ 31,160.00	(16%)	\$ 26,240.00	(4%)	\$ 29,834.88	\$ 26,240	\$ 29,078	\$ 31,160
64	Gabion Downchutes	950	LF	\$ 200.00	\$ 190,000.00	108%	\$ 394,250.00	126%	\$ 429,846.50	\$ 190,000	\$ 338,032	\$ 429,847
65	Turf Reinforcement Matting	32,000	SY	\$ 12.00	\$ 384,000.00	(58%)	\$ 160,000.00	(5%)	\$ 363,520.00	\$ 160,000	\$ 302,507	\$ 384,000
66	Box Culverts	10	EA	\$ 30,000.00	\$ 300,000.00	37%	\$ 410,000.00	44%	\$ 432,604.60	\$ 300,000	\$ 380,868	\$ 432,605
SITE RESTORATION AND PASSIVE LAND USE					\$ 5,632,527.00	(45%)	\$ 3,099,039.00	(20%)	\$ 4,479,411.40			
67	Northwest Slope Discharge Facility	1	LS	\$ 5,000.00	\$ 5,000.00	400%	\$ 25,000.00	136%	\$ 11,811.16	\$ 5,000	\$ 13,937	\$ 25,000
68	Gravel Access Roads	24,000	SY	\$ 47.75	\$ 1,146,000.00	(62%)	\$ 432,000.00	(57%)	\$ 491,520.00	\$ 432,000	\$ 689,840	\$ 1,146,000
69	Wooden Guardrail	1,625	LF	\$ 104.00	\$ 169,000.00	45%	\$ 245,375.00	99%	\$ 336,683.75	\$ 169,000	\$ 250,353	\$ 336,684
70	Dog Play Area Fence Enclosure	1,916	LF	\$ 125.00	\$ 239,500.00	(28%)	\$ 172,440.00	35%	\$ 323,210.04	\$ 172,440	\$ 245,050	\$ 323,210
71	Signage	1	LS	\$ 403,000.00	\$ 403,000.00	(50%)	\$ 200,000.00	2%	\$ 411,884.43	\$ 200,000	\$ 338,295	\$ 411,884
72	Site Furnishings	1	LS	\$ 407,000.00	\$ 407,000.00	(34%)	\$ 270,000.00	28%	\$ 522,789.07	\$ 270,000	\$ 399,930	\$ 522,789
73	Art Installation	1	LS	\$ 107,520.00	\$ 107,520.00	86%	\$ 200,000.00	45%	\$ 156,079.98	\$ 107,520	\$ 154,533	\$ 200,000
74	Mulch Bed	740	SY	\$ 22.00	\$ 16,280.00	(84%)	\$ 2,590.00	256%	\$ 57,956.80	\$ 2,590	\$ 25,609	\$ 57,957
75	Upland Meadow Establishment	417,000	SY	\$ 2.81	\$ 1,172,000.00	(64%)	\$ 417,000.00	(33%)	\$ 783,960.00	\$ 417,000	\$ 790,987	\$ 1,172,000
76	Erosion Control Blanket	116,375	SY	\$ 7.00	\$ 814,625.00	(74%)	\$ 209,475.00	(63%)	\$ 299,083.75	\$ 209,475	\$ 441,061	\$ 814,625
77	Straw Mulch	300,530	SY	\$ 1.00	\$ 300,530.00	(70%)	\$ 90,159.00	(55%)	\$ 135,238.50	\$ 90,159	\$ 175,309	\$ 300,530
78	Meadow Maintenance	1	LS	\$ 471,072.00	\$ 471,072.00	(47%)	\$ 250,000.00	28%	\$ 600,840.96	\$ 250,000	\$ 440,638	\$ 600,841
79	Tree and Shrub Planting	1	LS	\$ 69,000.00	\$ 69,000.00	(35%)	\$ 45,000.00	15%	\$ 79,012.96	\$ 45,000	\$ 64,338	\$ 79,013
80	Chain-Link Fence	6,000	LF	\$ 52.00	\$ 312,000.00	73%	\$ 540,000.00	(14%)	\$ 269,340.00	\$ 269,340	\$ 373,780	\$ 540,000
TOTAL PRICE (Items 1 through 53, lower of 54A and 54B, and 55 through 80)					\$ 53,766,502.00		\$ 55,377,777.00		\$ 48,227,334.03			
				Highest line item		29		25		27		
				Lowest line item		23		34		23		

Construction Services for the Gude Landfill Remediation Project
Evaluation of Submissions and Recommendation for Request for Proposals

Evaluation Criteria from Section 4.4 of the RFP:

- 1) Compliance and standing with licenses, statements, certifications, and disclosures.
- 2) Demonstrated ability / methodology to meet potential federal, state, and local MBE/WBE requirements (21%).
 Extent and quality of the proposed participation of minority firms and/or individuals.
- 3) Qualifications and Experience of the Offeror as presented in the Representative Projects.
- 4) Qualifications and Experience of the Offeror as presented in the Key Personnel Matrix and Resumes.
- 5) The clarity, completeness and responsiveness of the written proposal and the sequence of work plan, and, if required, oral presentations.
- 6) Price.
- 7) Comprehensive Best Value Considerations.

For Evaluation Criteria #1, the proposer is either in compliance or is not. This criterion is not scored.

Scoring Matrix for Evaluation Criteria 2 Through 7

Evaluation Criteria	Maximum Points	The Authority		The County		Design Engineer		Construction Mgmt Eng.		Averages	
		Allan Myers + Hallaton	Harnden Group	Allan Myers + Hallaton	Harnden Group	Allan Myers + Hallaton	Harnden Group	Allan Myers + Hallaton	Harnden Group	Allan Myers + Hallaton	Harnden Group
2	15					15	12			15	12
3	10					10	9			10	9
4	20					18	18			18	18
5	20					18	17			18	17
6	25					21	24			21	24
7	10					10	8			10	8
Totals	100	0	0	0	0	92	88	0	0	92	88

MEMORANDUM

TO: FILE

FROM: Andrew Kays, Deputy Director
Northeast Maryland Waste Disposal Authority

DATE: February 24, 2021

RE: Request for Qualifications for Construction Services for the Gude Landfill Remediation Project
Evaluation of Submissions and Recommendation for the Request for Proposals**BACKGROUND DISCUSSION**

Montgomery County MD ("County") has been working with the Maryland Department of the Environment ("MDE") under a Consent Order agreement to address certain concerns and potential impacts at the Gude Landfill ("Landfill") located in Montgomery County, Rockville, Maryland. A Nature and Extent Study ("NES") was completed and submitted to MDE in 2010 and NES Amendment No. 1 was submitted in 2011. As a result of the NES and NES Amendment No.1, an Assessment of Corrective Measures ("ACM") Report and an ACM Report Revision was prepared for the Landfill in accordance with the specific requirements set forth under the Consent Order and the requirements of MDE for regulating solid waste disposal facilities under COMAR 26.04.07.21 and 26.07.07.22.

The Northeast Maryland Waste Disposal Authority ("Authority") has been working with the County throughout the NES and ACM process. The County and Authority previously collaborated on the development, evaluation, and implementation of the Request for Proposals (RFP) and Contracts for the Design Engineer and Construction Management Engineer.

Currently, the Authority and the County have been collaborating on the Construction Services Request for Qualifications ("RFQ") for the third (and final) set of solicitations and contracts for the implementation of the MDE-approved Corrective Measures and selected recreational land uses at the Landfill.

- Contract 1 – Design Engineer (awarded in 2018 and on-going): is responsible for the design, permitting, and other designated services for the Corrective Measures and the conceptual planning for potential land uses.
- Contract 2 – Construction Management Engineer (awarded in 2020 and on-going): is responsible for constructability reviews of the design/construction documents as well as providing management, oversight, and inspection services throughout the construction of the Corrective Measures and potential site work to prepare for the potential land uses.
- Contract 3 – General Construction Contractor (this contract): will be responsible for the actual construction of the approved design and permitted Corrective Measures and selected recreational land uses.

On October 5, 2020, the Authority, on behalf of the County and under direction from the County, requested submissions of qualifications by construction contractor firms or construction contractor teams (the "Construction Contractor" or "Offeror") qualified to provide the remediation construction services required for the MDE-approved Corrective Measures and selected recreational land uses at the Gude Landfill located in Rockville, Maryland. The final contract, as a result of the RFQ and upcoming Request for Proposals as part of the two-phase procurement, will require that the selected Offeror meet County Minority, Female, and Disabled-Owned Businesses (MFD) Program and living wage requirements of 19%.

Advertising for the RFQ occurred during Summer/Fall 2020 using the Waste360 daily email blast on at least three distinct occasions and on the Authority website. Upon County approval of the RFQ, the Authority posted a notice on the eMaryland Marketplace and also sent the notice to those firms that had previously requested notification. Notice was also provided to the County's MFD Program. A pre-submission virtual conference was held on October 13, 2020, at 10:00 AM local time. Two individual site visits were conducted on October 23, 2020 and October 26, 2020. Associated attendance sheets are posted on the Authority's website. Addenda to the RFQ were issued on:

1. October 12, 2020
2. October 16, 2020
3. November 6, 2020
4. November 12, 2020

The Authority received five (5) submissions for the RFQ by the 12:00 PM local time deadline on the closing date of November 20, 2020. Each firm provided the required six (6) hardcopies and two (2) digital copies. The responding Offerors in alphabetical order were:

- Allan Myers and Hallston
- Berg Construction
- Clean Harbors Environmental Services, Inc.
- Harnden Group
- Ryan Incorporated Central

The Evaluation Committee is comprised of County staff, County technical consultant support staff (Barton & Loguidice), and staff from the Authority. The Evaluation Committee used the qualification criteria from Section 4.3 of the RFQ for the submission review and evaluation process.

- 1) Compliance and standing with licenses, statements, certifications, and disclosures.
- 2) Demonstrated ability / methodology to meet potential federal, state, and local MBE/WBE requirements (21%). Extent and quality of the proposed participation of minority firms and/or individuals.
- 3) Qualifications and Experience of the Offeror as presented in the Representative Projects.
- 4) Qualifications and Experience of the Offeror as presented in the Key Personnel Matrix and Resumes.
- 5) References for Representative Projects.

DISCUSSION OF SUSCEPTIBILITY TO PROCEED TO SECOND PHASE SOLICITATION

Using the criteria referenced above, the Evaluation Committee independently reviewed the RFQ submissions and provided commentary to the Authority. The independent commentary was compiled by the Authority into clarification letters for the firms that were deemed susceptible to proceed to the second phase solicitation (i.e., the RFP) under the next step of the procurement process. The clarification letters were reviewed and approved for issuance by the Evaluation Committee and distributed to the Offerors on January 6, 2021 via email and hard copy.

The clarification response letters from each Offeror were received by the Authority by the required date and time of 12:00 PM local time on January 19, 2020. The Evaluation Committee identified three (3) Offerors that were susceptible to proceed to the second phase solicitation and receive the upcoming RFP. In alphabetical order these Offerors were:

- Allan Myers and Hallaton
- Harnden Group
- Ryan Incorporated Central

The remaining two (2) Offerors were deemed not susceptible to proceed to the second phase solicitation following evaluation. In alphabetical order these Offerors were:

- Berg Construction: There is a concern that the representative projects did not reflect the ability of the Offeror to complete the remediation project in terms of size, scope, and complexity. While representative experience was presented on a smaller scale, it is not necessarily reflective of the required length of experience. Importantly, the submission was silent on MBE participation and requirements.
- Clean Harbors Environmental Services, Inc.: The submission reflected a team that was predominantly based in New England, with certain key positions not identified. There was also concern that the representative projects did not reflect the ability of the firm to complete the remediation project in terms of size, scope, and complexity. Importantly, the submission was silent on MBE participation and requirements.

The Evaluation Committee proceeded to prepare the RFQ Evaluation Memorandum and applicable notification letters to the respective Offerors regarding their susceptibility to proceed to the second phase solicitation for the upcoming RFP.

