

MEMORANDUM

TO: RFP Recipients

FROM: John Schott   
Project Manager

DATE: June 8, 2022

SUBJECT: Addendum No. 2 to the Request for Proposals for Resource Recovery Park Conceptual Design and Northern Landfill Expansion Project in Carroll County, Maryland (RFP)

The Northeast Maryland Waste Disposal Authority and Carroll County offered additional site tours to interested parties per the RFP (April 25, 2022, April 27, 2022, and April 29, 2022). Attached are the sign-in sheets from the tours, a revised price proposal form, and a revised service contract.

Below are responses (*italics*) to questions received from prospective offerors.

1. Can we get a copy of the following documents?

*Carroll County electronic documents are available under the Share Point link provided in Addendum No. 1. Any of the following documents not included under link will be provided by Carroll County to the design services contractor or team awarded the contract.*

- a. Cell 4 permit documents including the plans
- b. Operations plans
- c. Cells 1-3 as built drawings
- d. Annual tonnage reports and scale house records
- e. Most recent aerial topographic mapping
- f. Copies of County's Refuse Disposal Permit No. 2020-WMF-0066

2. Does the SOW include construction level design for a new transfer station?

*The proposed new transfer station shall be up to a 75% conceptual level design only. The Authority strikes the permitting package effort related to replacement of the transfer station. Note that the transfer station design could be for the loading of transfer trailers and/or intermodal containers (if use of railway through Northern parcel is feasible). The final design, permitting, procurement, construction and construction oversight related to a new transfer station will be conducted under separate procurement[s].*

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Tower II – Suite 402, 100 S. Charles Street, Baltimore, MD 21201-2705

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

MEMBERS:

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



3. Paragraph 9. Schedule (RFP p. 28): Reference is made to “Table 2”, which is not found in the RFP documents. Please provide Table 2.

*A draft of the planning/design schedule is not included. Disregard reference to Table 2.*

4. Second paragraph of 1.1 Purpose (RFP p. 4): Please define which “surrounding jurisdictions” should be considered.

*There is no limitation to the number or location of jurisdictions that may be considered. However, the focus shall be on the Authority’s member jurisdictions (Anne Arundel County, Baltimore City, Baltimore County, Carroll County, Frederick County, Harford County, Howard County, and Montgomery County). Carroll County will entertain public and/or private partnerships.*

5. Paragraph 1.3.3 (RFP p. 20): How many observers should we assume are needed? Are their vantage points where one person can observe multiple activities, or should we assume one person per activity?

*After the site visit to observe current layout and operation processes, the Offeror awarded contract shall propose staffing and potential locations that will allow for data capture. No more than one observer is allowed in the scale house at any time.*

6. Paragraph 2.1 (RFP p. 20): Are the “Homeowner waste and recycling drop off” (item 2.1.1), and “consolidated homeowner use area” (item 2.1.4) two different areas? These are also listed on RFP p. 23, (items 3.2.3 and 3.2.4). Please clarify what is intended.

*Yes – They are two different areas. The “Homeowner waste and recycling drop off” are the current locations and the “consolidated homeowner use area” is the preferred future location for waste and recycling drop-off.*

7. Paragraph 3.4 (RFP p. 24): Please clarify what is meant by “a breakout for expandability provisions”.

*Include a discussion of design features (e.g., utilities [extra breaker space, extra conduit, extra room in the Motor Control Center for future projects, space for EV plugins, etc.], temporary space configurations, design for demolition and expansion) that will allow for expansion of planned use or new uses of the facilities.*

8. Paragraph 6.3.4, last sentence (RFP p. 26): Are three (3) meetings per month intended?

*No. While much of the progress reporting may occur online, the Authority wants to have budget and planning for three in person meetings (not including kick-off meeting) to allow for review of drawings or site walks.*

9. Exhibit 2 (RFP p. 30): Are there columns missing for Tasks 4, 5, and 6, or are we only pricing Task 1 through 3?

*See attached revised pricing form.*

10. Is the last column, "Total Cost" in the "General Rate Sheet", and in the "Price Proposal – Summary Sheet" intended to be for the entire 8-year contract term referenced in Paragraph 2.2 (RFP p. 9)?

