

**EXHIBIT A**

**SCOPE OF WORK AND SPECIFICATIONS**

The “Project” means the completely operational landfill gas-to-energy system at the Landfill, which shall be designed, engineered, permitted, procured, constructed, started-up, tested, operated and maintained by Contractor in accordance with this Agreement. The Scope of Work for the Project consists of all work necessary to complete the Project, including, but not limited to, system design, permitting, civil site work, utility improvements and interfaces, construction, installation and testing of equipment and connection to the PJM power grid system, meeting the performance specifications outlined in this Agreement and functioning in accordance with applicable Laws and Permits and includes the completion of all record documents.

The “Scope of Work” and Specifications for the Project are as follows.

The plant consists of 2 Caterpillar Model G3520 gas engine generator sets and all related subsystems designed to supply approximately 3,040 Kw of electric power to the utility grid. The following summarizes the major components and/or systems that are required for successful operation.

Engine Generator Sets: 2 Caterpillar Model G3520 engine generator sets will be provided. The Cat 3520 is a completely integrated skid mounted package consisting of the engine, generator, and all support systems including start, fuel, lube, and control systems. Each engine is rated at 1,600Kw (4160 volts) at the generator terminals.

Fuel Gas System: The fuel gas system will be capable of providing landfill gas from the existing landfill gas collection system. The fuel gas system at the generating plant will include one automatic fail-safe gas valve, one manual gas valve, primary filter separator, one gas compressor, gas cooler, final gas filter, a single gas analyzer, single gas flow meter, auto shut-off valves at each engine, and all piping and fittings to each engine. The system is designed to provide a maximum of 1300 SCFM of filtered gas to the engine generators at a minimum of 1.5 psig.

The fuel gas system includes any equipment, piping, valves, and fittings between the gas stub-up located in the gas compressor room to the engine generator gas inlet. All gas piping above grade shall be stainless steel. This system includes the following:

- Manual & Automatic Shut-off valves
- Primary coalescing filter tower
- Compressor package, with VFD
- Gas cooler
- Final coalescing filter tower
- Associated piping, valves, fittings, and local temperature & pressure gauges
- Flow measurement device - orifice plate

- Gas Analyzer

Jacket Water and Lube Oil/Aftercooler Cooling Systems: Each engine generator will be provided with two cooling systems (jacket water and lube oil/aftercooler) capable of dissipating the heat through a water-to-air radiator. The jacket water cooling system will be a closed-loop circulating system with an on engine, thermostatically controlled mixing loop, that includes a pre-heater and engine-driven pump. Heat is dissipated through a radiator with one single-speed motor-driven fan. The lube oil/aftercooler cooling will be accomplished through a second closed-loop circulating system with an on engine thermostatically controlled mixing loop, and engine-driven pump and a second coil in the water-to-air radiator.

Each Caterpillar Model G3520 engine cooling system includes:

- One radiator with two single core round finned tube heat exchangers, one for jacket water and one for lube oil/aftercooler
- One single speed 25 HP fan
- Engine mounted driven jacket water pump
- Engine mounted driven lube oil/aftercooler pump
- Lube oil cooler tube and shell heat exchanger
- Aftercooler tube and shell heat exchanger
- Two three-way engine-mounted mixing valves
- One 9Kw Jacket water heater, thermostatically controlled
- Associated valves, fittings, and local temperature and pressure gauges.

Lube Oil Supply and Make-up System: This system consists of a 3,000-gallon storage tank, an air-operated lube oil transfer pump, piping from the lube oil tank to the engine and to the new oil make-up tank. The make-up oil tank will be mounted inside the building on a support structure via a wall mount bracket.

The engines are to be provided with an automatic lube oil makeup system. The lube oil system includes the following:

- 15-gallon oil makeup tank and REN automatic level control
- Associated piping, valves, and fittings
- Oil transfer system including a pneumatic oil pump
- Bayonet oil heater with controls (10kw)
- All lube oil piping shall be socket welded except at the valves.
- Valves to be threaded with unions, before and after, for future removal and service.

Waste Oil Collection System: The waste oil collection system consists of a 1,500-gallon waste oil tank, air-operated waste oil transfer pump, piping from the waste oil tank to the engine. Waste oil from engine oil changes will be

transferred to the 1,500-gallon waste oil storage tank via the waste oil transfer pump and stored until removal. The waste oil system includes the following:

- Oil transfer system including a pneumatic oil pump
- Associated piping, valves, and fittings
- All piping to be socket welded, same as new oil system
- Bayonet oil heater with controls (6kw)
- Crankcase blower drain to waste oil piping inside building and will include isolation valve, and 15-gallon accumulator tank.

Crankcase Ventilation System: The crankcase ventilation system is a forced draft system which uses a small blower to draw out vapors from the crankcase breathers of each engine and discharges them to the outside of the building. The overhead system consists of PVC ducting, valves, and mist eliminator/blower.

Condensate Collecting System: The condensate from the gas system, primary and final gas filters, gas cooler drain trap and main gas header drain will be collected and piped to a new condensate sump which will discharge into the existing condensate handling system at the flare. A 1,000 gallon dual contained storage tank with an air-operated pump will also be installed for back-up to the Authority's system.

Engine Exhaust System: This system includes the exhaust piping, supports, silencer and exhaust stacks. All engines include a critical grade silencer. An insulated exhaust stack inside the building (16" dia.) will connect to the silencer and rise to a minimum 29 feet above grade. The exhaust system will include access ports for emissions testing, with size and location in accordance with air quality standards.

Plant Compressed Air: This system will include a flooded-screw air compressor, vertical air receiver tank, air dryer/filter desiccant (for instrument air only), engine starting system and service connections with water separators. Service connections are provided for use as required for plant maintenance.

Fire Protection System: The system consists of a fire detection system and dry chemical extinguishers for the entire plant. A central fire alarm panel located in the control room monitors the fire detection system. The fire detection system will include several heat detectors wired directly into a central fire alarm panel for remote monitoring. The fire alarm panel is integrated into the plant control system and is designed for orderly plant shutdown upon fire detection. The building will be equipped with a fire detection system in accordance with NFPA standards.

Methane Detection System: The system consists of a methane detection panel and individual sensors located in each room. The methane detection panel is integrated into the engine room ventilation system and incoming plant gas auto

shut-off valve for orderly plant shutdown upon methane detection.

**HVAC System:** The building will be segregated into two rooms: engine room and control/switchgear room. The engine room ventilation air will be drawn in through two grade level intake fans (with temperature switches for high and low speed) and exhausted through two roof-mounted exhaust vents. The control/switchgear room will be provided with a separate HVAC system for control room heating and cooling. Combustion air will be supplied to each engine by the intake fans and drawn into a filter box and ducting for each engine. The facility will be equipped with a fully automatic HVAC system.