RECOMMENDATION FOR DISTRIBUTION OF THE REQUEST FOR PROPOSALS

The Evaluation Committee's recommendation is that the RFP for Construction Services for the Gude Landfill Remediation, inclusive of the 100% Design project manual and drawing set, as reviewed and approved by the appropriate regulatory agencies, be issued to the following Offerors:

Evaluation of RFQ Submissions and Recommendation for RFP Receipt
Construction Services for the Gude Landfill Remediation Project
February 24, 2021

4 | Page

- Allan Myers and Hallaton
- Harnden Group
- Ryan Incorporated Central

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**REQUEST
FOR
QUALIFICATIONS
FOR
CONSTRUCTION SERVICES
FOR THE
GUDE LANDFILL REMEDIATION PROJECT**

**REQUEST FOR QUALIFICATIONS
FOR
CONSTRUCTION SERVICES
FOR THE GUDE LANDFILL REMEDIATION PROJECT
THE NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY**

Table of Contents

PART I – RFQ SUBMISSION INFORMATION	4
1.1 PURPOSE:	4
1.2 CONTACT PERSON:	4
1.3 PRE-SUBMISSION CONFERENCE AND SITE VISIT:	5
1.4 WRITTEN QUESTIONS:	5
1.5 AMENDMENT OR CANCELLATION OF THIS RFQ:	5
1.6 SUBMISSION REQUIREMENTS:	6
1.7 DISCLOSURE:	8
1.8 INCURRED EXPENSES:	9
1.9 ACCEPTANCE OF TERMS AND CONDITIONS:	9
1.10 PROCUREMENT REGULATIONS:	9
1.11 MONTGOMERY COUNTY LIVING WAGE AND MINORITY PARTICIPATION:	9
PART II - CONTRACT INFORMATION AND PROPOSED CONTRACT	10
PROVISIONS	10
2.1 PARTIES TO THE CONTRACT:	10
2.2 CONTRACT TERM:	10
2.3 COMPENSATION AND METHOD OF PAYMENT:	10
2.4 INSURANCE AND PERFORMANCE BOND:	10
PART III – SCOPE, QUALIFICATIONS AND SCHEDULE	11
3.1 SCOPE:	11
3.2 PROJECT SEQUENCE OF CONSTRUCTION DESCRIPTION:	13
3.3 DEMONSTRATION OF QUALIFICATIONS TO BE PROVIDED BY OFFEROR .	13
3.4 QUALIFICATIONS:	13
3.5 REFERENCES:	16
3.6 LICENSES, STATEMENTS, CERTIFICATES, AND DISCLOSURES:	16
3.7 ESTIMATED PROJECT SCHEDULE OF CONSTRUCTION SERVICES:	17
3.8 NO PRICING INFORMATION REQUESTED:	17
PART IV - EVALUATION PROCEDURE	17
4.1 EVALUATION COMMITTEE:	17
4.2 DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE:	17
4.3 EVALUATION CONSIDERATIONS:	18
4.4 NOTIFICATION	18

Request for Qualifications
Gude LF Remediation – Construction Services
10.05.2020

PART V - ADA COMPLIANCE	18
5.1 ALTERNATIVE FORMS:	18
Exhibit 1	19
Gude Landfill Site Background and Regulatory Overview	19
Exhibit 2	22
Gude Landfill Supplemental Information	22
Exhibit 3	23
Request for Qualifications Forms	23
Exhibit 4	24
Insurance Requirements and Form of Performance Bond	24

**RFQ Due Date: November 20, 2020 “Closing Date”
RFQ Due Time: 12:00 PM Local Time**

**REQUEST FOR QUALIFICATIONS
FOR
CONSTRUCTION SERVICES
FOR THE GUDE LANDFILL REMEDIATION PROJECT
THE NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY**

The Northeast Maryland Waste Disposal Authority (the “Authority”), a multi-jurisdictional agency, is requesting qualifications submissions from construction contractor firms or construction contractor teams in the form of a joint venture (the “Construction Contractor” or “Offeror”) that are qualified to provide the required remediation construction services at solid waste facilities for the Maryland Department of the Environment (“MDE”)-approved Corrective Measures at the closed Gude Landfill. The Gude Landfill is located at 600 E. Gude Drive in Rockville, Maryland and can also be accessed from Incinerator Lane located off of Southlawn Lane in Rockville, Maryland. Construction will be accomplished under a phased construction contract based upon the design and fiscal year budgeting constraints. A notice to proceed will be issued for each phase of construction.

This Request for Qualifications (“RFQ”) is part of a two-step procurement process that will be followed by a Request for Proposals (“RFP”). Construction Contractors that are first determined to be qualified under the RFQ by the Evaluation Committee will be short-listed for the future issuance of the RFP for construction services for the Gude Landfill remediation. The requested construction services will be provided by a single construction contractor firm or construction contractor team in the form of a joint venture with one entity serving as the prime contractor under this RFQ and future RFP.

This RFQ is being issued on behalf of Montgomery County, Maryland (“Montgomery County” or the “County”). The County is a third-party beneficiary of all of the obligations of the Construction Contractor under the contract resulting from this RFQ and future RFP. The County has the right, but not the obligation, to enforce rights, remedies, powers, and privileges of the Authority under the contract if the County provides 10 days’ prior written notice to the Authority and the Construction Contractor. Unless such prior notice is given by the County, it is understood that the Authority Representative shall have the authority to direct the Construction Contractor with respect to the contract and the Construction Contractor shall have the right to rely on such direction.

The Authority was established as a public corporation by Chapter 871, Acts of 1980 to assist its participating political subdivisions of Maryland and other public entities in providing adequate solid waste disposal facilities, including facilities for the generation of steam, electricity or fuels and recovery of materials that are derived from or are otherwise related to waste disposal. Participating jurisdictions (“the Members”) include Baltimore City and Anne Arundel, Baltimore, Carroll, Frederick, Harford, Howard, and Montgomery Counties. Maryland Environmental

**Request for Qualifications
Gude LF Remediation – Construction Services
10.05.2020**

Service, an instrumentality of the State of Maryland, is an ex-officio member. The Authority acts as a coordinating agency and a financing vehicle for solid waste management projects. Additional information can be found on the Authority website, www.nmwda.org.

Copies of the RFQ are available from the Northeast Maryland Waste Disposal Authority at 410-333-2730, procurement@nmwda.org, or at the address below:

Northeast Maryland Waste Disposal Authority
Tower II – Suite 402
100 South Charles Street
Baltimore, MD 21201-2705

Submittals will be accepted **until 12:00 PM Local Time on November 20, 2020.**

Christopher Skaggs, Executive Director

OFFEROR'S CONTACT INFORMATION FORM

(1st) Name: _____

Title: _____

(2nd) Name: _____

(optional)

Title: _____

(optional)

Company: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail (1st): _____

E-mail (2nd): _____

I / we prefer to be contacted by: *(circle one)* U.S. Mail, telephone, fax, e-mail

I / we prefer correspondence to be sent by: *(circle one)* fax, e-mail

Please fax, e-mail or mail completed form to:

Northeast Maryland Waste Disposal Authority
Tower II – Suite 402
100 South Charles Street
Baltimore, MD 21201-2705
Fax. (410) 333-2721
procurement@nmwda.org

**REQUEST FOR QUALIFICATIONS
FOR
CONSTRUCTION SERVICES
FOR THE GUDE LANDFILL REMEDIATION PROJECT
THE NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY**

Offerors are invited to submit qualifications in conformance with the requirements described below:

PART I – RFQ SUBMISSION INFORMATION

1.1 PURPOSE:

The Northeast Maryland Waste Disposal Authority (the “Authority”), a multi-jurisdictional agency, will soon be requesting qualifications submissions from remediation construction contractor firms or construction contractor teams in the form of a joint venture (the “Construction Contractor” or “Offeror”). The Offeror should be qualified to provide the required remediation construction services required by at solid waste facilities for the Maryland Department of the Environment (“MDE”) approved Corrective Measures at for the closed Gude Landfill. Construction will be accomplished under a phased construction contract based upon the design and fiscal year budgeting constraints. A notice to proceed will be issued for each phase of construction.

This Request for Qualifications (“RFQ”) is part of a two-step procurement process that will be followed by a Request for Proposals (“RFP”). Construction Contractors that are first determined to be qualified under the RFQ by the Evaluation Committee will be short-listed for the future issuance of the RFP for construction services for the Gude Landfill remediation. The requested construction services will be provided by a single construction contractor firm or construction contractor team in the form of a joint venture with one entity serving as the prime contractor under this RFQ and future RFP.

- Section 3 includes the scope / project description for the remediation project construction for the Gude Landfill.
- **Exhibit 1** includes site background and a regulatory overview for the Gude Landfill.
- **Exhibit 2** includes supplemental information for the Gude Landfill.
- **Exhibit 3** includes the RFQ Forms.
- **Exhibit 4** includes the insurance requirements and the form of the performance bond for the project under this RFQ, and subsequent RFP.

1.2 CONTACT PERSON:

Any communication regarding this RFQ must be made to the attention of “**RFQ for Montgomery County Gude Landfill Remediation Construction Services-2020**” in writing, and directed to procurement@nmwda.org or Northeast Maryland Waste Disposal Authority, 100 South Charles Street, Tower II – Suite 402, Baltimore, MD 21201, or fax

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at 410-333-2721. Prior to the release of the RFQ, during Offeror RFQ preparation, during the determination and selection process by the Evaluation Committee, and during any notification period for the short-list qualification, Offerors shall not initiate any communications related to this RFQ with Authority staff outside of communication with procurement@nmwda.org, or with any employees or local elected officials of any Member Jurisdiction. Any RFQ related communications other than to procurement@nmwda.org may result in the disqualification of the Offeror.

1.3 PRE-SUBMISSION CONFERENCE AND SITE VISIT:

An in-person pre-submission conference will be held **on October 13, 2020 at 10:00 AM, Local Time**. The pre-submission conference will begin at the Montgomery County Shady Grove Processing Facility and Transfer Station located at 16101 Frederick Road Derwood, MD 20855. This pre-submission conference will include a tour of the closed Gude Landfill. Proper personal protective equipment (e.g., face masks, hard hats, safety shoes, safety vests, and glasses) required for the Landfill Tour and social distancing procedures will be implemented for both the pre-submission conference and the site tour. Participants are encouraged to attend the pre-proposal conference, but not required to attend in order to respond to this RFQ. Potential attendees must RSVP to procurement@nmwda.org no later than **4:00 PM, Local Time, on October 9, 2020**.

1.4 WRITTEN QUESTIONS:

Prospective Offerors may submit written questions only concerning this RFQ to the attention of “**RFQ for Montgomery County Gude Landfill Remediation Construction Services-2020**”, to procurement@nmwda.org. Questions may be submitted via e-mail, fax, or by mail by **4:00 PM, Local Time, on November 6, 2020**. The Authority will endeavor to respond in writing to requests for information submitted by the deadline; however, the Authority makes no assurance that written responses will be tendered if, in the opinion of the Authority, such information is evident in the RFQ or goes beyond the intended scope of this solicitation. Any written responses to questions made shall be emailed or faxed to all prospective Offerors who requested a copy of this RFP and posted at www.nmwda.org.

1.5 AMENDMENT OR CANCELLATION OF THIS RFQ:

If this RFQ requires amendment, written notice of the amendment will be given by means of an addendum to all prospective Offerors who requested a copy of this RFQ or who submitted the Offeror’s Contact Information Form. Receipt of addenda must be acknowledged in writing by prospective Offerors to the Authority. Acknowledgment by facsimile and e-mail is permitted. Initialed copies of the acknowledgments are to be included in the submission. The Authority reserves the right to modify, amend, or cancel this RFQ if the Authority determines, in its sole discretion, that it is in the best interest of the Authority to do so.

1.6 SUBMISSION REQUIREMENTS:

The response to this RFQ must be submitted by email to procurement@nmwda.org, with the subject line “**RFQ for Montgomery County Gude Landfill Remediation Construction Services-2020**” as well as six (6) hardcopies, and two (2) electronic copies on USB thumb drive, of the RFQ submission in a sealed envelope, labeled “**RFQ for Montgomery County Gude Landfill Remediation Construction Services-2020.**” All submissions must be received no later than **12:00 PM, Local Time, on November 20, 2020** (the “Closing Date”).

Any submissions received after this time will not be considered. All hardcopy submissions will be time and date stamped when received. A facsimile of the submission will not be accepted. **Pricing information with respect to the construction services is not requested nor permitted as part of the RFQ submission or the evaluation and selection processes. Any representation of pricing for the project at this time will result in the disqualification of the Offeror from the overall procurement process.**

The RFQ submissions shall be double-sided on minimum 30% post-consumer recycled content paper, or other sustainably produced paper, and bound in three ring binders. RFQ submissions will be a maximum of 120 pages in length (i.e., 60 pieces of paper, not including covers, dividers and tabs, etc.), for Sections 1 through 6 as described below. Refer to the Table below for maximum page limits per Section. RFQ submissions shall be organized as follows:

Section 1.1 – Transmittal Letter – Shall reference the RFQ, the project, number of RFQ copies, and other relevant information regarding the Offeror in a clear and concise manner.

Section 1.2 – Overview of Offeror’s Qualifications (Firm/Company/Joint Venture) – Shall reference the Offeror’s corporate history, primary business and service lines, why they are submitting on this RFQ, the primary office location that will manage the remediation construction project, and other relevant information in a clear and concise manner. Qualifications and experience should encompass the major elements of the constructions services and whom on the Offeror’s project team will perform such services, which include but are not limited to: site survey, erosion and sediment control, demolition, earthwork, waste excavation, geosynthetic material installation and closure cap construction, geotechnical and materials testing, stormwater drainage and management systems, landfill gas management systems, and passive land uses, etc. Section 3.1 details the scope of the construction services. Minority, Female, Disable-Owned (MFD) Businesses shall be identified.