*Contractor is only proposing on the 1<sup>st</sup> Billing year (2022 dollars). CPI per service contract will be used to adjust the out years of the project.*

11. Item 5, last sentence (RFP p. 43): Please provide a map showing location/depth of previous soil borings, as well as soil boring logs.

*The soil boring logs on the Thompson/Kennel property east of Northern Landfill are provided under the link (County Specific Data) referenced in Addendum No. 1. No map is available.*

12. Please provide an assumed number and depth of borings for estimation, since we will not know the area of horizontal expansion until it is designed under this contract.

*No assumed number and depth of borings will be provided. Offerors shall use their professional judgement based on their experience with similar projects.*

13. Item 7 (RFP p. 48): Please clarify roles of Offeror vs CMI in review of red line drawings and preparation of final record drawings.

*"Offeror" and "CMI" refer to the same firm. The roles are the same.*

14. Paragraph 3.2 (page 22): Is the intent that the existing leachate and landfill gas facilities will continue in use (they are not listed as component facilities)?

*Existing leachate collection systems within the existing cells shall remain intact. Alterations to the leachate conveyance and storage systems exterior to Cells 1-3 may be considered. Alterations to the existing LFGCCS may be considered.*

15. Is the existing administrative office adequate or should it be evaluated in master planning/conceptual design?

*Location of the administrative office should be evaluated. Evaluation of interior layout is not necessary. Equipment maintenance shop location and basic design (bays, floor drains, utility locations, etc.) should be evaluated.*

16. Paragraph 4.1.1.10 (page 25): Is the reference to Tasks 3 and 4 correct for preparing conceptual plans?

*The Authority strikes 4.1.1.10.*

17. Exhibit 3, Task 3a, paragraph 3 (page 40) indicates that Subcell 4A will be the first subcell within Cell 4 to be designed and built. Does the scope of work cover only Subcell 4A, or multiple subcell constructions, or all of Cell 4 with a bid package for 4A?

*The RFP shall be updated to state that the Design services contractor or team will complete a final (100%) construction level design, permitting, construction bid documents and procurement support for the entirety of Cell 4 (including sub-cells) and placement of liner. Construction shall include the first rain flap diversion berm. The work also includes all associated infrastructure including leachate collection and conveyance system improvements, new storage tanks, force mains, and lift stations, etc.*

*A pre-design study shall be expected from Design Engineer per Task 3a of Exhibit 3.*

*Offerors shall assume a 20-acre Cell 4 footprint with 4-acre sub-cells. Actual size may vary.*

18. Exhibit 3, Design, Project Phases, Phase I, paragraph 2 (page 42): Is wetlands delineation required in the Cell 4 area, or only the expansion area, or both?

*This shall be part of the design evaluation.*

19. Exhibit 3 Design, Project Phases, Phase II, paragraph 6 (page 44): Should the cost for other environmental permit be required besides wetlands, such as Title V/air permitting?

*If applicable, yes.*

20. Will any traffic studies be necessary for MDE permitting?

*Unknown if required by MDE but Offeror will be expected to evaluate traffic plans, including facility entrance/egress on site as this information will inform zoning considerations. Efforts shall include design/permitting of any new site entrance.*

21. An estimated timeframe of 96 months (8 years) was suggested for completion of the entire project as currently scoped. Can you provide some background on how that timeframe was estimated and indicate some expected milestone dates? In particular, when does the County expect that capacity in Cell 3 will be exhausted?

*The estimated 8-year timeframe was based on County internal processes, design of Cell 4 and transfer station, permitting approval by MDE, and construction (bid selection), and other facility design work. A work plan and project schedule is required of Offeror. If the proposed timeframe is less than or more than 8-years, Offeror shall provide reasoning for the modified schedule.*

*At Fiscal Year 2023 projected landfilling rate 27,000 TPY, Cell 3 will have approximately 10 years of life.*

22. Will the firm that is successful in being awarded the design work be precluded from future construction management and CQA work?

*This scope of work includes construction management and CQA for Cell 4. Construction management and CQA work will be procured separately for the relocation of the Transfer Station and Landfill expansion (additional waste disposal cells). The Successful firm will not be precluded from participating in a future procurement.*

23. Please confirm that the County is requesting performance bonds for professional engineering design services. Such a requirement is highly unusual and will add unnecessary costs to the project.