**Electrical Systems:** The electric systems are separated into sub-systems (1) low voltage supply, (2) medium voltage power, and (3) distribution voltage to Utility. The low voltage (120/220 & 480 volts) supply system includes a house transformer (4160/480V), 480V Motor Control Center, lighting transformer (480/120V), 120V breaker panel and all lighting and receptacle outlets. The medium voltage power system includes the engine generators, switchgear with load-break switch (for house power), and all generator and Utility protection relays. The distribution voltage to Utility consists of a primary step-up transformer (4160V/13.2KV), outdoor 15KV circuit breaker, metering/relaying CT's and PT's, and Utility interconnect (as provided by BG&E).

**Design Conditions:** The following presents the design conditions associated with the electrical generating plant. These specifications provide a detailed description of the equipment and components selected for the project.

<b>CATEGORY</b>	<b>CRITERIA</b>
<u>Prime Power Generator (per engine)</u>	
Model	CAT G 3520
Speed	1200 RPM
Power (Gross, ISO)	1600 Kw
Generator Voltage	4160V
<u>Plant Parasitic Load</u>	
Landfill Gas Compressor	70 kw each
Gas Cooler	7 kw
Engine Radiators (2)	18 kw each
Plant Lighting, Controls, HVAC	20 Kw Intermit
Crankcase Blower	7 Kw
Ventilation Fans (2)	<u>11 kw each</u>
Total (Kw)	<u>162 kw</u>
<u>Air-to-Water Radiator Cooler</u>	
Maximum Ambient Temperature	110 <sup>0</sup> F

Fuel Gas System

Maximum Gas Flow	1,300 Dry SCFM
Gas Supply Temperature	
Maximum	120 <sup>0</sup> F
Minimum	50 <sup>0</sup> F
Maximum Negative Pressure on Field	3.0 PSI
Minimum Pressure to Engine	1.5 PSI
Final Gas Filter Effy. (>.3 micron)	99.9%

Plant Ventilation Supply

Outside Air Temperature	100 <sup>0</sup> F
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Existing Project Site Conditions are native  
earth free of all waste

Minimum Soil Bearing Pressure	2,500 psf
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5. An interconnection will be provided from the Millersville project step-up transformer to the electric distribution system. The point of interconnection will be as forth in the Interconnection and Operating Agreements for the Millersville Project.
  6. Contractor shall implement such noise reduction measures as are required to meet noise level requirements under applicable Laws for adjoining properties. Contractor will incorporate directionalizing noise sources during design phase to ensure noise source impacts are minimized.
- C. Subject to **Section 11.3.2**, Contractor shall perform the Work on the Millersville Project in accordance with the terms and conditions of the Power Purchase Agreement(s) for the Millersville Project and the terms and conditions of the Interconnection and Operating Agreements for the Millersville Project (including, without limitation, performing the Authority's obligations related to the design, engineering, construction, interconnection, testing and operation of the Millersville Project under the Interconnection and Operating Agreements for the Millersville Project).

**EXHIBIT B**

**LANDFILL AND PROJECT SITE**

*To be inserted with information from RFP*

**Brief History and Description of the Millersville Landfill and Resource Recovery Facility (MLRRF) near Severn, Maryland**

The Authority is not guaranteeing any maximum or minimum quality or quantity now or in the future of Landfill Gas at the MLFRRF.

The MLFRRF is located on a 565 acre portion of land located at 389 Burns Crossing Road, approximately 1 mile northwest of Millersville and 1 mile east of Odenton in Anne Arundel County, Maryland. The landfill is owned and operated by Anne Arundel County and is the only active municipal solid waste (MSW) landfill in the county. The MLFRRF is transected by both a stream and a 120 foot wide Baltimore Gas and Electric right-of-way running west to east. The MLFRRF is equipped with extensive leachate collection and treatment systems, gas collection and flaring system, groundwater monitoring wells, cardboard recovery building, citizen drop-off center, scale house and equipment maintenance building.

To date, the landfill has received approximately 13 million cubic yards of municipal solid waste. The entire facility has a capacity for approximately 23 million cubic yards. The landfill handles about 100,000 tons per year of MSW. The landfill consists of nine disposal cells, of which Cell 8 is currently active. Landfill operations began with Cell 1 East in 1975 and moved to Cell 2 in 1976. Filling was completed in Cell 2 and began in Cell 3 in 1978. Cell 4 was filled from 1978 through 1980, when filling was transferred to Cells 5, 6 and 7 from 1980 through 1992. Initially, Cells 5, 6 and 7 were separated by an access road. The three cells were later combined into one cell by filling the valleys created by the access road, and the cell was renamed Cell 567. The county excavated Cell 3 and re-deposited the waste in the active Cell 8. In addition, the county excavated the western section of Cell 1 in 1996 and placed the waste in Cell 8 as part of the Cell 1 closure plan. Cell 8 is currently active and is divided into eight subcells, Subcells 8.1 through 8.8. Cell 8 is expected to be filled by 2014; while cell 9, the last cell, will then receive waste until the 2030s.

All closed cells of the landfill are capped using a geomembrane system. The capping of Cells 1 East, 2, 4 and Cell 567 was completed in 1996. A NSPS-compliant LFG collection and control system was activated in May 1996. The collection system consists of a series of vertical and horizontal extraction wells interconnected by a network of lateral and header piping. LFG is extracted from the wells by a series of LFG blower and conveyed to an enclosed ground flare for combustion.

An interim gas management system for Cell 8 was installed and activated on April 14, 1999. Expansion of the Cell 8 interim system occurred in October 2002. The interim system consists of a series of connections to the existing leachate collection system gravity header of Subcells 8.1 through 8.6 (those areas of Cell 8 with waste greater than 5 years old). LFG is extracted from the leachate collection system, which consists of a series of perforated pipes within a gravel layer set below the waste mass beneath each Subcell, and conveyed to the existing blower/flare station for combustion.

To augment LFG collection from the interim system, the county installed a total of 6 vertical extraction wells in Cell 8 in August 2004. Four additional wells were installed and activated in January 2007. As such, the interim system is no longer required since the County has an NSPS-compliant LFG collection system in place. However, elements of the interim gas collection system remain in place and are operated as necessary to enhance LFG collection from the Cell 8 gas collection system.