Section 2 – Organizational Chart and Key Personnel Matrix – Organization Chart presenting the Key Personnel of the Offeror’s project team, subcontractors, and joint ventures as applicable, which shall be organized into their area(s) of

experience and their role for the Gude Landfill remediation construction project. The Organizational Chart shall be 11" x 17" format. **Exhibit 3-1** shall be completed for Section 2, which shall align the Key Personnel and their experience on the Representative Projects of the firm within the matrix Form. The placement and order of the Key Personnel for and Representative Projects shall be consistent in the RFQ submission and between the Forms.

Section 3 – Representative Projects – Description of ten (10) Representative Projects from the Offeror's project team, subcontractors, and joint ventures as applicable, that are of similar size, scope, and complexity to the Gude Landfill remediation construction project and/or specific elements of the project's construction. Representative Project descriptions can be included in narrative format or individual profile sheets. Photographs, graphics, and other visual elements are encouraged to further elaborate upon the project or to demonstrate qualifications. Specific and recent experience in Maryland shall be indicated. It is the Offeror's responsibility to select the Key Personnel and Representative Projects that best demonstrates the firm's qualifications. For Key Personnel, relevant experience at other firms may be included in the response. **Exhibit 3-2** shall be completed for Section 3. The placement and order of the Representative Projects shall be consistent in the RFQ submission and between the Forms

Section 4 – Résumés of Key Personnel – Résumés and Current Position of Key Personnel. Key Personnel shall include, but are not limited to: Project Manager, Construction Manager, Site Superintendent(s), Site Safety and Health Officer, Project/Field Engineer(s), Surveyor, Geotechnical and Material Testing Engineer(s), Geosynthetics Foreman, Geosynthetics Installer, etc. Résumés shall be one (1) page per Key Personnel and cross-referenced to the representative projects, as applicable. Key Personnel should maintain experience on representative projects. The placement and order of the Key Personnel for the Resumes and as listed on the Forms shall be consistent. Note any Key Personnel whom are licensed as Professional Engineers in the State of Maryland, noting their discipline and the date of license expiration.

Section 5 – References – Provide a Reference for each Representative Project. **Exhibit 3-3** with Project Information and References shall be completed for Section 5. References from **Exhibit 3-2** shall match **Exhibit 3-3**. The placement and order of the Representative Projects and References shall be consistent in the RFQ submission and between the Forms. Please note that the Exhibit 3-3 Forms require the Offeror to fill out Part A. The Authority will contact each Reference independently from the Offeror. The Reference is to fill out Part B and separately transmit the completed form to the Authority. The Offer is not to include completed reference forms in the response to the RFQ. Rather, the submission is the Offeror's copy of the form, with Part A only filled out.

Section 6 – Comments on Scope and Schedule – The Offeror may provide comments on the scope and schedule.

Section 7 – Mandatory Documents – Submit the mandatory licenses, statements, certifications, and disclosures per the RFQ.

RFQ Submission Format

Section Description	Max Page Limit (double-sided)
Section 1.1 – Transmittal Letter	1
Section 1.2 – Overview of Offeror Qualifications	12
Section 2 – Organization Chart and Key Personnel Matrix	2 (1 page each singled-sided)
Section 3 – Representative Projects	15
Section 4 – Résumés of Key Personnel	15
Section 5 – References	10
Section 6 – Comments on Scope and Schedule	5
Maximum Total Pages	60
Section 7 – Mandatory Documents	No Page Limit

If the Offeror’s submission is longer than 60 pieces of paper for Sections 1 through 6, it will be considered non-responsive.

1.7 DISCLOSURE:

Offerors should identify those portions of their RFQ submission that they consider to be confidential, proprietary commercial information, or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Authority under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Maryland Code.

Offerors are advised that, upon request for this information from a third party, the Authority is required to determine independently whether the information can be withheld under the law. If the Authority determines that materials marked as confidential must be disclosed under the law, the Authority will notify the Offeror in advance of releasing the information to permit the Offeror to take independent action to protect the information. Offerors agree that the Authority has no liability for release of information it determines in good faith must be disclosed under the law.

1.8 INCURRED EXPENSES:

The Authority is not responsible for any expenses that Offerors may incur in preparing and submitting responses to this RFQ.

1.9 ACCEPTANCE OF TERMS AND CONDITIONS:

By submitting a RFQ submission in response to this RFQ and associated Addenda, the Offeror accepts all of the terms and conditions set forth in this RFQ, unless otherwise noted and agreed to during the open question period.

Furthermore, by submitting a RFQ submission in response to this RFQ, the Offeror accepts and acknowledges that the Authority is performing this project in conjunction with Montgomery County and its designated staff and agents will be an integral project partner and deliverable reviewer on all project-related activities.

1.10 PROCUREMENT REGULATIONS:

This RFQ, resulting shortlist selection, and any future RFP or contract entered into as a result thereof, is not subject to the provisions of the State Finance and Procurement Article, but is governed by Section 3-921 of the Natural Resources Article of the Annotated Code of Maryland and COMAR 14.13.01.01 et seq.

1.11 MONTGOMERY COUNTY LIVING WAGE AND MINORITY PARTICIPATION:

The successful Offeror, as a condition of award of the Construction Contract, shall always meet all requirements of federal, State, and local regulations and laws, including but not limited to those relating to workplace safety. A statement of intent to comply shall be submitted with the response to this RFQ. The Proposal must reflect the use of the County's living wage as found at <http://www.montgomerycountymd.gov/pro/DBRC/WRL.html> (last accessed 09.14.2020).

Furthermore, the Contractor, in its proposal but not in the response to the RFQ, shall certify that it is in compliance with the County's MFD Program and provide a minimum 21.0% of the value of the Proposal is performed by a certified Minority, Female, and Disabled-Owned Business. Details on the County's program can be found here: <http://www.montgomerycountymd.gov/pro/DBRC/MFD.html> (last accessed 09.14.2020).

Compliance with the Program can be achieved through direct and indirect services. Direct services relate to the firm providing the Service to the Authority and may include design work and field investigations (such as utility location and survey work). Indirect services include those support services, such as but not limited to equipment repair, fuel acquisition, and janitorial contracts that are required for the Service to be performed. The selected Contractor is expected to reach out to Alvin Boss at the County's MFD Program at

alvin.boss@montgomerycountymd.gov or 240-777-9912 for clarification and ongoing compliance.

PART II - CONTRACT INFORMATION AND PROPOSED CONTRACT PROVISIONS

2.1 PARTIES TO THE CONTRACT:

This RFQ, Exhibits, resulting shortlist selection, and any future RFP or contract thereto to be entered into as a result of this RFQ shall be by and between the Offeror as the Construction Contractor and the Authority. A contract is not required as part of the RFQ submission or the evaluation and selection processes.

2.2 CONTRACT TERM:

There is not a stipulated contract term as part of the RFQ submission or the evaluation and selection processes.

2.3 COMPENSATION AND METHOD OF PAYMENT:

There are no compensation and method of payment requirements as part of the RFQ submission or the evaluation and selection processes. Any representation of pricing for the project at this time will result in the disqualification of the Offeror from the overall procurement process.

2.4 INSURANCE AND PERFORMANCE BOND:

The Construction Contractor must be willing to obtain insurance with the minimum terms as shown within Exhibit 4 of this RFQ. The Construction Contractor must be willing, at its own cost, to obtain such insurance and provide the necessary certificates of insurance prior to the signing of the Contract. For this RFQ, the Offeror shall include a letter from a qualified firm (AA rated and certified to operate in Maryland) stating that it is willing to offer the insurance required for the project, if the Offeror is selected through the RFP process.

For this RFQ, the Offeror shall include a letter from a qualified firm stating that it is willing to offer the Performance Bond as required for the project, if the Offeror is selected through the RFP process (see Exhibit 4 herein for the sample form). The selected Construction Contractor must provide the performance bond and maintain the performance bond for the duration of the remediation construction project. Annual renewals of the Performance Bond will be allowed. However, any renewal must become effective prior to the expiration of the prior annual term such that there is no gap in bond coverage.

PART III – SCOPE, QUALIFICATIONS AND SCHEDULE

3.1 SCOPE:

The Northeast Maryland Waste Disposal Authority (the “Authority”), a multi-jurisdictional agency, will soon be requesting qualifications submissions from remediation construction contractor firms or construction contractor teams (the “Construction Contractor” or “Offeror”). The Offeror should be qualified to provide the required remediation construction services required by at solid waste facilities for the Maryland Department of the Environment (“MDE”)-approved Corrective Measures at for the closed Gude Landfill. Construction will be accomplished under a phased construction contract based upon the design and fiscal year budgeting constraints. A notice to proceed will be issued for each phase of the construction.

The construction services for the Gude Landfill Remediation Project will include, but are not limited to the following general elements:

- 1) Placement and maintenance of erosion and sediment controls as depicted in the Contract Drawings and in accordance with applicable local and state regulations including silt fence, super silt fence, bench construction, swale construction, pumping and filtering practices, and temporary stabilization.
- 2) Clearing, grubbing, and stripping vegetation from all areas within the limit of work (estimated 98 acres).
- 3) Demolition of existing storm drains and drainage structures, buildings, and foundations as noted in the Contract Drawings.
- 4) Preparation of the landfill closure cap subgrade which consists of:
 - a. Existing cover soil removal and stockpiling.
 - b. Grading and onsite waste excavation and relocation of waste materials within the landfill with leachate management (estimated 225,000 cubic yards).
 - c. Placement of minimum one (1) foot of final cover soil over regraded waste (estimated 175,000 cubic yards).
- 5) Construction of landfill closure cap (estimated 93 acres) from bottom to top grade consisting of:
 - a. Hydraulic barrier layer consisting of forty (40)-mil textured linear low-density polyethylene geomembrane, underlain by geotextile.
 - b. Geosynthetic drainage layer consisting of double-sided geocomposite.
 - c. Minimum twenty (20)-inch-thick layer of Vegetative Support Soil and minimum four (4)-inch-thick layer of Topsoil.

- d. An alternate closure cap may be selected by the County and would consist of a material that combines the geomembrane and geocomposite drainage layer into a single product.
- 6) Construction of surface water drainage benches, swales, and gabion slope drainage channels.
- 7) Construction of daylighted drainage systems.
- 8) Phase demolition and improvements to active landfill gas collection system including modifying existing extraction wells, new extraction wells, new below-grade lateral and header collection piping, and installing new condensate drains.
- 9) Modification to the existing temporary piezometers and dewatering sumps.
- 10) Construction of access roads.
- 11) Construction/implementation of stormwater management controls and improvements.
- 12) Site security, including the installation of video surveillance and replacement of the existing chain-link fence and gates.
- 13) Site stabilization and development of passive land use features (trails, seating benches, children's play areas, dog play area, high-point lookout, educational boards and signage, etc.).
- 14) Other project or Contract work as shown on the Contract Drawings and as specified herein.

The proposed scope of work description included above for the remediation construction project is not intended to be all encompassing and may change during the remainder of the design/permitting phase. The intent is to provide Offerors with an overview of the anticipated construction work and sequence for purposes of demonstrating Offeror experience and qualifications in response to this RFQ.

- **Exhibit 1** includes site background and a regulatory overview for the Gude Landfill.
- **Exhibit 2** includes supplemental information for the Gude Landfill.
- **Exhibit 3** includes the RFQ Forms.
- **Exhibit 4** includes the insurance requirements and the form of the performance bond for the project under this RFQ, and subsequent RFP.

The remediation project construction work will be performed using a phased approach and will conform to the 20-acre grading unit restriction imposed by the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control and applicable standards from the Maryland Stormwater Design Manual, published October 2000, as revised May 2009. The

remediation project construction work will be governed under the requirements of the Maryland Department of the Environment, or (“MDE”), the Montgomery County Department of Permitting Services (“DPS”), the Maryland-National Capital Park and Planning Commission (“M-NCPPC”), and other utility entities that are located in proximity to the Landfill site.

3.2 PROJECT SEQUENCE OF CONSTRUCTION DESCRIPTION:

The proposed scope of work description included in Section 3.1 and the proposed sequence of construction included in Exhibit 2 for the remediation construction project is not intended to be all encompassing and may change during the remainder of the design/permitting phase; the intent is to provide Offerors with an overview of the anticipated construction work for purposes of demonstrating Offeror experience and qualifications in response to this RFQ.

- **Exhibit 1** includes site background and a regulatory overview for the Gude Landfill.
- **Exhibit 2** includes supplemental information for the Gude Landfill.
- **Exhibit 3** includes the RFQ Forms.
- **Exhibit 4** includes the insurance requirements and the form of bond for the project.