*The Authority strikes the performance bond requirement (Appendix 8 of draft contract).*

24. The SOW states that the tasks are those minimally necessary to meet the County's stated project goals. Is there time period for the stated project goals to consider?

*See response to Question 21.*

25. Please confirm that the services to be provided are professional engineering and design services and that the appropriate standard of care is generally accepted professional practices. We are concerned that any other standard may not be insurable.

*The appropriate standard of care for professional engineering and design services under this scope of work shall be defined as ordinary and reasonable care per acceptable industry practices for similar services, circumstances, or conditions.*

26. The standard of workmanship is not a standard that can be covered by the professionals practice insurance policy. Will the County accept the normal standard of care specifying generally accepted professional practices? Neither "highest standard" nor "best skill" is definable by insurance underwriters.

*The County will accept ordinary and reasonable care per acceptable industry practices that are applied for similar scopes of work.*

27. Because professional engineering and consulting firms' insurance will not cover warranties and because it is not appropriate for such firms to offer warranties. Will the County remove the reference to warranties in the final contract?

*Representations and Warranties section of contract shall remain. The Authority strikes warranties as it relates to materials, equipment, tools, and supplies. See updated contract.*

28. It is noticed that the draft service agreement is tailored as a construction contract. Accordingly, many of the terms are not appropriate for a design engineer. Will the contract be modified to reflect the design services of the statement of work?

*Attached is an updated draft contract. See responses to Question 23 and Question 27.*

29. §6.03: What designs, plans, drawings, and specifications are referred to in this section?

*The Work Specifications are the specification provided by the County.*

30. §10.02: Design and conceptual design requires review and comment by the Authority as part of the process. Please confirm that this clause is appropriate for an engineering services contract.

*Effect of Authority Approvals shall remain as stated.*

31. Professional engineering consulting firms can only indemnify a party to the extent of damages due to its negligence or for which a consultant is legally liable. Will the county agree to adjust the indemnification provisions accordingly?

*Indemnification shall remain as stated. The indemnification provision provides that such indemnification is allowed to the fullest extent permitted by law.*

32. §10.06: Please consider deletion of this clause as this is an 8-year contract and it is impossible to predict changes in law. Often times laws conflict and we will use our best judgement to coordinate differences and so advise the Authority.

*Change in Law section shall remain as stated.*

33. Liquidated Damages are defined and identified at \$100/day. This is highly unusual for engineering services. Will the County consider removing this?

*The Authority strikes liquidated damages. See updated contract.*

34. Will the County accept a contractual requirement to maintain the required insurance throughout the duration of the contract?

*The Contractor shall provide a Certification of Insurance per the Required Insurance of contract.*

35. It is not possible to name the County as an insured on any insurance policy. Will the County accept being named as an additional insured on the contractor's liability insurance?

*Yes - The County shall be named as "an additional insured" for purposes of the Contractor's liability insurance. See updated draft contract.*

36. Contractual liability coverage is included in all general liability insurance policies. It is not possible to provide that coverage on a professional liability insurance policy. Will the County accept an insurance certificate without this requirement?

*Yes. See updated contract.*

37. RFP states: The Offeror must reference at least one project that was completed within the last three (3) years. Does a project in which design is complete, but is under construction meet that requirement?

*Yes.*

38. Can current Authority on-call consultants prepare their proposals assuming the terms and conditions of the on-call contract will apply? Therefore, the on-call consultant would work under the on-call contract and thus not include comments on the draft contract included with the RFP.

*The on-call contracts do not apply to this procurement. See updated draft contract.*

39. Is there a maximum page limit for each section? Can the page limits be clarified, by section?

*Please see Section 1.6 of the RFP. There is a maximum page limit per section. Also see the Answer to Question 48 below.*

40. For Task 3b: Northern Landfill Expansion Design and Permitting Package – Is this also a 100% level design?

*Yes – This is a 100% level design and permitting package. The construction procurement and support will be under a separate procurement.*

41. Section 4.3, p. 14: What is meant by (Offeror's approach to) the "Duration of the Project Schedule" under item #2 in Evaluation considerations?

