

Contract #

MASTER SERVICE AGREEMENT

BETWEEN

NORTHEAST MARYLAND WASTE DISPOSAL AUTHORITY

AND

[CONTRACTOR]

FOR

Solid Waste Material Transportation Services

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MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) dated _____ (“Effective Date”), by and between the Northeast Maryland Waste Disposal Authority (the “Authority”), a body politic and corporate and a public instrumentality of the State of Maryland, with offices at 100 South Charles Street, Tower II, Suite 402, Baltimore, Maryland 21201, and [CONTRACTOR], an entity in good standing under the laws of the State of Maryland, with offices at [LOCATION] (the “Contractor”). The Authority and the Contractor are individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

1. The Authority, on behalf of and for the benefit of Baltimore City, Maryland, requires the services of a contractor to provide for supplemental transportation of solid waste material from the Northwest Transfer Station, as needed, to private/public facilities identified by the Authority as the facilities for the processing of recovered material and/or the final disposal of waste (“the Transportation Services”).

2. Pursuant to this Agreement, the Contractor will execute a transaction with the City to issue an agreement pursuant to which the Contractor shall provide specific solid waste material transportation services (a “Transaction”).

3. The Authority and the Contractor desire to enter into this Agreement in order to provide the general terms and conditions of each and all Transaction(s) which will govern the Services of the Contractor to be provided to the City.

4. Each Transaction will be evidenced by a written confirmation, purchase order or ancillary contract establishing the specific terms for the Services to be provided to the City (a “Confirmation”).

5. The Authority may assist the City and/or the Contractor with a Transaction but shall have no obligations under this Agreement or any Confirmation, or in connection with any Transaction, except as specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and the undertakings of each Party to the other, the Authority and the Contractor acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE 1 - TRANSACTION TERMS AND CONDITIONS

Section 1.01. Each and all Transaction(s) shall be entered into upon the City’s issuance of a Confirmation that complies with the requirements of this Agreement and approval of the Confirmation by the Executive Director of the Authority. The Contractor is required to accept and execute a Confirmation issued by the City that complies with the terms of this Agreement.

Section 1.02. The Confirmation shall explicitly state that the provisions of Articles 1, 2, 3, 4, 5,

6 and 7 of this Agreement are incorporated by reference thereto and the Confirmation shall incorporate by reference the general provisions of this Agreement which the Contractor and the City determine to be appropriate for the Transaction. The Confirmation issued hereunder is subject to annual appropriations by the City. The Confirmation shall include:

- (a) The location(s) of the processing facility for material to be processed for recycling and/or disposal facility for the final disposal of municipal solid waste.
- (b) The hours of operation for the processing facility, and disposal facility.
- (c) The estimated number of solid waste material tons or trailer loads (includes recovered material and municipal solid waste) that shall be transferred by the Contractor.
- (d) The weighing procedures for Solid Waste Materials.
- (e) The invoicing and payment procedures for any amounts owed to the Contractor by the City including the time period within which such payment shall be made.
- (f) An acknowledgement by the Contractor and the City that the Authority shall have no obligations under the Confirmation except as otherwise explicitly stated in this Agreement.
- (g) The term of the Confirmation, which shall not run beyond the term of this Agreement.
- (h) The aggregate amount of any limitation on the total payments to be made by the City to the Contractor under the Confirmation.

Section 1.03. The Transaction shall be one integrated, bilateral contract between the parties under the related Confirmation. Any inconsistency between any terms of this Agreement and any terms of the Confirmation shall be resolved in favor of the terms of such Confirmation.

Section 1.04. With respect to the Transaction involving the Contractor and the City, the Authority shall not, under any circumstances, (a) have any obligations under the related Confirmation, (b) be responsible for amounts due to or from the Contractor or the City under the related Confirmation, or in connection with such Transaction, and (c) be liable to either the Contractor or the City under the related Confirmation, or in connection with such Transaction.