3.3 DEMONSTRATION OF QUALIFICATIONS TO BE PROVIDED BY OFFEROR

3.4 QUALIFICATIONS:

It is the responsibility of the Offeror and the Offeror must demonstrate that they are qualified to perform the construction services and associated scope in Section 3.1 to the Authority under this RFQ.

The Offeror shall prepare and provide an RFQ submission that aligns with the formatting and content requirements of Section 1.6, the scope requirements of Section 3.1, the qualification requirements of Section 3.4, and other requirements are required by this RFQ.

The Offeror’s Representative Projects and Key Personnel Resumes shall demonstrate their construction services experience with respect to this RFQ and the remediation construction project. The qualifications should reflect the Offeror’s experience managing qualified subcontractors as detailed below.

Construction Contractor – General Experience Qualifications

- 1) Five (5) Years of construction services experience regarding projects of similar size, scope, and complexity to the Gude Landfill remediation construction.
- 2) Five (5) Years of construction services experience at solid waste facilities, specifically landfill capping and closure projects including soils, aggregate, and geosynthetic materials procurement, management, conformance testing, and installation.

Request for Qualifications
Gude LF Remediation – Construction Services
10.05.2020

- 3) Five (5) Years of construction services experience regarding landfill gas system phasing, abandonment, demolition, modification, and improvements. Equivalent experience may be considered at the discretion of the Authority.
- 4) Five (5) Years of construction services experience large scale earth work, erosion and sedimentation control, stormwater management, and leachate management.
- 5) Five (5) Years of construction services experience with waste excavation, waste relocation, daily cover placement, prevention of leachate generation through proper stormwater management practices, and associated vector controls. Equivalent experience may be considered at the discretion of the Authority.
- 6) Five (5) Years of construction services experience related to passive recreational land use implementation and installation including, but not limited to vegetation maintenance. Equivalent experience may be considered at the discretion of the Authority.
- 7) Project/Construction Manager with Ten (10) Years' experience on landfill capping and closure projects, whom is dedicated to the Gude Landfill remediation project.
- 8) Project/Construction Superintendent with Ten (10) Years' experience on landfill capping and closure projects, whom is dedicated to the Gude Landfill remediation project.
- 9) Knowledge of Local, State and Federal regulations (including but not limited to: erosion and sedimentation control, stormwater, landfill gas management, and solid waste management).

Construction Contractor – Specialty Experience Qualifications, Geosynthetics Manufacturers

- 1) The geotextile manufacturer(s) shall be a specialist(s) in the manufacture of polyester and/or polypropylene geotextile and have produced and manufactured a minimum of five (5) million square feet of said geotextile fabric that was used in successful installations.
- 2) Each Geomembrane manufacturer shall be a specialist in the manufacture of the same type of geomembrane to be installed and have at least five (5) years' experience in the manufacture of and have manufactured at least an annual production of thirty (30) million square feet during the last five (5) years that were used in successful similar installations.
- 3) The Geocomposite Manufacturer shall be a specialist in the manufacture of geocomposite and shall have produced and manufactured a minimum of five (5) million square feet (ft²) of geocomposite that has been used in successful installations.

Construction Contractor – Specialty Experience Qualifications, Geosynthetics Testing

- 1) Geosynthetics Testing Laboratory shall be accredited via the Geosynthetic Accreditation Institute's Laboratory Accreditation Program for the tests the QC Laboratory will be required to perform. The Geosynthetics Testing Laboratory shall

have provided QC testing of the proposed geosynthetics and geosynthetic seams for at least five (5) completed projects having a total minimum area of ten (10) million square feet.

Construction Contractor – Specialty Experience Qualifications, Geosynthetics Installation

- 1) Geosynthetics Installer must be qualified to install geomembrane, geocomposite, and geotextiles in accordance with the following:
 - a) The Geosynthetics Installer shall be a specialist in the installation of geomembrane (linear low-density polyethylene [LLDPE]). The Geosynthetics Installer shall demonstrate a minimum of twenty-five (25) million square feet of geomembrane (LLDPE) during the last five (5) years, as applicable, and shall have at least five (5) continuous years of experience in the installation of geomembrane (LLDPE). In addition, the Geosynthetics Installer shall be an “Approved Installer” of the geomembrane manufacturer (LLDPE), if the manufacturer approves installers.
 - b) The Geosynthetics Installer shall be a specialist in the installation of geocomposite. The Geosynthetics Installer shall provide a field superintendent with demonstrated experience in field seaming, field testing, and other pertinent aspects of geocomposite installation, as applicable.
 - c) The Geosynthetics Installer shall be a specialist in the installation of polyester and/or polypropylene geotextile, and have a minimum of three (3) years’ experience of geotextile installation and have installed a minimum of five (5) million square feet of said geotextile fabric that was used in successful installations.
 - d) The Geosynthetics Installer shall have a field superintendent with demonstrated experience in field seaming, field testing, and other pertinent aspects of the installation of geomembrane (LLDPE). The field superintendent shall be qualified to inspect the prepared Closure Cap Subgrade and supervise any corrective work required; supervise the unloading, handling, storage, unrolling, and placement of all geomembrane liner sheets; perform all field seaming operations and testing of geomembrane liner; perform all repairs to damaged geomembrane materials; and supervise the placement of the overlying Vegetative Support Soil.
 - e) The Geosynthetics Installer shall have a field crew foreman with successful installation experience for fifty (50) acres geomembrane (LLDPE) on a minimum of five (5) different projects. The foreman shall also have a minimum of three (3) continuous years of experience welding geomembrane (LLDPE).
 - f) The Geosynthetics Installer shall meet the requirement for each welding technician to have a minimum of one (1) year of continuous experience welding or ten thousand (10,000) feet of seaming experience for geomembrane (LLDPE).

Construction Contractor – Specialty Experience Qualifications, Geotechnical Testing

- 1) Geotechnical Testing Laboratory must meet “Recommended Requirements for Independent Laboratory Qualification,” latest edition, published by American Council of Independent Laboratories and shall be authorized to operate in the State of Maryland.

3.5 REFERENCES:

The Offeror shall complete the required information regarding references on Exhibit 3-2 (the Representative Projects Form) as well as **Exhibit 3-3** (the Representative Project Information and Reference Form) for each representative project and submit under this RFP. References must include a contact name, company name, current address, current phone number, and e-mail on **Exhibit 3-3**. References and current contacts must be verified by the Offeror within the preceding three (3) weeks prior to submission to the Authority under this RFQ. Please see Section 1.6 herein for submission directions.

3.6 LICENSES, STATEMENTS, CERTIFICATES, AND DISCLOSURES:

Licenses: The Offeror must provide a copy of a current business license from the Maryland Department of Labor, Licensing, and Regulation Division (DLLR) and is also in good standing under Maryland State Department of Assessments and Taxation (MDSDAT). If the Company is not based in Maryland, evidence of good standing in the state of its organization is required with the response to the RFQ.

Statements and Certificates: The Offeror must provide Statements of Non-Segregated Facilities, Drug Free Workplace Policy, current MDSDAT Certificates, of similar certificate for the state of incorporation or organization, for all firms in the proposal. If the Offeror does not currently have the required Statements and Certificates, the Offeror must provide a signed letter in the proposal indicating the Offeror shall obtain and provide the necessary Statements and Certificates prior to the qualification under this RFQ.

Insurance Statement: The Offeror must provide a letter from a qualified firm stating that they will offer insurance to the Offeror, to meet the minimum terms as shown in **Exhibit 4** of this RFQ.

Financial Statement: The Offeror must provide a copy of the firm's/company's most recent (2019) audited financial statement signed by a responsible officer of the firm.

Environmental/Legal Compliance: Offeror must disclose if the Offeror, or any parent, subsidiary or affiliated organization, has been convicted of any misconduct or fined an amount greater than \$10,000 for a civil or criminal violation of any federal, state, or local statute or regulation, or has been issued any violation notice, compliance order, consent order or other enforcement documents during the previous two (2) years. If such disclosure is applicable, provide a description of the nature of the conviction or violation, the outcome of the event, and a copy of any enforcement documentation.

3.7 ESTIMATED PROJECT SCHEDULE OF CONSTRUCTION SERVICES:

A general outline of project activities and estimated timeframes are provided below; however, timelines may change due to regulatory review or County direction:

Design Engineer 90% Design/Permitting	July 2020 – September 2020
Construction Contractor Request for Qualification	October 2020 – December 2020
Design Engineer 100% Design/Permitting	December 2020 – March 2021
Construction Contractor Request for Proposals	April 2021 – September 2021
Construction Services for Remediation Project	October 2021 – April 2027
Performance and Warranty Period	April 2027 – March 2028 (will vary for meadow vegetation)

The estimated project construction duration for all phases is 2,050 calendar days with projected timeframes as follows: 4.5 years for construction services by the Construction Contractor; and 1 year for all performance/warranty services by the Construction Contractor with exception of the establishment of the meadow vegetation, which will be 3 years based on the phasing of the project work. The award of construction is anticipated to be in September 2021 (Fiscal Year 2022).

3.8 NO PRICING INFORMATION REQUESTED:

A price proposal is not requested nor required as part of the RFQ submission or the evaluation and selection processes. Any representation of pricing for the project at this time will result in the disqualification of the Offeror from the overall procurement process.

PART IV - EVALUATION PROCEDURE

4.1 EVALUATION COMMITTEE:

The Executive Director will appoint an evaluation committee (the “Evaluation Committee”) to be composed of Authority and Member Jurisdiction staff, and other members, as necessary. The Evaluation Committee will evaluate the submittals received in accord with the criteria set forth in the RFQ and make a recommendation to the Executive Director for qualification for the short-list for the future Request for Proposal solicitation. The Authority anticipates a short-list of five (5) qualified firms for the proposal phase.

4.2 DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE:

The Authority reserves and assigns to the Executive Director the right to determine which of the Offerors for Construction Services of the Gude Landfill remediation project have met the qualifications of this RFQ. The Executive Director shall have the sole right to determine whether any deviation from the requirements of this RFQ is substantive in

nature, and the Executive Director may reject RFQ submissions that are not reasonably susceptible of being selected for qualification for the short-list under the RFQ. In addition, the Executive Director may reject in whole or in part any and all RFQ submissions, may waive minor irregularities in RFQ submissions, may allow an Offeror of the RFQ to correct minor irregularities, and may negotiate with qualified and responsible Offerors to serve the best interests of the Authority.

4.3 EVALUATION CONSIDERATIONS:

The Authority will select the RFQ submissions that are determined to be the most qualified, responsible, and responsive to the Authority or the Member Jurisdictions based on Offeror provided qualification documentation.

- 1) Compliance and standing with licenses, statements, certifications, and disclosures.
- 2) Demonstrated ability / methodology to meet potential federal, state, and local MBE/WBE requirements (21%). Extent and quality of the proposed participation of minority firms and/or individuals.
- 3) Qualifications and Experience of the Offeror as presented in the Representative Projects.
- 4) Qualifications and Experience of the Offeror as presented in the Key Personnel Matrix and Resumes.
- 5) References for Representative Projects.

4.4 NOTIFICATION

Offerors who have qualified for the short-list will be notified in writing by the Executive Director that they have qualified and that they can anticipate a request for proposals or an invitation to participate in negotiations. Offerors that have been determined as not qualified under this RFQ will be notified in writing by the Executive Director of the Authority.

PART V - ADA COMPLIANCE

5.1 ALTERNATIVE FORMS:

Alternative forms of this RFQ will be provided upon request.

Exhibit 1

Gude Landfill Site Background and Regulatory Overview

Site Background

The Gude Landfill is located at 600 East Gude Drive, Rockville, Maryland 20850. The site has road access at two (2) locations: East Gude Drive and Southlawn Lane. The Landfill is currently owned by Montgomery County, Maryland and maintained by the Montgomery County Department of Environmental Protection (“DEP”). The Landfill was used for the disposal of municipal solid waste and incinerator residues from 1964 to 1982. The Landfill property encompasses approximately one hundred sixty-two (162) acres, of which approximately one hundred forty (140) acres were used for waste disposal. An additional fourteen (17) acres of waste disposal area was delineated on M-NCPPC property, beyond the northeastern property boundary of the Landfill. A land exchange was completed in 2014 between the County and M-NCPPC that transferred ownership of this additional waste disposal area to the County in exchange for a similar area of land without waste on the perimeter of the site which was transferred to M-NCPPC.