The County is currently and will continue to maintain and operate the LFG collection and flare system. The existing LFG collection system includes over 80 vertical extraction wells and 6 horizontal collectors on the closed cells, and connection to the interim gas management system and 10 vertical extraction wells within Cell 8. The following presents a summary of the existing LFG system components and start-up date on each cell of the landfill:

- Cell 1: 4 horizontal collector trenches- startup occurred in June 1996
- Cell 2: 12 active vertical extraction wells- Startup occurred in November 1996 (three Cell 2 wells were decommissioned in June 2008)
- Cell 4: 2 horizontal collector trenches and 7 vertical extraction wells- Startup occurred in August 1996
- Cell 567: 61 active vertical extraction wells- startup occurred in May 1996 (19 wells were decommissioned in June 2008)
- Cell 8 interim gas management system: Connection to the existing leachate gravity header of Subcells 8.1 through 8.6 and modifications to the leachate risers and manholes to prevent air intrusion into the LFG collection system- startup occurred in April 1999 with system expansion in October 2002. Following installation of 6 vertical extraction wells in August 2004 (see below), the interim gas management system was no longer required since the county had an NSPS-compliant LFG collection system in place. However, elements of the interim gas collection system remain in place and are operated as necessary to enhance LFG collection from the Cell 8 gas collection system
- Cell 8 gas management system: 10 vertical extraction wells (EW 8-1 through EW 8-10) - startup occurred in August 2004, with subsequent expansion in January 2007.

The blower/flare station is equipped with a LFG flow meter that measures the flow of LFG to the flare. In addition, the control panel contains a data recorder that provides continuous readouts and storage of flare temperature and LFG flow rates. Site personnel also perform daily monitoring of the blower/flare station, which includes recording continuous flow and temperature measurements. Other

system upgrades have occurred, which include:

- Installation of additional header piping to enable more independent control of the subsystems serving Cells 1 East, 2 and 4; Cell 567; and Cell 8
- Removal of one blower, installation of a variable frequency drive (VFD) on the remaining blower, and addition of two smaller blowers (both with VFD). The flare station now has three blowers in parallel instead of two.
- Modification to the burners in the enclosed flare to improve combustion at lower flows
- Installation of a paperless chart recorder and data logger, for more efficient management of control system operational data such as flow rates and combustion temperature
- Upgrading the alarm response and emergency notification system capabilities,
- Upgrading the PVC pipe at the blower station to HDPE pipe

It is estimated that 5.5 billion cubic feet of gas has been collected and destroyed at the central gas flare between 1994 and 2008. The most recent LFG data from 2008 indicates 1185 scfm of gas at 52.2% methane. It is estimated the quantity of gas will increase when cell 8 is closed and capped.

Since 1995 to present, a majority of county waste has been diverted to a transfer station in an agreement that expires in 2013. After 2013, the waste may continue to be diverted; however it is possible the waste will be disposed in cell 9 of the MLFRRF. The Authority/County make no guarantees of past, present or future quantity nor quality of MSW disposed at the MLFRRF. Over 10 years, 60% of tons disposed at the MLFRRF are construction and demolition debris and bulky waste.

#### Attached Drawings

Attached are drawings showing the layout of the Millersville Landfill Gas Collection and Recovery System respectively, and showing the layout of the MLFRRF and the Project Site for the Project.

**EXHIBIT C**

**FEDERAL REQUIREMENTS FOR USE OF BLOCK GRANT FUNDS  
FEDERAL DAVIS-BACON WAGE REQUIREMENTS**

**EXHIBIT D**  
**PROJECT PERMITS**

It shall be Contractor's responsibility to provide all Project Permits necessary for Contractor to perform the Work in accordance with applicable Laws, including, without limitation, the Project Permit listed in Section 1 of this **Exhibit D**. Contractor shall prepare and process applications for the Project Permits listed in Section 2 of this **Exhibit D**.

**Section 1 – Contractor Permits**

1. Electrical Permits for the Project. Applications will be filed with Anne Arundel County Department of Permitting Services.
2. Building Permit for the Project

**Section 2 – Authority Permits**

1. Maryland Department of the Environment Air Permits to Construct, to be issued in the name of the Authority and the County, for the Millersville Project.
2. Maryland Department of the Environment Air Permits to Operate, to be issued in the name of the Authority and the County, for the Project
3. Verify applicability of Hazardous Waste Use Permit (County permit) for Oil, Coolant, etc.
4. Verify applicability of Spill Prevention, Control and Counter Measures Plan (SPCC)

**EXHIBIT E**  
**O&M STAFFING PLAN**

**Project Staffing**

The Operator/Mechanic will be responsible for the day-to-day operation, maintenance and repair of the power generation facilities in accordance with the operations, safety, maintenance manuals, and procedures developed and approved for the Project Site. The Operator/Mechanic's duties will include performing and documenting daily, weekly, monthly, quarterly, semi-annual, and annual checks on all Contractor supplied equipment as per manufacturers' recommendations and maintaining meters, gauges and recording instrument charts to verify specified temperature, pressure, and flow of gas/liquids throughout the system. All of the system components including, but not limited to: generators, engines, compressors, pumps, electric motors, vessels, valves, transformers, and piping will be checked daily and instrument readings and operational changes will be recorded in daily operation logs. A daily verifiable check list, approved by the Authority, will be maintained and made available to the Authority or the County upon request. Other Operator/Mechanic duties will include: collecting samples of materials (as needed) for laboratory analysis; troubleshooting and repairing equipment; and assisting approved Contractor technicians and subcontractors in connection with larger maintenance tasks, including replacing the heads or a Major Overhaul.

**Staffing Qualifications**

Contractor shall ensure that only qualified persons as referenced herein shall be authorized to perform service on, or operate and monitor the Project and that no person or persons shall be permitted to perform any activities that they are not qualified or do not possess technical ability to perform.

The Operator/Mechanic minimum qualifications are as follows:

- Two to five years mechanical plant operation and maintenance;
- Advanced technical skills related to mechanical and electrical equipment operation and maintenance;
- Ability to read and understand mechanical plans and specifications; and
- Ability to meet physical requirements for driving (pickup truck), walking inspection of improved and unimproved property, lifting and carrying equipment/mechanical components (up to 50 pounds unassisted), carrying and climbing ladders, operating electrical tools (drills, saws, etc.), using hand tools (screwdrivers, wrenches, hammers, etc.) and providing services under varying weather conditions.

**EXHIBIT F**  
**PERFORMANCE TEST PROCEDURES**

**Air Emission Testing**

Contractor will perform air emission testing in accordance with the following US EPA procedures or the procedure required by the local air agency. Air emission testing will occur over a four (4) hour period.

<b>US EPA Methodology</b>	<b>Description</b>
1,2	Volumetric flow rate determination
3a	Instrumental determination of oxygen and carbon dioxide
4	Moisture
7e	Determination of oxides of nitrogen
10	Determination of carbon monoxide concentrations
205	Field verification of Dilution System

**Power Output and Heat Rate Testing**

Contractor will perform performance testing to confirm engine/generator heat rate and gross power output. Testing for heat rate and gross power output will occur simultaneously over an eight (8) hour period.