ARTICLE 2 - OBLIGATIONS OF THE CONTRACTOR AND THE CITY

Section 2.01. The Contractor shall provide the Transportation Services as set forth in this Agreement, and in the Request for Proposals dated March 19, 2025 issued by the Authority, including any addenda thereto, Contractors Proposal, and the Insurance Requirements, all of which are attached hereto as Exhibit A, Exhibit B, and Exhibit C incorporated herein by reference. In the event of any conflict or inconsistency among these documents, the order of precedence for resolving any such conflict or inconsistency shall be: Agreement, Confirmation, Request for Proposals, Contractor's proposal.

Section 2.02. The Contractor is obligated to accept and transport Solid Waste Material from the Transfer Station to a public/private facility (or facilities) identified by the Authority as the

facility (or facilities) for recovered material processing or waste disposal.

The City will be responsible for the operation and maintenance of the Transfer Station and loading of waste in the selected Contractor's trailers. The Contractor shall provide the labor and equipment necessary to contain, jockey, and transport the Solid Waste Material. The service may require drivers and trucks on site at the Transfer Station to jockey the Contractor trailers. The Contractor will provide a sufficient number of drivers and trucks to jockey trailers on site, based on the daily operational needs of the City.

The Contractor shall follow all applicable federal, state, and local regulations, as well as all rules set by the City and communicated, in writing, to the Contractor.

The City's loading hours at the Transfer Station are 5:00 a.m. to 6:00 p.m. Monday through Saturday, except Holidays.

Section 2.03. RESERVED

Section 2.04. The Contractor shall be permitted to reject any loads containing Hazardous Waste. Hazardous Waste is defined as any waste or substance, the treatment, storage or disposal of which, because of the composition or characteristics of the waste or substance, is unlawful to treat, store or dispose of at the Transfer Station or other disposal/recycling facilities used in providing service under this Agreement or Confirmation, and is considered Hazardous Waste under applicable law. The City shall establish appropriate screening procedures to identify any load containing Hazardous Waste. If the Contractor rejects a load containing Hazardous Waste, the Authority or City may, at its option, hire the Contractor to transport the Hazardous Waste to a disposal facility on terms mutually agreeable by the City and the Contractor. The City shall be solely responsible for all costs associated with the transportation and disposal of Hazardous Waste.

If Hazardous Waste is delivered to the Transfer Station by a third party, and the Hazardous Waste is or should have been identified while at the Transfer Station, the City shall be solely responsible to segregate and isolate the Hazardous Waste and attempt to identify the hauler and/or source of the Hazardous Waste and arrange for its immediate removal from the Transfer Station by that hauler and/or source. The Contractor shall provide reasonable assistance with the identification of the hauler and/or source upon request by the City. If the hauler and/or source of the Hazardous Waste cannot be identified by the City, or the hauler/source refuses for any reason to remove immediately the Hazardous Waste, the City shall be solely responsible for all costs associated with the proper preparation, loading, and disposal of the Hazardous Waste. The foregoing shall not be considered to be a waiver of any claim the City may make against any third party responsible for the generation or delivery of the Hazardous Waste to the Transfer Station.

If Hazardous Waste delivered to the Transfer Station is not identified until the process at the Disposal Facility or Processing Facility, the Contractor will provide reasonable assistance in identifying the hauler and/or original entities responsible for delivering the Hazardous Waste to the Transfer Station. If the hauler and/or original entities responsible for delivering the Hazardous Waste to the Transfer Station cannot be identified, and the Contractor has provided

documentation sufficient to show that the chain of custody (e.g., hauling records for the material and receipt of the material at a facility permitted to receive the material sufficient to demonstrate that the Contractor had control of the material from the Transfer Station to the Disposal Facility), of the Hazardous Waste had not been breached in the transportation of the waste then the City shall be responsible for all costs associated with the preparation, loading, and disposal of the Hazardous Waste

The party responsible for the costs according to this Section shall also be solely responsible for any penalty or fine assessed by any state or federal agency resulting from the delivery of the Hazardous Waste.