The typical ground cover across the Landfill site is open grassy fields with patches of brushy vegetation and trees on most side slopes and along the perimeter borders of the Landfill. The existing landfill gas collection system, including the gas extraction system well heads and gas conveyance piping, is situated above-grade on the Landfill’s ground surface. The site also has a limited area on the top of the Landfill that is currently designated for flying model airplanes and a concrete pad near the Southlawn Lane facility entrance road that is used for managing storm related debris. The surrounding area and properties adjacent to the Landfill have mixed uses including parkland, industrial property, and residential development. Specifically, the adjacent land areas consist of:

- M-NCPPC land and Crabbs Branch Stream (north by northeast).
- Asphalt and cement production facilities, equipment storage yards, scrap metal recycling facilities, and Southlawn Lane (east by southeast).
- East Gude Drive, WSSC property and Southlawn Branch Stream (southwest by south by southeast).
- Transcontinental (Williams Gas)/Columbia Gas natural gas pipeline right-of-way and the community of Derwood Station South residential development (west by northwest).

The Landfill was initially permitted by the County in 1963. The Landfill was subsequently operated and closed under several facility names and refuse disposal permits from 1964 to 1982. The facility name of the Gude-Southlawn Landfill was modified by reference to the Gude Landfill. There is no current refuse disposal permit that is applicable to the Landfill.

The Landfill was constructed and operated prior to modern solid waste management disposal and facility design and closure standards that were implemented by the U.S. Environmental Protection Agency (“EPA”), under the Resource Conservation and Recovery Act (“RCRA”). Therefore, the Landfill was not originally constructed with a geosynthetic liner or compacted clay bottom liner, a leachate collection system, a landfill gas collection system, or a stormwater management system.

Reportedly, soil was used as daily cover during waste filling, and a two (2) foot (ft.) (minimum) final layer of soil was reportedly placed over the waste mass during closure of the Landfill (in 1982) to support the vegetative cover. Since 1982, the County has voluntarily, or through regulatory mandates, implemented and maintained Best Management Practices (“BMPs”) for pre-regulatory era landfills to ensure compliance with Code of Maryland Regulations (“COMAR”) requirements. These BMPs include: soil and vegetative cover system installation, cover system maintenance, leachate seep repairs, landfill gas collection system installation and maintenance, water quality and landfill gas monitoring, and stormwater infrastructure improvements.

The County currently maintains an active landfill gas collection system including: flares, over one hundred (100) gas extraction wells, and horizontal gas conveyance piping. The landfill gas-to-energy plant was shut down on June 1, 2017 and is planned for decommission prior to commencement of the remediation construction project. A network of on-site and offsite groundwater monitoring wells, a network of on-site landfill gas monitoring wells, environmental monitoring programs for groundwater, surface water, and landfill gas, and stormwater management infrastructure are also maintained at and for the Landfill site.

Regulatory Overview

The County has been working with the MDE under a Consent Order agreement to address certain concerns and potential impacts at the Landfill. A Nature and Extent Study (“NES”) was completed and submitted to MDE in 2010 and NES Amendment No. 1 was submitted in 2011. As a result of the NES and NES Amendment No.1, an Assessment of Corrective Measures (“ACM”) Report and an ACM Report Revision was prepared for the Landfill in accordance with the specific requirements set forth under Title 40 Code of Federal Regulations (“CFR”) § 258.56 and the general requirements of MDE for regulating solid waste disposal facilities under COMAR. A copy of the Revised ACM Report along with associated Montgomery County and MDE correspondence letters are found in **Exhibit 2**. The Gude Landfill Groundwater and Surface Water Monitoring Plan, Landfill Gas Monitoring Plan, and available installation documentation for groundwater monitoring wells, landfill gas monitoring wells, and landfill gas extraction wells are also found in **Exhibit 2**.

The Revised ACM Report was prepared for the Landfill in accordance with the specific requirements set forth under Title 40 CFR § 258.56 and the general requirements of the MDE for regulating solid waste disposal facilities under COMAR to recommend a CMA that addresses the following:

Request for Qualifications
Gude LF Remediation – Construction Services
10.05.2020

- Reported concentrations exceeding maximum contaminant levels, established by EPA as limits for drinking water, for volatile organic compounds, and other groundwater impacts at and beyond the Landfill property boundary per the COMAR 26.08.02. The constituents identified in the NES Amendment No. 1 for the Landfill (EA 2011) as groundwater impacts, based on MCL exceedances in 2011, include cadmium, 1,1-dichloroethene (“DCE”), cis-1,2-DCE, 1,2-dibromoethane, 1,2-dichloropropane, benzene, methylene chloride, tetrachloroethene (“PCE”), trichloroethene (“TCE”), vinyl chloride (“VC”), and nitrate.
- Intermittent exceedances of the lower explosive limit (LEL) for methane gas at the Landfill property boundary (per COMAR 26.04.07.03B (9)).
- Occurrences of non-stormwater discharges (e.g., leachate seeps) at the Landfill property boundary (per COMAR 26.08.04.08).

MDE has approved Toupee Capping and Additional Landfill Gas Collection as the corrective measure as identified in Appendix J – Work Plan of the Revised ACM Report in **Exhibit 2**. EA Engineering (“Design Engineer”) was selected in February of 2018 to prepare the design specifications for the MDE-approved Corrective Measures.

Please visit the County website for more information:

<http://www.montgomerycountymd.gov/sws/facilities/gude/mde-approved-plans.html#acm>

(last accessed 09.14.2020).

Exhibit 2

Gude Landfill Supplemental Information

Exhibit 2-1	Revised Assessment of Corrective Measures Report
Exhibit 2-2	Relevant County and Regulatory Correspondence
Exhibit 2-3	Environmental Monitoring Plans
Exhibit 2-4	Aerial Orthographic Photo and 90% Design Drawing Excerpts for the Remediation Construction Project with the Sequence of Construction
Exhibit 2-5	Example Weekly Progress Email
Exhibit 2-6	Example Monthly Progress Report

Please visit the County website for more information:

<http://www.montgomerycountymd.gov/sws/facilities/gude/mde-approved-plans.html#acm>

(last accessed 09.14.2020).

**Electronic File Versions of the Supplemental Information Documents
in PDF format are located on the Authority's procurement website**

Exhibit 3

Request for Qualifications Forms

Exhibit 3-1	Project Team Experience Matrix Form
Exhibit 3-2	Representative Projects Form
Exhibit 3-3	Representative Project Information and Reference Form

**Electronic File Versions of Forms
in M.S. Excel and PDF format are located on the Authority's procurement website**

Exhibit 4

Insurance Requirements and Form of Performance Bond

Insurance Requirements

Schedule II Insurance

Insurance During Construction

The Contractor shall purchase and maintain and/or cause its Subcontractors (except for subcontracts involving less than \$100,000) to purchase the following types and amounts of insurance. The Contractor shall procure such insurance at its expense; provided, however, that such Contractor Controlled insurance Program (“CCIP) expenses shall be deemed to be included in the Guaranteed Maximum Price unless the expense of such CCIP:

Insurance.

The Contractor shall purchase and maintain during the term of the Agreement, including any renewals thereof, such policies of insurance acceptable to the Authority as will protect the Contractor, the County and the Authority from claims or losses, regardless of whether such claims or losses result from the Contractor’s actions or omissions or those acts or omissions of a subcontractor or those of anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The following coverages are mandatory but may not be all inclusive, based on the parameters of the Project:

- (a) **“Builder’s Risk”/All-Risk” Property** Insurance covering the work and materials used in developing the Facility with a limit of coverage at least equal to the full replacement value of the Facility. Such property insurance shall be written on a replacement cost basis, subject to standard exclusions, property limitations and conditions. Such insurance shall include the County as Additional Named Insured, and shall insure against fire, extended coverage and all risk perils (including resultant loss or damage from or as a consequence of faulty materials, workmanship or design).

Contractor expressly waives all right of recovery against the Authority for damage to its tools and equipment and shall assure that the Builder’s Risk insurer agrees to waive of subrogation against the County.

- (b) **Workers' Compensation** Insurance with limits of coverage as follows:

1. Coverage A: Statutory, covering Maryland jurisdiction.
2. Coverage B: \$100,000.00

- (b) **Automobile Liability** Insurance with limits of liability of at least \$1,000,000.00 combined single limit per occurrence. Coverage for non-owned and hired vehicles shall be included. If hazardous materials are transported, insurance shall comply with Applicable Law relating to such transport.

- (c) **Commercial General Liability** Insurance with combined single limits of \$10,000,000.00 per occurrence, naming the Authority, State and County as additional insured. Unless deemed unnecessary by the Authority, the policy shall contain, but not be limited to, the following coverage endorsements:

Contractual Liability, including Subcontractors
Personal and Advertising Injury
Products and Completed Operations
Explosion, Collapse, and Underground Hazards (XCU)

- (d) **Contractor's Pollution Liability** Insurance with combined single limits of \$10,000,000.00 per occurrence, naming the Authority, State and County as an additional insured. Such coverage may be included under the Commercial General Liability Insurance policy by endorsement if there is no exclusion for sudden and accidental pollution or claims arising out of environmental work.
- (e) **Professional Liability/Errors and Omissions Insurance** appropriate to the contractor's profession with policy limits of at least \$3,000,000.00 per claim. Contractor shall continue to maintain such insurance, covering incidents occurring or claims made, for a period of three (3) years after substantial completion of the project.
- (f) **Property** Insurance with a limit of coverage equal to the total construction cost on a replacement cost basis and written on an all-risk policy form. Contractor's deductible or self-insured retention may not exceed \$100,000.00 per occurrence.

If any of the insurance policies required under this Agreement are written on a claims-made basis, Contractor shall continue to maintain such insurance, covering incidents occurring or claims made, for a period of three (3) years after substantial completion of the project.

All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland.

The Contractor shall assure that all subcontractors performing services in accordance with this Agreement carry identical insurance coverage required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the Authority. Contractor shall indemnify the Authority, State and County for any uninsured losses relating to the contractual services involving subcontractors, including workers' compensation claims.

The Contractor shall not commence work under the Agreement or any contract until evidence of all required coverage, including all coverage that Contractor requires to be carried and maintained by Contractor's contractors and subcontractors, is received by the County. Further, the Contractor shall continue to provide the Authority with evidence of policy renewals until the termination or expiration of the Agreement and shall not reduce or cancel or change any of the required coverages without 60 days' written notice of such change to the Authority.

The Contractor will not hold the Authority, State and County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the Contractor arising out of or during the course of services relating to this Agreement, so long as such injuries are not due solely to the negligence or willful misconduct of the Authority, State and County.

Providing the insurance required herein does not relieve the Contractor of any responsibilities or obligations assumed by the Contractor under this Agreement, which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed as a material breach of the contract and shall operate as an immediate termination thereof.

Performance Bond Form

PERFORMANCE BOND/LETTER OF CREDIT

PERFORMANCE BOND

Principal

Business Address of Principal

Surety

a corporation of the State of _____ and authorized to do business in the State of Maryland.

Obligee
Northeast Maryland Waste Disposal Authority
and
Montgomery County, Maryland

Penal Sum of Bond in the amount of
Fifty Million and Zero Dollars (\$50,000,000)

Date of Agreement: _____, 20__

Date Bond Executed: _____, 20__

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Agreement to provide Engineering, Procurement and Construction Services

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such ability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into an Agreement with the Northeast Maryland Waste Disposal Authority (the “Authority”), which Agreement is described and dated as shown above, and incorporated herein by reference. The Agreement and all items incorporated into the Agreement, together with any and all changes, extensions of time, alterations, modifications, or additions to the Agreement or to the work to be performed thereunder or any of them, or to any other items incorporated into the Agreement shall hereinafter be referred to as “the Agreement.”

NOW, THEREFORE, during the term of said Agreement, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Agreement; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Authority to be in default under the Agreement, the Surety may within fifteen (15) days after notice of default from the Authority notify the Authority of its election to either promptly proceed to remedy the default or promptly proceed to complete the Agreement in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Authority thereupon shall have the remaining Agreement work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

This Performance Bond is for the term beginning the _____ day of _____ and ending the _____ day of _____. Provided, however, that this bond may be continued in force by Continuation Certificate, executed by the Surety. If Surety elects to not renew the bond upon the expiration of any annual term, Surety shall provide written notice to both the Obligee and the Principal of such intention at least 60 days prior to the expiration of any such annual term. Non-renewal or cancellation of the bond shall constitute a default under the bond and be the basis or trigger for a claim. Surety's liability under this Performance Bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this Performance Bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

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Corporate Principal

Attest:

(Name of Corporation)

Corporate Secretary

President

AFFIX
CORPORATE
SEAL

.....

(Surety)

Attest:

Signature

By:

Title:

AFFIX
CORPORATE
SEAL

Business Address of Surety:

Bonding Agent's name:

Agent's Address:

Approved as to legal form and sufficiency this _____ day of _____ 20__.

Date: _____

The Northeast Maryland Waste Disposal Authority
100 South Charles Street
Tower II- Suite 402
Baltimore, MD 21201

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FORM OF PERFORMANCE LETTER OF CREDIT

Date: _____

Ladies and Gentlemen:

1. We hereby establish, at the request of _____ [NAME OF PROPOSER] (“the Contractor”), in your favor and for the account of The Northeast Maryland Waste Disposal Authority, a public body corporate and politic organized and existing under the laws of the State of Maryland (the “Authority”), our Irrevocable Letter of Credit, No. _____ (the “Letter of Credit”), in the amount of [_____ (\$ _____)] DOLLARS (the “Letter of Credit Amount”), effective _____ and expiring on _____ (the “Expiration Date”).