During the heat rate and gross power output test the following information will be collected and recorded:

- Time
- Inlet air temperature (half-hourly, using thermometer)
- Landfill Gas flow rate (in-plant flow meter, calibrated within ten days of test runs)
- Landfill Gas methane percentage (four, two-hour composite, 5-liter Tedlar bags, sample composited on the half hour, and sent to a contract lab)
- Gross and Net kW output (continuous recording using in-plant switchgear mounted meter)

The average heat rate and gross power output will be calculated from the collected test data.

If a sufficient quantity of 50% methane gas is not available to perform the testing, the engine/generators, then Contractor may, with the Authority's prior written approval, run the Performance Tests on the lower quality and/or quantity of gas. Any adjustments for test results based upon lower quality and/or quantity of Landfill Gas must be mutually agreed upon between the Authority and the Contractor.

**EXHIBIT G**  
**PROGRESS SCHEDULE**

**EXHIBIT H**  
**PROGRESS PAYMENT SCHEDULE**

Contractor will submit to the Authority an invoice for a lump sum amount, upon achievement of the specified Progress Milestones shown below. The Progress Payment Schedule will be as shown in the table below. Ten percent (10%) retainage will be withheld from the invoiced amounts by the Authority in accordance with Section 7.6 of the Agreement.

<b>Progress Milestone</b>	<b>Invoice Percentage</b>
Notice to Proceed, Insurance Certificates, Bond/LOC	10%
Submittal Engineered Drawings for Review	10%
Release of Major Equipment Orders for Manufacturing, to include: <ul style="list-style-type: none"> <li>• Engine/Generator Sets</li> <li>• Landfill Gas Treatment Skid</li> <li>• Transformers</li> <li>• Switchgear</li> </ul>	18%
Mobilization to Job Site	5%
Completion of Structural Foundations	15%
Receipt of Major Equipment at Jobsite or Approved Storage Facility	20%
Electrical Energization of Switchgear	10%
Completion of Performance Testing	2%
Mechanical Completion	10%
Substantial Completion	Release of Retainage
Total:	100%

**EXHIBIT I**  
**INVOICE FORM**

**[Contractor Name]**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Invoice Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Number: \_\_\_\_\_  
Authority Contract Number: \_\_\_\_\_

[Date]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

This invoice is submitted in accordance with the Progress Payment Schedule, Exhibit H, of the Construction, Operation and Maintenance Agreement, dated as of \_\_\_\_\_, 2007 (then "Agreement"), between the Northeast Maryland Waste Disposal Authority and \_\_\_\_\_.

**Milestones Completed**

	Accomplished this Period	See Schedule 1	\$ _____
	Amount Deferred from Last Month		\$ _____
A	<b>Total This Month</b>		\$ _____
	Amount Previously Invoiced		\$ _____
1	Cumulative Total		\$ _____
2	Scheduled Earned Value (from Exhibit H)		\$ _____
B	Amount to be Deferred (if 1>2, then 1-2, if 1<2, then 0)		\$ _____
	<b>This Invoice (A – B)</b>		\$ _____
	<b>Subtotal – Milestones</b>		\$ _____

**Other items completed pursuant to an approved Change In Work**

Item 1	See Attachment A	\$ _____
Item 2	See Attachment B	\$ _____

**Subtotal – Other Items** \$ \_\_\_\_\_

**Total Invoice in U.S. Dollars** \$ \_\_\_\_\_

**Cumulative Billing Summary**

<b>Total Contract</b>	<b>Progress Payments</b>	<b>Other Payments</b>	<b>Total</b>
<b>Previously Invoiced</b>	\$ _____	\$ _____	\$ _____
<b>Current Invoice</b>	\$ _____	\$ _____	\$ _____
<b>Total Invoiced to Date</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

**Retainage Security (10%)**

Previous amount	\$ _____
Current amount	\$ _____
<b>Current Retainage Security Amount</b>	<b>\$ _____</b>

Please wire transfer payment to:

The undersigned hereby certifies that they are duly authorized to sign this invoice and to the best of Contractor's knowledge, information and belief the Work covered by this invoice has been completed in accordance with the Agreement and that current payment shown herein is now due.

[CONTRACTOR]

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

**Schedule 1**

<b>Milestone Events Accomplished this Period</b>				
<b>Payment Milestone</b>	<b>Milestone %</b>	<b>Amount</b>	<b>Reference</b>	<b>Notes</b>
	____%	\$_____	Attachment A1	
	____%	\$_____	Attachment A2	
	____%	\$_____	Attachment A3	
<b>Total</b>	____%	\$_____		

**EXHIBIT J-1**

**FORM OF CONTRACTOR CERTIFICATE OF INTERIM LIEN WAIVER**

THIS CONTRACTOR CERTIFICATE OF INTERIM LIEN WAIVER (this "Certificate") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_, having a business address at \_\_\_\_\_ ("Contractor"), contractor to the Northeast Maryland Waste Disposal Authority, a body politic and corporate organized and existing under the laws of the State of Maryland, having a business address at Tower II – Suite 402, 100 South Charles Street, Baltimore, Maryland 21201 (the "Authority"), relating to a Construction, Operation and Maintenance Agreement between Contractor and the Authority, dated as of \_\_\_\_\_, 2010, as the same may be amended from time to time (the "Agreement"), for the performance or furnishing of certain work, labor, supervision, services, materials and equipment in connection with the design, engineering, procurement, project management, construction, interconnection, interface engineering, start-up, supervision and testing of the Project. Each capitalized term used and not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

Contractor, on behalf of itself and all parties claiming any interest in or through Contractor and for Contractor's and their successors and assigns, and those acting by or through any of the foregoing, for and in consideration of \_\_\_\_\_ and \_\_\_\_/100 U.S. DOLLARS (U.S. \$ \_\_\_\_\_), does hereby unconditionally and irrevocably waive, release, remise, relinquish and quit-claim all actions, claims and demands, of any kind whatsoever, for all labor, services, materials and equipment, furnished through the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by or through Contractor to the Authority for the Work, which Contractor ever had, or now has, against the Projects, the Project Site or the Landfill or against the County, the Authority and their respective insurers, sureties, members, employees, officers, directors, representatives, agents, and all parties acting for any of them (collectively the "Releasee Entities"), including, without limitation, all claims related to, in connection with, or arising out of all facts, acts, events, circumstances, changes or extra work, constructive or actual delays or accelerations, interferences and the like which have occurred or may be claimed to have occurred.

