

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

**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](http://www.nmwda.org).

Copies of the RFQ are available from the Northeast Maryland Waste Disposal Authority at 410-333-2730, [procurement@nmwda.org](mailto: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**

(1<sup>st</sup>) Name: \_\_\_\_\_

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

(2<sup>nd</sup>) Name: \_\_\_\_\_

*(optional)*

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

*(optional)*

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

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

E-mail (1<sup>st</sup>): \_\_\_\_\_

E-mail (2<sup>nd</sup>): \_\_\_\_\_

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](mailto: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](mailto:procurement@nmwda.org) or Northeast Maryland Waste Disposal Authority, 100 South Charles Street, Tower II – Suite 402, Baltimore, MD 21201, or fax

Recycled Paper

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](mailto: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](mailto: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](mailto: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](mailto: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](http://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](mailto: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.

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

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**

<b>Section Description</b>	<b>Max Page Limit (double-sided)</b>
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
<b>Maximum Total Pages</b>	<b>60</b>
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](mailto: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.

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

- 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 (ft<sup>2</sup>) 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.

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

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.

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

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\_\_\_\_



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.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

**IN WITNESS WHEREOF**, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Individual Principal  
\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)  
Witness

.....  
In Presence of: Partnership Principal  
Witness  
\_\_\_\_\_ (SEAL)  
Name of Partnership  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

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

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

Recycled Paper

**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

Recycled Paper

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