Section 2.05. The Contractor shall not enter into or maintain any agreement or subcontract with any person other than an Affiliate of the Contractor for any substantial portion of the operation, management, or the performance of any of the Contractor's obligations under this Agreement without the prior written consent of the City. No agreement or subcontract between the Contractor and any other person will affect the Contractor's obligations under this Agreement.

Section 2.06. The Contractor shall comply with all Applicable Laws, regulations, and rules for the Solid Waste Material that are provided by the Authority and the City. Such Applicable Laws, regulations and rules, may include vehicular movement on the Transfer Station site (or other City facilities) and surrounding roads.

Section 2.07. The Contractor shall cooperate with the Authority/City to keep the Transfer Station and surrounding Areas free from accumulation of waste or rubbish (except in appropriate locations) caused by Transfer Operations. The Contractor shall maintain and operate its equipment so as to prevent the Transfer Station from becoming unsightly or a nuisance under Applicable Law. Loaded trailers must be removed from Transfer Station within 24 hours of being loaded. Holidays and Sundays do not exempt this requirement. All partially or fully loaded trailers must be tarped when left on site. Heavy maintenance and repair of trucks and/or trailers is not allowed on site at the Transfer Station. Any violations assessed by the Maryland Department of the Environment, or applicable environmental regulatory body, for leaking trucks/trailers will be passed through to the Contractor.

Section 2.08. The Contractor shall not be obligated to perform, and the City will not be obligated to compensate the Contractor for, any work which is outside the scope of the Transportation Services set forth in this Agreement or any Confirmation.

Section 2.09. Each month that the Contractor performs Transportation Services under a Confirmation, the Contractor will provide the Authority and the City with an electronic invoice for all service fees by the twenty-fifth day of the calendar month immediately succeeding the calendar month for which such amounts are payable.

Section 2.10. RESERVED

Section 2.11. The Price Proposal Form, incorporated in Exhibit B, Contractor's Proposal, to this Agreement shall be firm through June 30, 2026. The Authority will consider an escalation to the

Price Proposal Form, effective July 1, 2026 and annually thereafter, in accordance with the appropriate inflation adjustor, if requested (i.e., the calculations submitted) in writing by the Contractor, prior to June 30 of each year. The inflation adjustor shall be 100% of any change in the Bureau of Labor Statistics Consumer Price Index ("CPI"). The CPI shall be the CPI for all Urban Consumers for Baltimore-Columbia-Towson, MD - All Items (1982-84=100).

For the CPI for Baltimore-Columbia-Towson, MD, the July 1, 2026 adjustment shall compare the most recently reported CPI as of July 1, 2026 (the April 2026 reference month, anticipated to be posted in May 2026) to the April 2025 reference month, posted in May 2025. Thereafter the most recent CPI reported on July 1st of the current year (the April reference month, usually posted in May) will be compared to the CPI used from the previous period (the April reference month, usually posted in May).

The most recent reported CPI as of July 1st of current year less the CPI used from previous year equals the index point change. Divide the index point change by the CPI used in the previous year and add 1 to equal the inflation adjustor. The inflation adjustor shall be rounded to the second decimal place. The maximum inflation index increase, for each one-year period, shall not exceed 1.04, or 4%. The final adjusted price shall be rounded to the nearest hundredth, the second decimal place.

Section 2.12. A fuel cost surcharge will be added to the Transportation Fee when the price of diesel fuel is greater than or equal \$5.11 per gallon on the weekly Central Atlantic diesel fuel price index (Weekly Central Atlantic (PADD 1B) No 2 Diesel Retail Sales by All Sellers) maintain by the United States Energy Information Administration (EIA). The fuel prices will be taken on the first Monday of the month for which the service will be provided. The threshold fuel price for the Agreement will be \$5.00 per gallon.

In calculating the fuel surcharge, the Authority will assume a transfer trailer load of 18 tons (for recovered material and municipal solid waste) and transfer trailer fuel mileage of 4.5 miles per gallon.