Contractor hereby certifies, represents and warrants that: (a) Contractor has not assigned or pledged any rights or claims in any amount due or to become due from the Authority; (b) no claims from Subcontractors, mechanics or materialmen have been submitted to Contractor with respect to the Work or remain unsatisfied as of the date of this Certificate; (c) no mechanics or material or materialmen's liens have been filed with respect to the Work; and (d) payment has been made to all Subcontractors, consultants, employees, laborers and material suppliers, at all tiers, and all other entities, for all labor, services, materials and equipment furnished by or through Contractor for the Work through the date hereof, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid and all deductions for dues, fees or contributions required to be made in connection with all collective bargaining agreements in existence, if any, which affect any worker(s) providing services for the Work.

Contractor agrees to defend, indemnify and hold the Releasee Entities harmless from and against any and all actions, causes of action, losses or damages of whatever kind, including, without limitation, reasonable attorneys' fees and costs in arbitration and at the pre-trial, trial and appellate levels, which the Releasee Entities may suffer by reason of: (a) any claim made against any of the Releasee Entities, the Project, the Project site or the Landfill relating to labor, services, materials or equipment furnished by or through Contractor through the date hereof, or (b) any breach of any representation or warranty made by Contractor to the Releasee Entities, including the representations and warranties included herein, any

false statement made in this Certificate, or any misrepresentation or omission made to the Releasee Entities by Contractor.

Contractor acknowledges and agrees that: (a) the Authority is relying upon the representations and warranties made herein as a material inducement for the Authority to make payment to Contractor; (b) this Certificate is freely and voluntarily given by Contractor and Contractor has had the advice of counsel in connection herewith and is fully informed as to the legal effects of this Certificate and Contractor has voluntarily accepted the terms of this Certificate for the consideration recited above; and (c) the tendering of payment by the Authority and the receipt of payment and the execution of this Certificate by Contractor shall not, in any manner whatsoever, release Contractor from: (i) its continuing obligations with respect to the completion of any Work on the Project that remains incomplete, including, without limitation, Punchlist items, warranty work or the correction of defective or non-conforming Work; (ii) any contractual, statutory or common law obligations of Contractor with respect to any of the Releasee Entities; or (iii) any other obligations of Contractor with respect to any of the Releasee Entities.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE APPEARS ON FOLLOWING PAGE]**

Contractor hereby certifies, represents and warrants to the Authority that the undersigned individual (“Signatory”) is duly authorized, and the Signatory hereby represents that he/she has been duly authorized by and on behalf of Contractor to execute this Certificate as of the date first above written.

[CONTRACTOR]

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me, a Notary Public in and for the State of \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
Name:

My Commission Expires: \_\_\_\_\_

**EXHIBIT J-2**

**FORM OF SUBCONTRACTOR CERTIFICATE OF INTERIM LIEN WAIVER**

THIS SUBCONTRACTOR CERTIFICATE OF INTERIM LIEN WAIVER (this "Certificate") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_, having a business address at \_\_\_\_\_ ("Releasor"), subcontractor to \_\_\_\_\_, a \_\_\_\_\_, having a business address at \_\_\_\_\_ ("Contractor"), for the performance or furnishing of certain work in connection with the design, engineering, procurement, construction, start-up and testing of landfill gas electric generating facility (the "Project") for the Northeast Maryland Waste Disposal Authority, a body politic and corporate organized and existing under the laws of the State of Maryland (the "Authority"), pursuant to a Construction, Operation and Maintenance Agreement between Contractor and the Authority, dated as of \_\_\_\_\_ \_\_, 2010, as the same may be amended from time to time (the "Agreement").

Releasor, on behalf of itself and all parties claiming any interest in or through Releasor and for Releasor's and their successors and assigns, and those acting by or through any of the foregoing, for and in consideration of \_\_\_\_\_ and \_\_\_\_/100 U.S. DOLLARS (U.S. \$ \_\_\_\_\_), does hereby unconditionally and irrevocably waive, release, remise, relinquish and quit-claim all actions, claims and demands, of any kind whatsoever, for all labor, services, materials and equipment, furnished through the \_\_\_\_ day of \_\_\_\_\_ \_\_\_\_, by or through Releasor to Contractor for the Project, which Releasor ever had, or now has, against the Project, the property on which the Project is located or the property on which the adjacent MLFRRF is located, or against the Authority, Anne Arundel County, Maryland, Contractor and their respective partners, parents, subsidiaries and affiliates, at all tiers, and their insurers, sureties, members, officers, directors, representatives, shareholders, agents, and all parties acting for any of them (collectively the "Releasee Entities"), including, without limitation, all claims related to, in connection with, or arising out of all facts, acts, events, circumstances, changes or extra work, constructive or actual delays or accelerations, interferences and the like which have occurred or may be claimed to have occurred.

Releasor hereby certifies, represents and warrants that: (a) Releasor has not assigned or pledged any rights or claims in any amount due or to become due from Contractor; (b) no claims from subcontractors, vendors, mechanics or materialmen have been submitted to Releasor with respect to the Work that remain unsatisfied as of the date of this Certificate; (c) no mechanics or material or materialmen's liens have been filed with respect to the Work; and (d) payment has been made to all subcontractors, laborers and material suppliers, at all tiers, and all other entities, for all labor, services, materials and equipment furnished by or through Releasor for the Work through the date hereof, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid and all deductions for dues, fees or contributions required to be made in connection with all collective bargaining agreements in existence, if any, which affect any worker(s) providing services for the Work.

Releasor agrees to defend, indemnify and hold the Releasee Entities harmless from and against any and all actions, causes of action, losses or damages of whatever kind, including, without limitation, reasonable attorneys' fees and costs in arbitration and at the pre-trial, trial and appellate levels, which the Releasee Entities may suffer by reason of: (a) any claim made against any of the Releasee Entities, the Project, the Project site or the MLFRRF relating to labor, services, materials or equipment furnished by or through Releasor through the date hereof, or (b) any breach of any representation or warranty made by Releasor to the Releasee Entities, including the representations and warranties included herein, any false

statement made in this Certificate, or any misrepresentation or omission made to the Releasee Entities by Releasor.

Releasor acknowledges and agrees that: (a) Contractor and the Authority are relying upon the representations and warranties made herein as a material inducement for Contractor to make payment to Releasor; (b) this Certificate is freely and voluntarily given by Releasor and Releasor has had the advice of counsel in connection herewith and is fully informed as to the legal effects of this Certificate and Releasor has voluntarily accepted the terms of this Certificate for the consideration recited above; and (c) the tendering of payment by Contractor and the receipt of payment and the execution of this Certificate by Releasor shall not, in any manner whatsoever, release Releasor from: (i) its continuing obligations with respect to the completion of any work on the Project that remains incomplete, including, without limitation, punchlist work, warranty work or the correction of defective or non-conforming work; (ii) any contractual, statutory or common law obligations of Releasor with respect to any of the Releasee Entities; or (iii) any other obligations of Releasor with respect to any of the Releasee Entities.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE APPEARS ON FOLLOWING PAGE]**

Releasor hereby certifies, represents and warrants to the Releasee Entities that the undersigned individual (“Signatory”) is duly authorized, and the Signatory hereby represents that he/she has been duly authorized by and on behalf of Releasor to execute this Certificate as of the date first above written.