2. The Letter of Credit is being issued in support of the performance by the Contractor of its obligation to provide _____ Services to the Authority as set forth in the “[NAME OF AGREEMENT],” dated _____, 20 ____ (the “Agreement”).

3. We hereby irrevocably authorize you to draw on us, at sight and in one or several drawings, an amount up to the Letter of Credit Amount. Such draft(s) shall be in writing and signed by your authorized representative and shall be accompanied by a completed certificate in the form attached hereto as Exhibit 1 (such draft accompanied by such certificate being collectively your “Draft”). The Draft shall be payable by us on-sight in accordance with paragraph 4 below. Funds under this Letter of Credit are available to you against your Draft (referring thereon to the number of this Letter of Credit) upon the occurrence of an Event of Default by the Contractor and the subsequent exercise by the Authority of its rights under the Agreement, all in accordance with the terms of such Agreement.

4. The Draft shall be dated the date of its presentation, and shall be presented to our office located at [NAME OF FINANCIAL INSTITUTION] and [ADDRESS OF FINANCIAL INSTITUTION]. If we receive your Draft at such office, in conformance with the terms and conditions hereof, on or prior to the Expiration Date, we will honor the same in accordance with the provisions hereof and your payment instructions by 5:00 p.m. on the next succeeding Business Day after presentation of your Draft. For purposes of this Letter of Credit, “Business Day” shall mean any day other than a Saturday, Sunday or public holiday under the laws of the [STATE]. If requested by you, payment under this Letter of Credit may be made by wire transfer of immediately available Federal Funds to your account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into a designated account that you may establish with us. All drawings under the Letter of Credit will be paid with our own funds.

5. If a demand for payment delivered to us pursuant to the foregoing paragraph does not conform to the terms and conditions of this Letter of Credit, we will notify you of our intention to dishonor the same after presentation of the Draft by 5:00 p.m. on the next succeeding Business Day. Such notice of dishonor shall be promptly confirmed by written notice, specifying the

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Request for Qualifications
Gude LF Remediation – Construction Services
10.05.2020

number of this Letter of Credit, the date of the non-conforming Draft and the reasons that we are not honoring the same. Upon being notified that the Draft was not effected in conformity with this Letter of Credit, you may attempt to correct any such non-conforming demand for payment prior to the Expiration Date.

6. Upon the earlier to occur of (a) payment to you or your account of the Letter of Credit Amount, or (b) the Expiration Date, we shall be fully discharged of our obligation under this Letter of Credit with respect to such Draft, and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such Draft to you or to any other person.

7. This Letter of Credit shall be governed by the International Code of Uniform Customs and Practices for Documentary Credits, Publication No. 500 (1993 Revision), including any amendments, modifications or revisions thereto. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to [BANK], [ADDRESS OF BANK], specifically referring to the number of this Letter of Credit. We shall address communications to you at the address noted on the first page of this Letter of Credit unless otherwise advised by you in writing.

8. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Agreement), except only the Draft referred to herein; and any such reference shall not (unless otherwise provided herein) be deemed to incorporate by reference any such document, instrument or agreement except for such Draft.

Very truly yours,

[NAME OF FINANCIAL INSTITUTION]

By: _____

Name: _____

Title: _____

**Request for Proposals
Gude LF Remediation – Construction Services
10.04.2021**

**REQUEST
FOR
PROPOSALS
FOR
CONSTRUCTION SERVICES
FOR THE
GUDE LANDFILL REMEDIATION PROJECT**

**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION SERVICES
FOR THE GUDE LANDFILL REMEDIATION PROJECT
THE NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY**

Table of Contents

PART I RFP SUBMISSION INFORMATION.....	4
1.1 PURPOSE:.....	4
1.2 CONTACT PERSON:	5
1.3 PRE-PROPOSAL CONFERENCE AND SITE VISIT:.....	5
1.4 WRITTEN QUESTIONS:	5
1.5 AMENDMENT OR CANCELLATION OF THIS RFP:.....	6
1.6 SUBMISSION REQUIREMENTS:	6
1.7 DISCLOSURE:.....	8
1.8 INCURRED EXPENSES:	8
1.9 ACCEPTANCE OF TERMS AND CONDITIONS:.....	8
1.10 PROCUREMENT REGULATIONS:.....	8
1.11 MONTGOMERY COUNTY LIVING WAGE AND MINORITY PARTICIPATION:	9
PART II - CONTRACT INFORMATION AND PROPOSED CONTRACT	9
PROVISIONS	9
2.1 PARTIES TO THE CONTRACT:	9
2.2 CONTRACT TERM:.....	9
2.3 COMPENSATION AND METHOD OF PAYMENT:.....	10
2.4 INSURANCE AND PERFORMANCE BOND:	10
PART III – SCOPE, QUALIFICATIONS, SCHEDULE, AND PRICING	10
3.1 SCOPE:.....	10
3.2 PROJECT SEQUENCE OF CONSTRUCTION DESCRIPTION:.....	11
3.3 DEMONSTRATION OF QUALIFICATIONS PROVIDED BY OFFEROR WAS ACCEPTED UNDER THE EARLIER SUBMISSION	11
3.4 REFERENCES:	11
3.5 LICENSES, STATEMENTS, CERTIFICATES, AND DISCLOSURES:	11
3.6 ESTIMATED PROJECT SCHEDULE OF CONSTRUCTION SERVICES:	12
3.7 PRICING INFORMATION REQUESTED/IRREVOCABILITY OF PRICE PROPOSAL:	12
PART IV - EVALUATION PROCEDURE	13
4.1 EVALUATION COMMITTEE:.....	13
4.2 DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE:.....	13
4.3 Procurement Method:.....	13
4.4 EVALUATION CONSIDERATIONS:.....	13
PART V - ADA COMPLIANCE	14
5.1 ALTERNATIVE FORMS:	14
Exhibit 1	15

Request for Proposals
Gude LF Remediation – Construction Services
10.04.2021

Gude Landfill Site Background and Regulatory Overview	15
Exhibit 2.....	18
Draft Construction Contract.....	18
Exhibit 3.....	19
Proposal Forms	19

**RFP Due Date: December 29, 2021 “Closing Date”
RFP Due Time: 12:00 PM Local Time**

**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION SERVICES
FOR THE GUDE LANDFILL REMEDIATION PROJECT
THE NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY**

The Northeast Maryland Waste Disposal Authority (the “Authority”), a multi-jurisdictional agency, is requesting proposals from construction contractor firms or construction contractor teams in the form of a joint venture (the “Construction Contractor” or “Offeror”) that were previously pre-qualified through the Authority to provide the required remediation construction services at solid waste facilities for the Maryland Department of the Environment (“MDE”)-approved Corrective Measures at the closed Gude Landfill. The Gude Landfill is located at 600 E. Gude Drive in Rockville, Maryland and can also be accessed from Incinerator Lane located off of Southlawn Lane in Rockville, Maryland. Construction will be accomplished under a phased construction contract based upon the design and fiscal year budgeting constraints. A notice to proceed will be issued for each phase of construction.

This Request for Proposals (“RFP”) is the second part of the two-step procurement process that was preceded by a Request for Qualifications (“RFQ”). Pursuant to the RFQ, Construction Contractors that were determined to be qualified under the RFQ by the Evaluation Committee were short-listed for this RFP for construction services for the Gude Landfill remediation. The requested construction services will be provided by a single construction contractor firm or construction contractor team in the form of a joint venture with one entity serving as the prime contractor under this RFP.

This RFP is being issued on behalf of Montgomery County, Maryland (“Montgomery County” or the “County”). The County is a third-party beneficiary of all of the obligations of the Construction Contractor under the contract resulting from this RFP. The County has the right, but not the obligation, to enforce rights, remedies, powers, and privileges of the Authority under the Contract if the County provides 10 days’ prior written notice to the Authority and the Construction Contractor. Unless such prior notice is given by the County, it is understood that the Authority Representative shall have the authority to direct the Construction Contractor with respect to the Contract and the Construction Contractor shall have the right to rely on such direction.

The Authority was established as a public corporation by Chapter 871, Acts of 1980 to assist its participating political subdivisions of Maryland and other public entities in providing adequate solid waste disposal facilities, including facilities for the generation of steam, electricity or fuels and recovery of materials that are derived from or are otherwise related to waste disposal. Participating jurisdictions (“the Members” or “Member Jurisdictions”) include Baltimore City and Anne Arundel, Baltimore, Carroll, Frederick, Harford, Howard, and Montgomery Counties. Maryland Environmental Service, an instrumentality of the State of Maryland, is an ex-officio

**Request for Proposals
Gude LF Remediation – Construction Services
10.04.2021**

member. The Authority acts as a coordinating agency and a financing vehicle for solid waste management projects. Additional information can be found on the Authority website, www.nmwda.org.

Copies of the RFP are available from the Northeast Maryland Waste Disposal Authority at 410-333-2730, procurement@nmwda.org, or at the address below:

Northeast Maryland Waste Disposal Authority
Tower II – Suite 402
100 South Charles Street
Baltimore, MD 21201-2705

Submittals will be accepted **until 12:00 PM Local Time on December 29, 2021.**

Andrew Kays, Executive Director

OFFEROR'S CONTACT INFORMATION FORM

(1st) Name: _____

Title: _____

(2nd) Name: _____

(optional)

Title: _____

(optional)

Company: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail (1st): _____

E-mail (2nd): _____

I / we prefer to be contacted by: *(circle one)* U.S. Mail, telephone, fax, e-mail

I / we prefer correspondence to be sent by: *(circle one)* fax, e-mail

Please fax, e-mail or mail completed form to:

Northeast Maryland Waste Disposal Authority
Tower II – Suite 402
100 South Charles Street
Baltimore, MD 21201-2705
Fax. (410) 333-2721
procurement@nmwda.org

**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION SERVICES
FOR THE GUDE LANDFILL REMEDIATION PROJECT
THE NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY**

Offerors are invited to submit proposals in conformance with the requirements described below:

PART I - RFP SUBMISSION INFORMATION

1.1 PURPOSE:

The Northeast Maryland Waste Disposal Authority (the “Authority”), a multi-jurisdictional agency, is requesting proposals from pre-qualified remediation construction contractor firms or construction contractor teams in the form of a joint venture (the “Construction Contractor” or “Offeror”). The Offerors have been deemed qualified by the Authority to provide the remediation construction services required for the Maryland Department of the Environment (“MDE”) approved Corrective Measures at for the closed Gude Landfill.

Construction will be accomplished under a phased construction Contract based upon the design and fiscal year budgeting constraints. A notice to proceed will be issued for each phase of construction.

The Revised Assessment of Corrective Measures (“ACM”) Report prepared by the County recommended a Corrective Measures Alternative (“CMA”) that addresses the following:

- Reported concentrations exceeding Maximum Contaminant Levels (“MCLs”), established by EPA as limits for drinking water, for volatile organic compounds (“VOCs”) and other groundwater impacts at and beyond the Landfill property boundary per the COMAR 26.08.02. The constituents identified in the NES Amendment No. 1 for the Landfill (EA 2011) as groundwater impacts, based on MCL exceedances in 2011, include cadmium, 1,1-dichloroethene (“DCE”), cis-1,2-DCE, 1,2-dibromoethane, 1,2-dichloropropane, benzene, methylene chloride, tetrachloroethene (“PCE:), trichloroethene (“TCE”), vinyl chloride (“VC”), and nitrate.
- Intermittent exceedances of the lower explosive limit (“LEL”) for methane gas at the Landfill property boundary (per COMAR 26.04.07.03B (9)).
- Occurrences of non-stormwater discharges (e.g., leachate seeps) at the Landfill property boundary (per COMAR 26.08.04.08).

Upon review of the ACM Report and the Revised ACM Report, MDE approved the Toupee Capping and Additional Landfill Gas Collection as the Corrective Measures Alternative.

This Request for Proposals (“RFP”) is the second part of a two-step procurement process that was preceded by a Request for Qualifications (“RFQ”). Construction Contractors that were determined to be qualified under the RFQ by the Evaluation Committee were short-

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listed for the RFP for construction services for the Gude Landfill remediation. The requested construction services will be provided by a single construction contractor firm or construction contractor team in the form of a joint venture with one entity serving as the prime contractor under this RFP.

- **Section 3** includes the scope / project description for the remediation project construction for the Gude Landfill.
- **Exhibit 1** includes site background and a regulatory overview for the Gude Landfill.
- **Exhibit 2** includes the draft Construction Contract, including the insurance requirements and the form of the performance bond for the project under this RFP.
- **Exhibit 3** includes the RFP Forms.