The fuel surcharge per ton will be the product of the Excess Cost above the threshold fuel price as outlined in chart (f) below and the fuel usage (gallons) per ton transferred. The distance (miles) from the Transfer Station to the Disposal Facility or Processing Facility will be divided by 4.5 miles per gallon to determine the gallons of fuel used per load. The gallons of fuel used per load will be divided by 18 tons to get the gallons per ton. This "X" value, gallons per ton, is then multiplied by the appropriate Excess Cost factor from the chart below to derive the additional cost per ton.

Diesel Fuel Cost	Excess Cost	Fuel Surcharge per Ton
Base + up to \$0.10	None	None
Base + \$0.11 to \$0.20	\$.10	\$0.10 * X
Base + \$0.21 to \$0.30	\$.20	\$0.20 * X
Base + \$0.31 to \$0.40	\$.30	\$0.30 * X
Base + \$0.41 to \$0.50	\$.40	\$0.40 * X

Base + \$0.51 to \$0.60	\$.50	\$0.50 * X
Base + \$0.61 to \$0.70	\$.60	\$0.60 * X
Base + \$0.71 to \$0.80	\$.70	\$0.70 * X
Base + \$0.81 to \$0.90	\$.80	\$0.80 * X
Base + \$0.91 to \$1.00	\$.90	\$0.90 * X
Continues	Same formula	Same formula

Example, Showing the Fuel Surcharge Calculation:

If a load is taken to a Facility and the Fuel Cost is \$5.35 per gallon, the calculation is as follows:

Calculation for X (gallons per ton)

Disposal/Processing Facility: 20 miles; $(20/4.5)/18$ tons = 0.247 gallons per ton

New Fuel Price – Base Fuel (Threshold fuel price) = \$5.35 - \$5.00 = \$.35 or an excess of \$.30

$\$0.30 * X = \$0.30 * 0.247 = 0.074$ per ton charge (rounded to the third decimal point)

ARTICLE 3 – EVENTS OF DEFAULT; REMEDIES FOR NONPERFORMANCE; TERMINATION

Section 3.01. The following constitute Events of Default under this Agreement: the Contractor materially fails, or refuses, to comply with any of the terms of this Agreement, RFP, Contractor Proposal, or a Confirmation, including:

- 1) the failure to provide the transportation resources (e.g. drivers, trucks, and trailers) required to fulfill the Contractor’s obligations per this Agreement and any subsequent Confirmation(s);
- 2) the failure by a Contractor to execute a Confirmation requested by the City as provided in Section 1.01;
- 3) failure of the Contractor or its subcontractor(s), and their respective agents, licensees, invitees and successors to comply with Applicable Law in any material fashion;
- 4) the failure of the Contractor to have current licenses, certifications, authorizations as required under applicable law including the Department of Transportation;
- 5) if any representation or warranty made by the Contractor herein or in any payment invoice or related documentation submitted hereunder is false or misleading in any material respect when made;
- 6) If, by order of a court of competent jurisdiction, a receiver or liquidator or custodian or trustee of the Contractor or of a major part of either of their property is appointed and is not discharged within sixty (60) days, or if, by decree of such a court, the Contractor is adjudicated insolvent, or a major part of either of their property is sequestered, and such decree has continued undischarged and unstayed for sixty (60) days after the entry of such decree, or if a petition to reorganize the Contractor pursuant to the Federal Bankruptcy Code or any other similar statute applicable to the Contractor, as now or

hereinafter in effect, is filed against the Contractor and is not dismissed within sixty (60) days after such filing;

- 7) If the Contractor makes an assignment for the benefit of creditors, or admits in writing an inability to pay debts generally as they become due, or consents to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of the Contractor or of a major part of the Contractor's property

If an Event of Default is not cured by the Contractor within 30 days of written notice from the City, the City may terminate the applicable Confirmation. The right to terminate is in addition to, and does not constitute a waiver of, the right of the Authority and/or the City to damages incurred as a result of a breach of the Agreement or of a Confirmation by Contractor, including the cost to make alternative arrangements to obtain performance of the transportation services should Contractor fail to provide the services in accord with the Agreement and/or Confirmation.