[RELEASOR]

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me, a Notary Public in and for the State of \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
Name:

My Commission Expires: \_\_\_\_\_

**EXHIBIT K**

**FORM OF LETTER OF CREDIT**

Northeast Maryland Waste Disposal Authority  
Tower II – Suite 402  
100 South Charles Street  
Baltimore, Maryland 21201  
Attention: \_\_\_\_\_

Re: Irrevocable Standby Letter of Credit No. \_\_\_\_\_

We hereby establish in your favor this Irrevocable Standby Letter of Credit No. \_\_\_\_\_ (this "Letter of Credit") for the account of \_\_\_\_\_, a \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Contractor"), effective immediately and expiring on the date set forth in numbered paragraphs 5 and 6 hereof.

This Letter of Credit, we are informed, is issued pursuant to the terms of the Construction, Operation and Maintenance Agreement, dated as of \_\_\_\_\_, 2010, between the Northeast Maryland Waste Disposal Authority, a body politic and corporate organized under the laws of the State of Maryland (the "Authority") and Contractor, as the same may be amended from time to time (the "Agreement") for the design, engineering, procurement, construction, start-up and testing of a landfill gas electric generating facilities located in Anne Arundel County, Maryland.

1. Stated Amount. The aggregate amount of funds available at any time under this Letter of Credit shall not be in excess of U.S. \$ \_\_\_\_\_.
2. Drawings. A drawing hereunder may be made by you on any Business Day on or prior to the date this Letter of Credit expires by delivering to [L.C. issuing bank], at any time during its business hours on such Business Day, at \_\_\_\_\_ or at such other address as may be designated by written notice delivered to you as contemplated by numbered paragraph 9 hereof), an executed copy of this Letter of Credit together with (i) a Draw Certificate executed by an authorized person substantially in the form of Attachment A hereto (the "Draw Certificate"), appropriately completed and purportedly signed by your authorized officer and (ii) your draft substantially in the form of Attachment B hereto (the "Draft"), appropriately completed and purportedly signed by your authorized officer. Partial drawings and multiple presentations may be made under this Letter of Credit. Draw Certificates and Drafts under this Letter of Credit may be presented by you by means of original documents sent by overnight delivery or courier to [L.C. issuing bank], at its address set forth above Attention: \_\_\_\_\_ (or at such other address as may be designated by written notice delivered to you as contemplated by numbered paragraph 9 hereof).
3. Time and Method for Payment. We hereby agree to honor a drawing hereunder made in compliance with this Letter of Credit by transferring in immediately available funds the amount specified in the Draft delivered to us in connection with such drawing to such account at such bank in the United States as you may specify in your Draw Certificate at the opening of business on the second Business Day succeeding the date of presentation of the Draw Certificate. For clarification, we agree to honor the Draw Certificate upon receipt thereof, without regard to the truth or falsity of the assertions made therein.
4. Non-Conforming Demands. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice

that the demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, you may correct any such non-conforming demand prior to the expiration date set forth in paragraph 5 hereof.

5. Expiration. This Letter of Credit shall automatically expire at the close of business on \_\_\_\_\_, \_\_\_\_\_ (or such later date to which this Letter of Credit may be extended in accordance with the provisions of numbered paragraph 6 hereof), or the date on which we receive a Cancellation Certificate in the form of Attachment C hereto purportedly executed by your authorized officer upon which this Letter of Credit shall be cancelled.
6. Rollover. The Letter of Credit shall be deemed automatically extended without amendment for additional periods of one (1) year each from the present or any future expiration date, unless at least ninety (90) days prior to any such expiration date we shall notify you by registered mail or overnight courier at the above address (or such other address as may be designated by you as contemplated by numbered paragraph 9 hereof) that we elect not to consider this Letter of Credit extended for any such additional one (1) year period.
7. Business Day. As used herein, "Business Day" shall mean any day on which commercial banks are not authorized or required to close in the State of Maryland.
8. Governing Law. Except as otherwise expressly stated herein, this Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500 ("Uniform Customs") and any successor thereto. As to matters not addressed by the Uniform Customs, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of Maryland.
9. Notices. All communications to you in respect of this Letter of Credit shall be in writing and shall be delivered to the address shown for you herein before or such other address as may from time to time be designated by you in a written notice to us. All documents to be presented to us hereunder and all other communications to us in respect of this Letter of Credit, which other communications shall be in writing, shall be delivered to the address for us indicated on the signature page hereof, or such other address as may from time to time be designated by us in a written notice to you.
10. Irrevocability. This Letter of Credit is irrevocable.
11. Transferability. We shall not authorize any transfer of this Letter of Credit until a transfer certificate, substantially in the form of Attachment D hereto, is completed to our satisfaction and received by us.
12. Complete Agreement. 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, except for the Uniform Customs and Attachments A, B, C and D hereto and the notices referred to herein and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.

Sincerely,

[L.C. issuing bank]

Address:

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ATTACHMENT A  
FORM OF DRAW CERTIFICATE

The Northeast Maryland Waste Disposal Authority (“Beneficiary”) hereby certifies to [L.C. issuing bank] (the “Issuer”), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the “Letter of Credit”) issued by Issuer in favor of the Beneficiary (capitalized terms used and not defined herein shall have the respective meanings set forth in the Letter of Credit), as follows:

- (1) The undersigned is the \_\_\_\_\_ of Beneficiary and is duly authorized by Beneficiary to execute and deliver this Certificate on behalf of Beneficiary.
- (2) Beneficiary hereby makes demand against the Letter of Credit by Beneficiary’s presentation of the draft accompanying this Certificate, for payment of (U.S.\$\_\_\_\_\_), such amount, when aggregated together with any amount not drawn down, is not in excess of the Stated Amount (as in effect of the date hereof).
- (3) Beneficiary is entitled to draw the amount set forth in paragraph 2 hereof because the conditions for a drawing pursuant to the Agreement have been met.
- (4) You are hereby directed to make payment of the requested drawing to:

[Insert Wire Instructions]

Northeast Maryland Waste Disposal Authority

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

Name:

Title:

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

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENT B

DRAWING UNDER IRREVOCABLE LETTER OF CREDIT NO. -----

Date:

ON: The second Business Day immediately succeeding the date of presentation

PAY TO: Northeast Maryland Waste Disposal Authority

\$\_\_\_\_\_ U.S.