*The reference refers to the length and feasibility of schedule, based on Offeror's approach to proposed designs.*

42. The SOW calls for conceptual and final design for a Resource Recovery Park (RRP) and for Landfill expansion, but Stakeholder engagement is indicated as "if required". Is the County open to conducting some stakeholder engagement as part of the required Tasks to ensure a broad understanding and gain input/insights from stakeholders to be identified?

*Yes.*

43. Does each team have freedom to suggest changes to Tasks 3a and 3b to streamline effort while meeting the County's needs for design and permitting for landfill expansion?

*Yes, assuming all items identified in scope are addressed.*

44. Are the tasks presented chronologically or does each team have freedom to suggest a project schedule with tasks in a different order that meets the County's overall needs?

*Tasks may be presented in a different order, as long as all of the items identified in the scope are addressed.*

45. Section 4.1.1.10 indicates “For each of the Component Facilities described in Task 3 and Task 4, develop three to five conceptual plans at the 30% level and up to three conceptual plans at the 60% level (based upon the comments of the County on the 30% concepts).” Please clarify how this meshes with the detailed requirements described in “Design Project Phases” on pages 41 and following of the RFP. Multiple concepts taken to the 60% design level may incur unnecessary costs.

*The Authority strikes Section 4.1.1.10.*

46. Please confirm that the scope for Task 4a is “three to five conceptual plans at the 30% level and up to three conceptual plans at the 60% level (based upon the comments of the County on the 30% concepts)” for an organics/yard waste acceptance and processing facility. Multiple concepts taken to the 60% design level may incur unnecessary costs.

*The Authority strikes Section 4.1.1.10.*

47. Do the “three to five conceptual plans at the 30% level and up to three conceptual plans at the 60% level (based upon the comments of the County on the 30% concepts)” apply to Task 4b?

*The Authority strikes Section 4.1.1.10.*

48. Please consider allowing up to five (5) additional pages for “Section 6 – Work Plan and Project Schedule” to provide space for describing our approach to meet the extensive scope of work.

*The Authority will allow up to five additional pages for Section 6.*

49. Contract Recitals, Paragraph 2: Please note that the contract states the County recently acquired 325 acres; however, the RFP states the total acquired property footprint is 326 acres.

*Assume 326 acres.*

50. Under 7.2 of Contract, please define who the “inspector” and “Authority’s Representative” are as referenced in the sentence of the section and how they are different from the Authority Project Manager and/or the County.

*See updated contract.*

51. Is there a current utilities map of the site that can be provided to the Offeror upon Award or is it expected that the Offeror will need to locate all potential utilities either through previously received documentation or field investigations?

*Consultant will be required to do their own field investigations.*



52. For the 75% level Resource Recovery Park Master Plan design, is it expected that the Offeror will complete the Master Plan in a separate contract or is expected that all documentation, etc. be submitted to the County for completion by others?

*The design for the Resource Recovery Park Master Plan will be up to a 75% level conceptual design. The final design, permitting, procurement, construction and construction oversight related to Resource Recovery Park will be conducted under separate procurement[s].*

53. Please confirm all Key Personnel resumes submitted can be double sided, single page. Per page 6 of the RFP (Section 4), it is understood that the resumes should be one page; however, in Section 9, the second column title states “double sided”.

*Key personnel resumes may be double sided, one page.*

54. Is it expected that a stormwater design and permit application is to be performed based off of the 60% design conceptual layouts? On page 10 of the RFP, Task 4a includes Stormwater Design/Permitting; however, on pages 24 or 25, there is no detailed description for this design and permitting.

*Stormwater management plan will need to be addressed for the 75% conceptual level design of Resource Recovery Park. The Authority strikes the permitting requirement for the Resource Recovery Park, including storm water management.*

55. Please confirm that three (minimum) references are to be submitted each per Prime and Key Subcontractor(s). Or three references in total for Prime and Key Subcontractor(s)?

*Three references are required in total for Prime and Key subcontractors. At least one reference shall be included for the Prime.*

56. It is understood that one of the deliverables for this project will be a 75% Resource Recovery Master Plan Design. Does this mean that a second RFP will be issued for the completion of the Master Plan Design?

*See response to Question 52.*

57. Please confirm that the screening protocol requested in the Paragraph 2 of Exhibit 1 Section A is not required as a part of the proposal submission and will be composed/submitted following Proposal Award.