Section 3.02. The Authority may terminate this Agreement, or the City may terminate a Confirmation, in each case, without liability to the Contractor, upon the occurrence of one any of the following conditions:

- (a) An Event of Default as set forth in Section 3.01.
- (b) The Contractor, or any of the Contractor's officers, partners, principals, or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under this Agreement or a Confirmation.
- (c) The Contractor is adjudged bankrupt, or a petition for the appointment of a receiver is filed, or an assignment for the benefit of creditors is made, or the Contractor becomes insolvent during the term of this Agreement.
- (d) Contractor fails to maintain required Insurance, the required performance bond/letter of credit (or the equivalent amount of guaranteed funds in the form of a cashier's check), or financial responsibility requirements.

Section 3.03. The City may, without liability, terminate a Confirmation for its own convenience upon written notice to the Contractor at least 60 days prior to the effective date for such termination. In the event of any such termination, the Contractor shall only be entitled to compensation for the earned value of work performed up to the date of such termination.

Section 3.04. If the Contractor fails to perform its obligations pursuant to this Agreement, as further set forth in any Confirmation, and that failure to perform creates a danger to health or safety at any facility that is not cured within 24 hours of written notice to the Contractor that the condition exists, such a failure constitutes a default under this Agreement for which the Agreement may be terminated. Irrespective of whether or not the Agreement is so terminated, the Contractor will be liable for any and all damages caused by this failure to perform, including

but not limited to the costs to make alternative arrangements to have the obligations performed.

ARTICLE 4 - TERM

Section 4.01. The initial term of this Agreement begins on July 1, 2025, and ends on June 30, 2030. The allowance of five 1-year options will each be made at the Authority's sole discretion. Any Confirmation shall terminate according to the provisions of the Confirmation, but no later than the end of the term of this Agreement.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

Section 5.01. On the date of this Agreement and the date of entering into the Confirmation, the Contractor represents and warrants to the Authority and the City that:

- a) It is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation, qualified to conduct business in the State of Maryland and in good standing under the laws of the State of Maryland.
- b) It has all regulatory authorizations and approvals necessary for it to legally perform its obligations under this Agreement and each Confirmation.
- c) The execution, delivery, and performance of this Agreement and each Confirmation are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any applicable law, rule, statute or regulation order.
- d) This Agreement, each Confirmation, and each other document executed and delivered in accordance with this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms.
- e) It is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it, which would result in it being or becoming bankrupt.
- f) There is no pending or, to its knowledge, threatened against it, any legal proceeding that could materially adversely affect its ability to perform its obligations under this Agreement and each Confirmation.
- g) It has not employed or retained any person, partnership, or corporation, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, partnership, or corporation, other than a bona fide employee or agent, any fee, or any other consideration, contingent upon the making of this Agreement.
- h) No employee of the Authority or the City, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the Contractor.

Section 5.02. Upon any breach of the representations or warranties of this Article, the Authority or the City, may terminate this Agreement (or Confirmation, as applicable) without

liability. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered and construed as a waiver of, any other legal or equitable rights of the Authority or the City.

ARTICLE 6 - DISPUTES

Section 6.01. The Contractor and the Authority shall exercise reasonable efforts to informally resolve all disputes under this Agreement according to the procedures in Section 6.02 below, before resorting to legal action.

Section 6.02.

(a) Whenever a dispute arises under this Agreement a designated representative of each Party with authority to resolve the matter on behalf of such Party shall meet to discuss and attempt to resolve the matter.

(b) If the meeting of the designated representatives does not result in a resolution of the dispute, each Party may continue to attempt to resolve the dispute by submitting a written notice to the other Party describing the specific basis of the dispute.