FOR VALUE RECEIVED AND CHARGE TO THE ACCOUNT OF LETTER OF CREDIT NO.

\_\_\_\_\_.

Northeast Maryland Waste Disposal Authority

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

Name:

Title:

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

\_\_\_\_\_

\_\_\_\_\_

ATTACHMENT C

CANCELLATION CERTIFICATE

Irrevocable Letter of Credit No. \_\_\_\_\_

The Northeast Maryland Waste Disposal Authority (“Beneficiary”) hereby certifies to [L.C. issuing bank] (“Issuer”), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ issued by Issuer to Beneficiary (the “Letter of Credit”; capitalized terms used and not defined herein shall have the respective meanings set forth in the Letter of Credit), that either (i) Contractor has satisfied all of its outstanding obligations and paid all amounts remaining due under the Agreement or (ii) the Agreement has been terminated and Contractor has satisfied all of its outstanding obligations and paid all amounts remaining due under the Agreement following such termination. Pursuant to numbered paragraph 5 thereof, the Letter of Credit shall expire upon Issuer’s receipt of this certificate. Attached hereto is the Letter of Credit marked “Canceled”.

Northeast Maryland Waste Disposal Authority

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

Name:

Title:

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

ATTACHMENT D  
TRANSFER CERTIFICATE

Irrevocable Letter of Credit No. \_\_\_\_\_

The Northeast Maryland Waste Disposal Authority (“Beneficiary”) hereby certifies to [L.C. issuing bank] (“Issuer”), with reference to Irrevocable Standby Letter of Credit No. \_\_\_\_\_ (the “Letter of Credit”; capitalized terms used and not defined herein shall have the respective meanings set forth in the Letter of Credit), that for value received Beneficiary hereby irrevocably transfers to \_\_\_\_\_ (the “Transferee”) all rights of the undersigned under the Letter of Credit, including all rights of the undersigned to draw under the Letter of Credit and to execute and deliver drafts and draw certificates with respect hereto.

Beneficiary hereby certifies that the Transferee has agreed in writing for Contractor’s benefit to be bound by the provisions set forth herein.

By this transfer, all rights of Beneficiary under the Letter of Credit are transferred to Transferee and Transferee shall have sole rights with respect to the Letter of Credit relating to any amendments thereof and any notices thereunder; and all references to “Beneficiary” or the “Authority” in the Letter of Credit, any drawing certificate in the form of Attachment A or the other attachments to the Letter of Credit shall be deemed to mean the Transferee. All amendments are to be advised directly to the Transferee without necessity of any consent of or notice to the undersigned. Simultaneous with delivery of this notice to Issuer, a copy of this notice is being transmitted to Transferee.

The Letter of Credit is returned herewith and Issuer is requested to endorse the transfer on the reverse thereof and forward it with your customary notice of transfer directly to the Transferee at the following address: \_\_\_\_\_.

Northeast Maryland Waste Disposal Authority

By: \_\_\_\_\_  
Name:  
Title:

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

**SIGNATURE GUARANTEED**

The First Beneficiary’s signature(s) with title(s) conforms with that on file with us and such is/are authorized for the execution of this instrument.

\_\_\_\_\_

(Name of Bank)

---

(Bank Address)

---

(City, State, Zip Code)

---

(Telephone Number)

---

(Authorized Name and Title)

---

(Authorized Signature)

EXHIBIT L

PERFORMANCE GUARANTEES

Part I – Performance Guarantees

Contractor guarantees that the Millersville Project shall meet the power generation guarantees, emission guarantees and heat rate guarantees set forth below (collectively, the “Performance Guarantees”) based upon the Landfill Gas specifications set forth below.

**Power Generation Guarantees**

Engine/Generator Set	Caterpillar 3520
Gross Power Output	1600 kW

**Emission Guarantees**

Contractor guarantees that the engine/generator sets provided under this Agreement will meet the emissions standards set forth below, when operating at 100% capacity

<b>Caterpillar 3520</b>	
<b>Pollutant</b>	<b>Emission Level</b>
NOx	0.6 g/bhp-hr
CO	3.3 g/bhp-hr
VOC	0.3 g/bhp-hr

**Heat Rate Guarantee**

Contractor guarantees that the gross heat rate for the engine/generator sets will be equal to or better than the following when the engine/generator set is operated at one hundred percent (100%) output capacity on Landfill Gas at 50% methane

Engine # 1

9978 Btu/kW-hr (LHV) at 50% methane

Engine # 2

9978 Btu/kW-hr (LHV) at 50% methane

**Landfill Gas Specification**

The Performance Guarantees listed above shall apply if the methane content of the Landfill Gas is within the acceptable range limits of forty-two percent to fifty percent (42%-50%), and if a sufficient quantity of Landfill Gas is available.

In the event that the quantity of the Landfill Gas is not sufficient, and/or if the methane content of the Landfill Gas falls below operable ranges specified above, then Authority and the Contractor will mutually agree to modifications to the Performance Guarantees to adjust for the lower quality and/or quantity of Landfill Gas.

### **Minimum Performance Guarantees**

The “Minimum Performance Guarantees” shall be (a) ninety percent (90%) of the Power Generation Guarantees set forth above, (b) one hundred percent (100%) of the Emission Guarantees set forth above, and (c) one hundred ten percent (110%) of the Heat Rate Guarantee. This Minimum Performance Guarantee is subject to the Landfill Gas Fuel Specification set forth above.

### **Performance Guarantee Liquidated Damages**

If the Substantial Completion Date for the Project is not achieved based on the Minimum Performance Guarantees, then for each day between the Substantial Completion Date for such Project and the date on which the Performance Test Report from Contractor demonstrates satisfaction of the Minimum Performance Guarantees for such Project, Contractor shall pay the Authority Two Thousand Five Hundred Dollars (\$2,500) per day for the Millersville Project.