1.2 CONTACT PERSON:

Any communication regarding this RFP must be made to the attention of “**RFP for Montgomery County Gude Landfill Remediation Construction Services-2021**” in writing, and directed to procurement@nmwda.org or Northeast Maryland Waste Disposal Authority, 100 South Charles Street, Tower II – Suite 402, Baltimore, MD 21201, or fax at 410-333-2721. Prior to the release of the RFP, during Offeror RFP preparation and during the determination and selection process by the Evaluation Committee, Offerors shall not initiate any communications related to this RFP with Authority staff outside of communication with procurement@nmwda.org, or with any employees or local elected officials of any Member Jurisdiction. Any RFP related communications other than to procurement@nmwda.org may result in the disqualification of the Offeror.

1.3 PRE-PROPOSAL CONFERENCE AND SITE VISIT:

An in-person pre-submission conference will be held **on October 29, 2021 at 10:00 AM, Local Time**. The pre-proposal conference will begin at the Montgomery County Shady Grove Processing Facility and Transfer Station located at 16101 Frederick Road Derwood, MD 20855. This pre-submission conference will include a tour of the closed Gude Landfill. Proper personal protective equipment (e.g., face masks, hard hats, safety shoes, safety vests, and glasses) required for the Landfill Tour and social distancing procedures will be implemented for both the pre-submission conference and the site tour. Participants are encouraged to attend the pre-proposal conference, but not required to attend in order to respond to this RFP. Potential attendees must RSVP to procurement@nmwda.org no later than **4:00 PM, Local Time, on October 27, 2021**.

1.4 WRITTEN QUESTIONS:

Prospective Offerors may submit written questions only concerning this RFP to the attention of “**RFP for Montgomery County Gude Landfill Remediation Construction Services-2021**”, to procurement@nmwda.org. Questions may be submitted via e-mail, fax, or by mail by **4:00 PM, Local Time, on November 29, 2021**. The Authority will endeavor to respond in writing to requests for information submitted by the deadline;

however, the Authority makes no assurance that written responses will be tendered if, in the opinion of the Authority, such information is evident in the RFP or goes beyond the intended scope of this solicitation. Any written responses to questions made shall be emailed or faxed to all prospective Offerors who received a copy of this RFP.

1.5 AMENDMENT OR CANCELLATION OF THIS RFP:

If this RFP requires amendment, written notice of the amendment will be given by means of an addendum to all prospective Offerors who requested a copy of this RFP or who submitted the Offeror's Contact Information Form. Receipt of addenda must be acknowledged in writing by prospective Offerors to the Authority. Acknowledgment by facsimile and e-mail is permitted. Initialed copies of the acknowledgments are to be included in the proposal. The Authority reserves the right to modify, amend, or cancel this RFP if the Authority determines, in its sole discretion, that it is in the best interest of the Authority to do so.

1.6 SUBMISSION REQUIREMENTS:

The response to this RFP must be submitted by email to procurement@nmwda.org, with the subject line **"RFP for Montgomery County Gude Landfill Remediation Construction Services-2021"** as well as six (6) hardcopies, and two (2) electronic copies on USB thumb drive, of the RFP submission in a sealed envelope, labeled **"RFP for Montgomery County Gude Landfill Remediation Construction Services-2021."** The email submissions must be received no later than **12:00 PM, Local Time, on December 29, 2021** (the "Closing Date"). The hard copies and the USBs must be received no later than 5:00 PM local time on January 5, 2022 (*Closing date plus 5 business days*).

Any email submissions received after **12:00 PM, Local Time**, on the Closing Date will not be considered. All hardcopy submissions will be time and date stamped when received. A facsimile of the submission will not be accepted. Any proposals received after the indicated times will not be considered. The Authority will not return proposals following the review and selection process.

The RFP submissions shall be double-sided on minimum 30% post-consumer recycled content paper, or other sustainably produced paper, and bound (e.g., ring, folder, coil or comb) secure. RFP submissions will be a maximum of 40 pages in length (i.e., 20 pieces of paper, not including covers, dividers and tabs, etc.), for Sections 1 through 3 as described below. Refer to the Table below for maximum page limits per Section. RFP submissions shall be organized as follows:

Section 1.1 – Transmittal Letter – Shall reference the RFP, the project, number of RFP copies, and other relevant information regarding the Offeror in a clear and concise manner.

Section 1.2 – Certificate of Offeror’s Qualifications (Firm/Company/Joint Venture) – A brief restatement with certification under signature is sufficient. Offeror is to include the following language, if it applies.

“_____ (Offeror) certifies there has been no material change in its response with respect to the Qualifications as set forth in the RFQ, except as otherwise noted.”

Any change should be considered material if it would have more than a negligible impact Offeror’s qualifications or experience.

Section 2 – Organizational Chart and Key Personnel Matrix – An updated version of the chart and matrix from the RFQ stage to reflect any changes, or a statement under signature that the Organizational Chart is unchanged, with the original Organizational Chart included.

Section 3 – Work Plan with Detailed Sequence of Construction and Construction Schedule – The Offeror shall describe their approach to the technical performance of the construction work and their adherence to the administrative requirements for coordination, notification, and documentation with the CME, Authority, and Owner. The Offeror shall also prepare a detailed sequence of construction to demonstrate their understanding of the construction documents as well as a detailed construction schedule.

Section 4 – Proposal Cost Form Sheets

Section 5 – Comments on Scope and Schedule – The Offeror may provide comments on the scope and schedule.

Section 6 – Mandatory Documents – Submit the mandatory licenses, statements, certifications, and disclosures per the RFP.

RFP Submission Format

Section Description	Max Page Limit (double-sided)
Section 1.1 – Transmittal Letter	1
Section 1.2 – Certificate of Offeror Qualifications	6
Section 2 – Organization Chart and Key Personnel Matrix	2 (1 page each singled-sided)
Section 3 – Work Plan with Detailed Sequence of Construction and Construction Schedule	10-16

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Section 4 – Proposal Cost Form Sheets	15
Maximum Total Pages	40
Section 5 – Comments on Scope and Schedule	No Page Limit
Section 6 – Mandatory Documents	No Page Limit

1.7 DISCLOSURE:

Offerors should identify those portions of their RFP submission that they consider to be confidential, proprietary commercial information, or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Authority under the Maryland Public Information Act, Section 4-335 of the General Provisions (“GP”) Article of the Maryland Code.

Offerors are advised that, upon request for this information from a third party, the Authority is required to determine independently whether the information can be withheld under the law. If the Authority determines that materials marked as confidential must be disclosed under the law, the Authority will notify the Offeror in advance of releasing the information to permit the Offeror to take independent action to protect the information. Offerors agree that the Authority has no liability for release of information it determines in good faith must be disclosed under the law.

1.8 INCURRED EXPENSES:

The Authority is not responsible for any expenses that Offerors may incur in preparing and submitting responses to this RFP.

1.9 ACCEPTANCE OF TERMS AND CONDITIONS:

By submitting a response to this RFP and associated Addenda, the Offeror accepts all of the terms and conditions set forth in this RFP (including the terms substantially in the form of the draft Construction Contract set forth in Exhibit 2 to this RFP), unless otherwise noted and agreed to during the open question period.

Furthermore, by submitting a response to this RFP, the Offeror accepts and acknowledges that the Authority is performing this project in conjunction with Montgomery County, and its designated staff and agents will be an integral project partner and deliverable reviewer on all project-related activities.

1.10 PROCUREMENT REGULATIONS:

This RFP and any Contract entered into as a result thereof, is not subject to the provisions of the State Finance and Procurement Article, but is governed by Section 3-921 of the Natural Resources Article of the Annotated Code of Maryland and COMAR 14.13.01.01 et seq.

1.11 MONTGOMERY COUNTY LIVING WAGE AND MINORITY PARTICIPATION:

The successful Offeror, as a condition of award of the Construction Contract, must always meet all requirements of federal, State, and local regulations and laws, including but not limited to those relating to workplace safety. A statement of intent to comply shall be submitted with the response to this RFP. The Proposal must reflect the use of the County's living wage as found at [Local Business, MFD, Wage homepage, Montgomery County Office of Procurement, Montgomery County, MD \(montgomerycountymd.gov\)](#) (last accessed 09.13.2021).

Furthermore, the Contractor, in its proposal, shall certify that it is in compliance with the County's MFD Program and provide a minimum 21.0% of the value of the Proposal is performed by a certified Minority, Female, and Disabled-Owned Business. Details on the County's program can be found here:

<http://www.montgomerycountymd.gov/pro/DBRC/MFD.html> (last accessed 09.13.2021).

Compliance with the Program can be achieved through direct and indirect services. Direct services relate to the firm providing the Service to the Authority and may include design work and field investigations (such as utility location and survey work). Indirect services include those support services, such as but not limited to equipment repair, fuel acquisition, and janitorial contracts that are required for the Service to be performed. The selected Contractor is expected to reach out to Alvin Boss at the County's MFD Program at alvin.boss@montgomerycountymd.gov or 240-777-9912 for clarification and ongoing compliance.

Additionally, Offerors must comply with all applicable federal, state and local laws and regulations pertaining to non-discrimination and equal employment opportunity.

PART II - CONTRACT INFORMATION AND PROPOSED CONTRACT PROVISIONS

2.1 PARTIES TO THE CONTRACT:

This RFP, Exhibits, and the resulting Contract thereto to be entered into as a result of this RFP shall be by and between the Offeror as the Construction Contractor and the Authority.

2.2 CONTRACT TERM:

The Contract Term shall mean the duration of this Contract, from the Effective Date the completion of the duties and obligations as set forth in the Contract.

2.3 COMPENSATION AND METHOD OF PAYMENT:

The Construction Contractor shall submit invoices on a monthly basis. The Contract will provide further details.

2.4 INSURANCE AND PERFORMANCE BOND:

The Construction Contractor must be willing to obtain insurance with the minimum terms as shown within Exhibit 2 of this RFP. The Construction Contractor must be willing, at its own cost, to obtain such insurance and provide the necessary certificates of insurance prior to the signing of the Contract. For this RFP, the Offeror shall include a letter from a qualified firm (AA rated and certified to operate in Maryland) stating that it is willing to offer the insurance required for the project, if the Offeror is selected through the RFP process.

For this RFP, the Offeror shall include a letter from a qualified firm stating that it is willing to offer the Performance Bond as required for the project, if the Offeror is selected through the RFP process (see Exhibit 2 herein for the sample form). The selected Construction Contractor must provide the performance bond and maintain the performance bond for the duration of the remediation construction project. Annual renewals of the Performance Bond will be allowed. However, any renewal must become effective prior to the expiration of the prior annual term such that there is no gap in bond coverage.

PART III – SCOPE, QUALIFICATIONS, SCHEDULE, AND PRICING

3.1 SCOPE:

The Authority is requesting proposals from the Construction Contractor or Offeror. The Offeror is deemed qualified to provide the remediation construction services required for the MDE-approved Corrective Measures at for the closed Gude Landfill. Construction will be accomplished under a phased construction Contract based upon the design and fiscal year budgeting constraints. A notice to proceed will be issued for each phase of the construction.

The construction services for the Gude Landfill Remediation Project include the 100% Design Rev. 2 technical specifications: Summary of Work, 01 11 00 as found in Exhibit 2 (the Contract). Additional background for the project can be found in the following:

- **Exhibit 1** includes site background and a regulatory overview for the Gude Landfill.
- **Exhibit 2** includes the draft Construction Contract.
- **Exhibit 3** includes the RFP Forms.

The remediation project construction work will be performed using a phased approach and will conform to the 20-acre grading unit restriction imposed by the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control and applicable standards from the Maryland Stormwater Design Manual, published October 2000, as revised May 2009. The remediation project construction work will be governed under the requirements of the Maryland Department of the Environment, or (“MDE”), the Montgomery County Department of Permitting Services (“DPS”), the Maryland-National Capital Park and Planning Commission (“M-NCPPC”), and other utility entities that are located in proximity to the Landfill site.

3.2 PROJECT SEQUENCE OF CONSTRUCTION DESCRIPTION:

The proposed sequence of construction included in the draft Construction Contract (Exhibit 2) is to provide Offerors with an overview of the anticipated sequence of the construction work to enable the Offerors to provide a thorough response to this RFP.

3.3 DEMONSTRATION OF QUALIFICATIONS PROVIDED BY OFFEROR WAS ACCEPTED UNDER THE EARLIER SUBMISSION

3.4 REFERENCES:

The Offerors completed the required Representative Projects Form, as well as the Representative Project Information and Reference Form for each representative project and submitted same under the RFQ.