(c) Within 15 calendar days after the receipt of written notice, an officer of each Party authorized to resolve such dispute shall meet and attempt to settle the dispute. If the Parties reach agreement, then they shall immediately take any action agreed upon and make any payments required. If the Parties fail to reach agreement, then this informal dispute resolution process will be deemed concluded.

Section 6.03. After unsuccessfully concluding the informal dispute resolution proceedings described in Section 6.02 above, either Party may then resort to any legal recourse available to obtain resolution of the dispute. Formal disputes shall be governed by, subject to, and construed in all respects in accordance with the laws of the State of Maryland, without reference to the conflict of laws and rules thereof.

Section 6.04. The provisions of this Article 6 shall not limit the rights of the Parties to terminate this Agreement in accord with its provisions or affect the effectiveness of a termination of this Agreement or a Confirmation made in accordance with the provisions of this Agreement.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

Section 7.01. The Contractor shall comply with all applicable federal, state, and local legal and regulatory requirements in the performance of its obligations under this Agreement and any Confirmation. The Contractor shall obtain and maintain, at the Contractor's own expense, any licenses, permits or insurance needed to comply with such requirements. During the term of this Agreement, the Contractor shall not at any time be in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits.

Section 7.02. The Contractor shall conduct itself in a manner consistent with its status as a contractor of the Authority and the City under the terms of this Agreement and any Confirmation and shall neither hold itself out as, nor claim to be, an agent, representative, officer or employee of the Authority or the City by reason hereof, and shall not by reason hereof

make any claim, demand or application to or for any right or privilege applicable to an agent, representative, officer or employee of the Authority or the City. Nothing herein shall be construed as authorizing the Contractor to enter into any contract or agreement, or to incur and obligation whatsoever, on behalf of the Authority or the City.

Section 7.03. The Contractor shall indemnify and hold harmless the Authority and its governing board, members (including the City under Confirmations), officers, agents, and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees, (including those related to bodily injury, sickness, disease or death sustained by any person or persons or on account of injury or damages to or destruction of any property), directly or indirectly arising out of, relating to or in connection with the Contractor's performance or omission of any act in connection with this Agreement (including any Confirmation), unless it is the result of intentional misconduct or gross negligence of the Authority and/or the City; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, including reasonable attorneys' fees. The provisions of this Section 7.03 shall survive, and shall continue in full force and effect for a period of three years following the termination or expiration of this Agreement, but only to the extent that the act or event giving rise to indemnification hereunder occurred prior to such termination or expiration and only to the extent the Contractor is provided with written notice of a claim under the indemnification provisions of this Section 7.03 on or before the expiration of such three year period.

Section 7.04. The Contractor shall procure, as necessary, and maintain, until the termination of this Agreement, the insurance at the limits described in Exhibit A. The Contractor shall maintain the minimum insurance coverages required by this Agreement and ensure that the insurance policy will not be canceled, interrupted or otherwise modified to the potential detriment of the Authority without first providing the Authority with 30 days advance written notice (or such other written notice as may be provided by law) of such cancellation, interruption or modification.

Section 7.05. Prior to the start of service, the Contractor shall provide the City, with a copy to the Authority, with a performance bond, letter of credit, or cashier's check in the amount of one years of anticipated services per Confirmation, with the obligee being the City, to cover the entire term of the Agreement. In the event of that Contractor secures a performance bond or letter of credit that expires prior to the end of the term of the Agreement, and such bond is not renewed to cover the remaining term, Contractor shall secure a replacement performance bond or letter of credit, in the same amount, at least 30 days prior to the expiration of the original performance bond or letter of credit. The performance bond or letter of credit must be in effect for the term of this Agreement. In the event of that the Contractor secures a performance bond or letter of credit for a Confirmation that expires prior to the end of the term of the Agreement, and such bond is not renewed to cover the remaining term, Contractor shall secure a replacement performance bond or letter of credit, in the same amount, at least 30 days prior to the expiration of the original performance bond or letter of credit. If the Contractor provides a cashier's check to the Authority, in lieu of a performance bond or letter of credit, the Authority will cash the cashier's check and hold the full amount in the Authority's checking account for the duration of the Agreement OR, at its sole option, the Authority will cash the cashier's check and the