*The screening protocol is required of design contractor/team awarded the contract and is not part of the proposal submission.*

58. Please confirm that it is assumed any permit fees will be paid for directly by the Authority/County.

*Permit Fees will be paid by the County.*

59. For design level estimates, shall a lab and field test cost be assumed? Presently the RFP states that NLF Expansion and Cell 4 Design is to be designed following Task 2, which, most likely, provided information that could impact how Task 3 is completed.

*Yes.*

60. Is aerial imagery and topography captured by drone acceptable?

*Yes.*

61. Please advise if all meetings will be in person or completed via electronically?

*There will be in person and Teams Meetings*

62. For Task 6, does Webex have to be used for Stakeholder meetings or can another platform provided by the Offeror be used?

*The Offeror may use other web-hosting platforms for the meetings, subject to County IT restrictions.*

63. Is the Offeror responsible for completing meeting minutes for all meetings highlighted in Tasks 6 and 7?

*Yes.*

64. For the electronic residential/commercial survey, is there a specific program that should be used?

*No.*

65. Is AutoCAD Civil 3D an acceptable format for electronic drawing submissions? Or AutoCAD Civil 3D files converted to be used in Bentley Microstation V8 format?

*AutoCAD Civil 3D is acceptable.*

66. Is the Design Kickoff Meeting for Tasks 3A and 3B to occur in person or remotely?

*In Person.*

67. It is understood that Task 3B shall require the performance of geologic, hydrogeologic, geotechnical and other investigations for determination of a suitable landfill expansion under Exhibit 3, Phase I, Paragraph 5. Has the County recently performed any investigations around Cell 4 predominantly with regards to any hydrogeological studies to confirm that the permitted subgrade is still suitable? Please provide a copy of the design documents prepared by SCS Engineers, as referenced in Exhibit 3, Project Description, Task 3a, Paragraph 1.

*No recent investigations around Cell 4 have been conducted. County will provide the design documents prepared by SCS.*

68. Are the Federal and State Permits listed under Exhibit 3, Phase II anticipated to be required for Task 3A completion and/or Task 3B completion?

*Yes – For Task 3A and Task 3B.*

69. Exhibit 3, Phase III references to Cell XX, which matches cell reference in Exhibit 3, Project Description Task 3b; however, Exhibit, Phase III is only meant for Task 3a. Please confirm all references to Cell XX should be Cell 4.

*The reference to Cell XX under Phase 3 – Construction Documents (Task 3a only) should be Cell 4.*

70. Please advise if a total cost for Bidding Phase Services shall be assumed for the proposal.

*Bidding support costs shall be assumed for Cell 4 construction.*

71. Is the Offeror responsible for composing meeting minutes during the Construction or will these be completed by the CM/I?

*Meeting minutes will be prepared by design engineer/team (Offeror) as it relates to Cell 4.*

72. How many days should be assumed for the construction schedule?

*The construction schedule shall be proposed by the Design services contractor/team*

73. Please advise if a total cost for Construction Phase Services shall be assumed for the proposal? If not, please advise how many meetings attended shall be assumed, how many RFIs responded to, submittals reviewed, and additional site visits/conflict meetings attended? Can it be assumed the progress meetings for the construction project will occur on a monthly or bi-weekly basis?

*Costs for bid support services and CQA shall be included for the Cell 4 construction phase services. Progress meeting during construction project may be bi-weekly or monthly at the Authority's discretion. Offeror shall use its own professional judgement/experience and propose the number of meetings, RFIs, submittals reviewed, and additional site visits. Offeror shall provide a description of how they will break out the RFI effort (unit cost, etc.).*

74. As the Technical and Price Proposals are to be submitted separately, it is unclear what would be discussed in Section 7 of the Technical Proposal. Please clarify.

*Section 7 is the Price Proposal.*

75. The reference forms included in the RFP are almost identical to those included in the Authority's recent RFP for on-call contract. We plan to use a subset of these same references for the Carroll County RFP. As repeated requests for references can deleteriously strain the client-consultant relationship, especially when the request would come in near-identical format to a very recent request, can we simply direct the Authority and County to review our previously submitted reference forms?

*Yes. Offeror shall note this in their proposal.*

Attachments

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