3.5 LICENSES, STATEMENTS, CERTIFICATES, AND DISCLOSURES:

Licenses: The Offeror must provide a copy of a current business license from the Maryland Department of Labor, Licensing, and Regulation Division (DLLR) and a certificate showing that the Offeror is also in good standing under Maryland State Department of Assessments and Taxation (MDSDAT). If the Offeror is not based in Maryland, evidence of good standing in the state of its organization is required with the response to the RFP, as well as a certificate from the MDSDAT of qualification to do business in the State of Maryland. These certificates must be less than one month old at the time of submittal.

Statements and Certificates: The Offeror must provide Statements of Non-Segregated Facilities and Drug Free Workplace Policy (if there have been no changes in such documents, Offeror may provide a statement certifying that such documents remain in place and have not been changed as of the submission of such documents in response to the RFQ), current MDSDAT Certificates, or similar certificate for the state of incorporation or organization, for all firms in the proposal. If the Offeror does not currently have the required Statements and Certificates, the Offeror must provide a signed letter in the proposal indicating the Offeror shall obtain and provide the necessary Statements and Certificates prior to the qualification under this RFP.

Insurance Statement: The Offeror must provide a letter from a qualified firm stating that they will offer insurance to the Offeror, to meet the minimum terms as shown in **Exhibit 2** of this RFP (see Schedule II of the draft Construction Contract).

Financial Statement: The Offeror must provide a copy of the firm's/company's most recent (2020) audited financial statement signed by a responsible officer of the firm.

Environmental/Legal Compliance: Offeror must disclose if the Offeror, or any parent, subsidiary or affiliated organization, has been convicted of any misconduct or fined an amount greater than \$10,000 for a civil or criminal violation of any federal, state, or local statute or regulation, or has been issued any violation notice, compliance order, consent order or other enforcement documents during the previous two (2) years. If such disclosure is applicable, provide a description of the nature of the conviction or violation, the outcome of the event, and a copy of any enforcement documentation.

3.6 ESTIMATED PROJECT SCHEDULE OF CONSTRUCTION SERVICES:

A general outline of project activities and estimated timeframes are provided below; however, timelines may change due to regulatory review or County direction:

Design Engineer 90% Design/Permitting	July 2020 – September 2020
Construction Contractor Request for Qualification	October 2020 – December 2020
Design Engineer 100% Design/Permitting	December 2020 – September 2021
Construction Contractor Request for Proposals	October 2021 – May 2022
Construction Services for Remediation Project	June 2022 – December 2027
Performance and Warranty Period	December 2027 – November 2028 (will vary for meadow vegetation)
Installation of Passive Reuse elements	December 2028 – June 2031

The estimated project construction duration for all remediation phases is 2,050 calendar days with projected timeframes as follows: 4.5 years for construction services by the Construction Contractor; and 1 year for all performance/warranty services by the Construction Contractor with exception of the establishment of the meadow vegetation, which will be 3 years based on the phasing of the project work. The award of construction is anticipated to be in May 2022 (Fiscal Year 2022). The installation of the passive reuse elements may take an additional 2 to 2.5 years after the Warranty Period ends.

3.7 PRICING INFORMATION REQUESTED/IRREVOCABILITY OF PRICE PROPOSAL:

A price proposal is requested as part of the RFP submission. Pricing shall be in Calendar Year 2022 United States of America dollars. The pricing proposed under this RFP will be irrevocable for a period of 180 days from the Proposal Closing Date or, if modified during negotiations, for a period of 180 days from the date such modified rates are proposed by the Offeror.

PART IV - EVALUATION PROCEDURE

4.1 EVALUATION COMMITTEE:

The Executive Director will appoint an evaluation committee (the “Evaluation Committee”) to be composed of Authority and Member Jurisdiction staff, and other members, as necessary. The Evaluation Committee will evaluate the submittals received in accordance with the criteria set forth in the RFP and make a recommendation to the Executive Director for award.

4.2 DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE:

The Authority reserves and assigns to the Executive Director the right to determine which of the Offerors for Construction Services of the Gude Landfill remediation project have met the qualifications of this RFP. The Executive Director shall have the sole right to determine whether any deviation from the requirements of this RFP is substantive in nature, and the Executive Director may reject RFP submissions that are not reasonably susceptible of being selected for award under the RFP. In addition, the Executive Director may reject in whole or in part any and all RFP submissions, may waive minor irregularities in RFP submissions, may allow an Offeror of the RFP to correct minor irregularities, and may negotiate with qualified and responsible Offerors to serve the best interests of the Authority.

4.3 PROCUREMENT METHOD:

This RFP is the second part of the two-step procurement process that was preceded by a RFQ. Construction Contractors that were determined to be qualified under the RFQ by the Evaluation Committee were short-listed for this RFP for construction services for the Gude Landfill remediation. The Authority will employ the method of competitive negotiation to select a Contractor from the prequalified Offerors. The Authority may, but is not obligated to, request best and final offers. The Offeror selected for award will be notified in writing by the Executive Director of the Authority. Offerors not selected for award under this RFP will be so notified in writing.

4.4 EVALUATION CONSIDERATIONS:

The Authority will select the proposal that is determined to be the most advantageous to the Authority and Montgomery County based on the evaluation and selection criteria referenced below.

- 1) Compliance and standing with licenses, statements, certifications, and disclosures.
- 2) Demonstrated ability / methodology to meet potential federal, state, and local MBE/WBE requirements (21%). Extent and quality of the proposed participation of minority firms and/or individuals.

- 3) Qualifications and Experience of the Offeror as presented in the Representative Projects.
- 4) Qualifications and Experience of the Offeror as presented in the Key Personnel Matrix and Resumes.
- 5) The clarity, completeness and responsiveness of the written proposal and the sequence of work plan, and, if required, oral presentations.
- 6) Price.
- 7) Comprehensive Best Value Considerations.

Evaluation and Selection will not be based solely Price, but with a consideration of Comprehensive Best Value.

PART V - ADA COMPLIANCE

5.1 ALTERNATIVE FORMS:

Alternative forms of this RFP will be provided upon request.

Exhibit 1

Gude Landfill Site Background and Regulatory Overview

Site Background

The Gude Landfill is located at 600 East Gude Drive, Rockville, Maryland 20850. The site has road access at two (2) locations: East Gude Drive and Southlawn Lane. The Landfill is currently owned by Montgomery County, Maryland and maintained by the Montgomery County Department of Environmental Protection (“DEP”). The Landfill was used for the disposal of municipal solid waste and incinerator residues from 1964 to 1982. The Landfill property encompasses approximately one hundred sixty-two (162) acres, of which approximately one hundred forty (140) acres were used for waste disposal. An additional fourteen (17) acres of waste disposal area was delineated on M-NCPPC property, beyond the northeastern property boundary of the Landfill. A land exchange was completed in 2014 between the County and M-NCPPC that transferred ownership of this additional waste disposal area to the County in exchange for a similar area of land without waste on the perimeter of the site which was transferred to M-NCPPC.

The typical ground cover across the Landfill site is open grassy fields with patches of brushy vegetation and trees on most side slopes and along the perimeter borders of the Landfill. The existing landfill gas collection system, including the gas extraction system well heads and gas conveyance piping, is situated above-grade on the Landfill’s ground surface. The site also has a limited area on the top of the Landfill that is currently designated for flying model airplanes and a concrete pad near the Southlawn Lane facility entrance road that is used for managing storm related debris. The surrounding area and properties adjacent to the Landfill have mixed uses including parkland, industrial property, and residential development. Specifically, the adjacent land areas consist of:

- M-NCPPC land and Crabbs Branch Stream (north by northeast).
- Asphalt and cement production facilities, equipment storage yards, scrap metal recycling facilities, and Southlawn Lane (east by southeast).
- East Gude Drive, WSSC property and Southlawn Branch Stream (southwest by south by southeast).
- Transcontinental (Williams Gas)/Columbia Gas natural gas pipeline right-of-way and the community of Derwood Station South residential development (west by northwest).

The Landfill was initially permitted by the County in 1963. The Landfill was subsequently operated and closed under several facility names and refuse disposal permits from 1964 to 1982. The facility name of the Gude-Southlawn Landfill was modified by reference to the Gude Landfill. There is no current refuse disposal permit that is applicable to the Landfill.

The Landfill was constructed and operated prior to modern solid waste management disposal and facility design and closure standards that were implemented by the U.S. Environmental Protection Agency (“EPA”), under the Resource Conservation and Recovery Act (“RCRA”). Therefore, the Landfill was not originally constructed with a geosynthetic liner or compacted clay bottom liner, a leachate collection system, a landfill gas collection system, or a stormwater management system.

Reportedly, soil was used as daily cover during waste filling, and a two (2) foot (ft.) (minimum) final layer of soil was reportedly placed over the waste mass during closure of the Landfill (in 1982) to support the vegetative cover. Since 1982, the County has voluntarily, or through regulatory mandates, implemented and maintained Best Management Practices (“BMPs”) for pre-regulatory era landfills to ensure compliance with Code of Maryland Regulations (“COMAR”) requirements. These BMPs include: soil and vegetative cover system installation, cover system maintenance, leachate seep repairs, landfill gas collection system installation and maintenance, water quality and landfill gas monitoring, and stormwater infrastructure improvements.

The County currently maintains an active landfill gas collection system including: flares, over one hundred (100) gas extraction wells, and horizontal gas conveyance piping. The landfill gas-to-energy plant was shut down on June 1, 2017 and is planned for decommission prior to commencement of the remediation construction project. A network of on-site and offsite groundwater monitoring wells, a network of on-site landfill gas monitoring wells, environmental monitoring programs for groundwater, surface water, and landfill gas, and stormwater management infrastructure are also maintained at and for the Landfill site.

Regulatory Overview

The County has been working with the MDE under a Consent Order agreement to address certain concerns and potential impacts at the Landfill. A Nature and Extent Study (“NES”) was completed and submitted to MDE in 2010 and NES Amendment No. 1 was submitted in 2011. As a result of the NES and NES Amendment No.1, an Assessment of Corrective Measures (“ACM”) Report and an ACM Report Revision was prepared for the Landfill in accordance with the specific requirements set forth under Title 40 Code of Federal Regulations (“CFR”) § 258.56 and the general requirements of MDE for regulating solid waste disposal facilities under COMAR. A copy of the Revised ACM Report along with associated Montgomery County and MDE correspondence letters were provided in the RFQ. The Gude Landfill Groundwater and Surface Water Monitoring Plan, Landfill Gas Monitoring Plan, and available installation documentation for groundwater monitoring wells, landfill gas monitoring wells, and landfill gas extraction wells are also provided in the RFQ.

The Revised ACM Report was prepared for the Landfill in accordance with the specific requirements set forth under Title 40 CFR § 258.56 and the general requirements of the MDE for regulating solid waste disposal facilities under COMAR to recommend a CMA that addresses the following:

Request for Proposals
Gude LF Remediation – Construction Services
10.04.2021

- Reported concentrations exceeding maximum contaminant levels, established by EPA as limits for drinking water, for volatile organic compounds, and other groundwater impacts at and beyond the Landfill property boundary per the COMAR 26.08.02. The constituents identified in the NES Amendment No. 1 for the Landfill (EA 2011) as groundwater impacts, based on MCL exceedances in 2011, include cadmium, 1,1-dichloroethene (“DCE”), cis-1,2-DCE, 1,2-dibromoethane, 1,2-dichloropropane, benzene, methylene chloride, tetrachloroethene (“PCE”), trichloroethene (“TCE”), vinyl chloride (“VC”), and nitrate.
- Intermittent exceedances of the lower explosive limit (LEL) for methane gas at the Landfill property boundary (per COMAR 26.04.07.03B (9)).
- Occurrences of non-stormwater discharges (e.g., leachate seeps) at the Landfill property boundary (per COMAR 26.08.04.08).

MDE has approved Toupee Capping and Additional Landfill Gas Collection as the corrective measure as identified in Appendix J – Work Plan of the Revised ACM Report. EA Engineering (“Design Engineer”) was selected in February of 2018 to prepare the design specifications for the MDE-approved Corrective Measures.

Please visit the County website for more information:

<http://www.montgomerycountymd.gov/sws/facilities/gude/mde-approved-plans.html#acm>
(last accessed 09.13.2021).

Exhibit 2

Draft Construction Contract

Exhibit 2-1 Draft Construction Contract

Exhibit 3
Proposal Forms

From: [Barrett Tucker](#)
To: [Andrew Kays](#)
Cc: [Rich Dungan](#); [David Giumento](#); [Butch Ziegler](#)
Subject: Gude
Date: Wednesday, August 3, 2022 11:03:58 AM

Andrew

To follow up on our conversation on Monday, please prepare and send the final contract with the agreed changes to date. On another note, the Allan Myers Team would like to have an initial meeting with you and your team sometime in the next 30 days. The purpose is to strengthen relationships and review expectations with both teams as we all begin preparations on the start of this project.

Thank you!

Barrett Tucker
Vice President of Business Development
Allan Myers
O. 410-776-2029
M. 410-808-0645
W. allanmyers.com

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