Contractor will pay for an escrow account to hold the full amount for the duration of the Agreement. Prior to the start of the term of the Agreement, the Authority will advise the Contractor as to whether or not an escrow account will be required. Upon completion or termination of the Agreement, other than upon an Event of Default, the Authority will return the full amount (or any remaining balance in the event the Authority is required to draw upon the funds as a result of Contractor's failure to perform under this Agreement or the Confirmation, as applicable) of the cashier's check to the Contractor.

Section 7.06.

(a) The Contractor shall not release, other than to the Authority or the City, or publish any information, reports, or documents relating to work performed under this Agreement without the prior express written consent of the Authority except for information, reports, or documents already in the public domain, already in possession of the Contractor, received from a third party with a right to disclose such information, or required to be disclosed by operation of law.

(b) The Contractor has a special duty to the Authority and the City to maintain confidentiality of documents, information, and records that come under the Contractor's control. The Contractor shall refer to the Authority any and all requests for information from persons other than employees of the Contractor, the Authority or the City.

Section 7.07. The Contractor and the Authority hereby acknowledge and agree that (a) the Authority is entering into this Agreement on behalf of and for the benefit of the City, (b) under no circumstances shall the Authority (i) have any obligation or liability to the Contractor or the City under any Confirmation, or in connection with any Transaction or (ii) be obligated to perform any obligation of the City.

Section 7.08 The Contractor shall not assign this Agreement or any Confirmation or its rights hereunder or thereunder without the prior written consent of the Authority and the City (in the case of a Confirmation), which consent may be withheld in the exercise of the Authority's and the City's sole discretion. Any assignment is in violation of this Section 7.08 and shall be null and void.

Section 7.09. The Contractor shall comply with all applicable laws regarding equal opportunity and non-discrimination.

Section 7.10. This Agreement shall be governed in accordance with the laws of the State of Maryland without reference to the conflict of laws rules thereof. The Contractor and the Authority hereby agree that any legal proceedings which may arise under this Agreement shall be brought in the Circuit Court of the City, which is a party to the Confirmation(s) at issue in the dispute. The Contractor agrees that it shall submit to the jurisdiction of that Circuit Court for the purposes of all legal proceedings that may arise under the Agreement.

Section 7.11. If any provision hereof shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such provision shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid and unenforceable provision had not been contained herein.

Section 7.12. This Agreement may not be modified or amended except by an instrument in writing signed by authorized representatives of the Contractor and the Authority.

Section 7.13. All notices, consents, approvals and requests (“Notices”) provided for or permitted to be given under this Agreement must be in writing, submitted by mail or email. Notices to the Authority or the Contractor must be delivered to such Party at the address for such Party set forth in first paragraph of this Agreement or to the following email addresses:

Northeast Maryland Waste Disposal Authority: authority@nmwda.org

Contractor: [XXXXXXX]

Notices shall be (a) sent by certified U.S. Mail with return receipt requested (with confirmation thereof) or (b) delivered personally (including delivery by private courier services) or (c) emailed to the email addresses provided in this Section 7.13, or otherwise, as provided in writing by the designated representative of each Party. Such Notices shall be deemed to be duly given when received unless the day of receipt is not a business day, in which case such delivery shall be deemed to be made as of the next succeeding business day.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be executed as of the date first written above.

**NORTHEAST MARYLAND WASTE
DISPOSAL AUTHORITY**

Attest:

[NAME]

[TITLE]

Name

[CONTRACTOR]

Attest:

[NAME]

[TITLE]

Name

EXHIBIT A - INSURANCE REQUIREMENTS

On and after the Operations Date, the Contractor shall obtain and keep in force the following insurance with insurance companies licensed and qualified to do business in the State of Maryland rated at least "A-" or its equivalent by Best's Key Rating Guide, evidenced by a certificate of insurance. Baltimore City, Maryland will be identified as additional insured on the General Liability policy.

The Contractor shall provide two Certificates of Insurance:

(a) Certificate Holder needs to be Baltimore City, Maryland, [ADDRESS] And

(b) Certificate Holder needs to be "Northeast Maryland Waste Disposal Authority, Tower II, Suite 402, 100 South Charles Street, Baltimore, Maryland 21201."

(a) Workers' Compensation - The Contractor shall maintain such insurance as required by Maryland Law covering all of its employees as will protect them and save the Authority and Authority harmless from claims. The Contractor shall maintain Employers' Liability Coverage in the following amounts: \$500, 000 for each accident; \$500,000 for each disease per employee; \$500,000 for bodily injury by disease policy aggregate and shall save the Authority and the City harmless from claims.

(b) Commercial General Liability Insurance - The Contractor shall arrange and pay for a general liability policy which will protect the Authority, the Contractor and the City from public liability for any personal injury, including death or property damage which may arise from the operations of the Contractor and Subcontractors or by anyone directly or indirectly employed in the work by either of them under this Agreement, as follows:

\$1,000,000 per occurrence for bodily injury and property damage

\$1,000,000 aggregate for products and completed operations

\$2,000,000 general aggregate (on a per project basis)

\$1,000,000 per occurrence for personal & advertising injury liability

There shall be no exclusions for explosion, collapse or underground exposures; the Contractor shall obtain contractual liability coverage, independent contractors coverage, broad form property damage coverage, and shall name the facility operator as an additional insured. Service Agreement 52

(c) Business Automobile Liability Coverage - The Contractor shall maintain coverage, which extends to all owned, leased, rented or borrowed automobiles in the amount of \$1,000,000 for each accident involving bodily injury and or property damage. Coverage must extend to include all monetary state and federal regulations as well as respects uninsured/underinsured motorists coverage, ICC, PUC filings and financial responsibility requirements.

(d) Umbrella/Excess Liability Coverage must be obtained in minimum amounts of \$10,000,000 per occurrence and in the aggregate. Coverage must at a minimum follow form with applicable underlying insurance.

(e) Environmental Impairment Liability - Contractor shall acquire and maintain Environmental Impairment Liability Insurance including sudden, non-sudden and gradual exposure, for all of Contractor's operations hereunder, including but not limited to disposal of Waste pursuant to this Agreement. Contractor shall purchase limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for any release of toxics or hazardous Waste or other hazardous substance requiring monitoring, cleanup or corrective action under the Comprehensive environmental Response Compensation Liability Act (CERCLA) and the Resource Conservation Recovery Act (RCRA). A combination of primary and excess coverage is acceptable, provided that there are no pollution exclusions in either policy.

(f) All Companies and subcontractors must submit evidence of required insurance prior to performance.

(g) Each Contractor must carry property damage insurance for all property owned, leased or loaned by the Contractor whether to be used in this project or not. Limits should equal the replacement value of such equipment and coverage must be on an "all risk."

Section 2. General

(a) The Authority shall be included as an additional insured on the above Commercial General Liability and Environmental Impairment policies. Baltimore City, Maryland shall also be identified as an additional insured entity on these policies.

(b) All losses under the required insurance shall be adjusted to the satisfaction of the Authority.

(c) All claims made policies shall provide a minimum of five (5) years' discovery period or Contractor shall provide continuous coverage through regular policy renewals.

(d) The Authority shall be advised promptly in writing of the following change in the insurance policies: (i) Setting up a new retro date. (ii) Exhausting any aggregate limit under any of the above policies. (iii) Switching occurrence based coverage to claims made coverage or vice versa.

(e) The Contractor shall ensure that all subcontractors performing services in accordance with this Agreement carry identical coverages as required above, either individually or as an additional insured on the policies of the Contractor.

EXHIBIT B - REQUEST FOR PROPOSALS

EXHIBIT C - CONTRACTOR'S PROPOSAL