### **Part II – Availability Bonus/Penalty**

Contractor is guaranteeing a 95% Availability Percentage. If Contractor achieves an Availability Percentage greater than 95%, then Contractor will receive a bonus payment equal to the ratio of the actual on-line availability divided by 95% multiplied by the monthly Service Fee. If Contractor fails to achieve 95% Availability Percentage during a month then the Authority will receive a credit, to be applied against the monthly Service Fee, equal to the ratio of the actual on-line availability divided by 95% multiplied by the monthly Service Fee. Both the bonus and penalty adjustments shall be limited to a maximum of 5% of the monthly Service Fee. The Availability Percentage shall be calculated in accordance with **Section 14.4.2.**

**EXHIBIT M-1**

**FORM OF CONTRACTOR CERTIFICATE OF FINAL LIEN WAIVER**

THIS CONTRACTOR CERTIFICATE OF FINAL LIEN WAIVER (this "Certificate") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_, having a business address at \_\_\_\_\_ ("Contractor"), contractor to the Northeast Maryland Waste Disposal Authority, a body politic and corporate organized and existing under the laws of the State of Maryland, having a business address at Tower II - Suite 402, 100 South Charles Street, Baltimore, Maryland 21201 (the "Authority"), relating to a Construction, Operation and Maintenance Agreement between Contractor and the Authority, dated as of \_\_\_\_\_, 2010, as the same may be amended from time to time (the "Agreement"), for the performance or furnishing of certain work, labor, supervision, services, materials and equipment in connection with the design, engineering, procurement, project management, construction, interconnection, interface engineering, start-up, supervision and testing of the Project. Each capitalized term used and not otherwise defined herein shall have the meaning assigned to such term in the Agreement.

Contractor, on behalf of itself and all parties claiming any interest in or through Contractor and for Contractor's and their successors and assigns, and those acting by or through any of the foregoing, for and in consideration of the sum of \_\_\_\_\_ and \_\_\_/100 U.S. DOLLARS (U.S. \$ \_\_\_\_\_) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, as full and final payment on account of all labor, services, materials and equipment, furnished to the Authority for the Work, does hereby unconditionally and irrevocably waive, release, remise, relinquish and quit-claim all actions, claims and demands, of any kind whatsoever, which Contractor ever had, now has, or may have in the future, known or unknown, against the Project, the Project Site or the Landfill or against the County, the Authority and their respective insurers, sureties, members, employees, officers, directors, representatives, agents, and all parties acting for any of them (collectively the "Releasee Entities"), including, without limitation, all claims related to, in connection with, or arising out of, all facts, acts, events, circumstances, changes or extra work, constructive or actual delays or accelerations, interferences and the like which have occurred or may be claimed to have occurred.

Contractor hereby certifies, represents and warrants that: (a) Contractor has not assigned or pledged any rights or claims in any amount due or to become due from the Authority; (b) no claims from Subcontractors, mechanics or materialmen have been submitted to Contractor with respect to the Work that remain unsatisfied as of the date of this Certificate; (c) no mechanics or material or materialmen's liens have been filed with respect to the Work; (d) payment has been made to all Subcontractors, consultants, employees, laborers and material suppliers, at all tiers, and all other entities, for all labor, services, materials and equipment furnished by or through Contractor for the Work, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid and all deductions for dues, fees or contributions required to be made in connection with all collective bargaining agreements in existence, if any, which affect any worker(s) providing services for the Work; and (e) all contracts with consultants and Subcontractors employed, used or engaged by Contractor in connection with the Work have been completed or have been terminated.

Contractor agrees to defend, indemnify and hold the Releasee Entities harmless from and against any and all actions, causes of action, losses or damages of whatever kind, including, without limitation, reasonable attorneys' fees and costs in arbitration and at the pre-trial, trial and appellate levels, which the Releasee Entities may suffer by reason of: (a) any claim made against any of the Releasee Entities, the

Project, the Project site or the Landfill relating to labor, services, materials or equipment furnished by or through Contractor; or (b) any breach of any representation or warranty made by Contractor to the Releasee Entities, including the representations and warranties included herein, any false statement made in this Certificate, or any misrepresentation or omission made to the Releasee Entities by Contractor.

Contractor acknowledges and agrees that: (a) the Authority is relying upon the representations and warranties made herein as a material inducement for the Authority to make payment to Contractor; (b) this Certificate is freely and voluntarily given by Contractor and Contractor has had the advice of counsel in connection herewith and is fully informed as to the legal effects of this Certificate and Contractor has voluntarily accepted the terms of this Certificate for the consideration recited above; and (c) the tendering of payment by the Authority and the receipt of payment and the execution of this Certificate by Contractor shall not, in any manner whatsoever, release Contractor from: (i) its continuing obligations with respect to the completion of any Work on the Project that remains incomplete, including, without limitation, Punchlist items or warranty work, or the correction of defective or non-conforming Work; (ii) any contractual, statutory or common law obligations of Contractor with respect to any of the Releasee Entities; or (iii) any other obligations of Contractor with respect to any of the Releasee Entities.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE APPEARS ON FOLLOWING PAGE]**

Contractor hereby certifies, represents and warrants to the Authority that the undersigned individual (“Signatory”) is duly authorized, and the Signatory hereby represents that he/she has been duly authorized by and on behalf of Contractor to execute this Certificate as of the date first above written.

[CONTRACTOR]

By: \_\_\_\_\_  
Name:  
Title:



**EXHIBIT M-2**

**FORM OF SUBCONTRACTOR CERTIFICATE OF FINAL LIEN WAIVER**

THIS SUBCONTRACTOR CERTIFICATE OF FINAL LIEN WAIVER (this "Certificate") is made this \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_, having a business address at \_\_\_\_\_ ("Releasor"), subcontractor to \_\_\_\_\_, a \_\_\_\_\_, having a business address at \_\_\_\_\_ ("Contractor"), for the performance or furnishing of certain work in connection with the design, engineering, procurement, construction, start-up and testing of landfill gas electric generating facilities (the "Projects") for the Northeast Maryland Waste Disposal Authority, a body politic and corporate organized and existing under the laws of the State of Maryland (the "Authority"), pursuant to a Construction, Operation and Maintenance Agreement between Contractor and the Authority, dated as of \_\_\_\_\_, 2007, as the same may be amended from time to time (the "Agreement").

Releasor, on behalf of itself and all parties claiming any interest in or through Releasor and for Releasor's and their successors and assigns, and those acting by or through any of the foregoing, for and in consideration of the sum of \_\_\_\_\_ and \_\_\_/100 U.S. DOLLARS (U.S. \$\_\_\_\_\_) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, as full and final payment on account of all labor, services, materials and equipment, furnished to Contractor for the Project, does hereby unconditionally and irrevocably waive, release, remise, relinquish and quit-claim all actions, claims and demands, of any kind whatsoever, which the Releasor ever had, now has, or may have in the future, known or unknown, against the Project, the property on which the Project are located or the property on which the adjacent landfills are located, or against the Authority, Anne Arundel County, Maryland, Contractor and their respective partners, parents, subsidiaries and affiliates, at all tiers, and their insurers, sureties, members, officers, directors, representatives, shareholders, agents, and all parties acting for any of them (collectively the "Releasee Entities"), including, without limitation, all claims related to, in connection with, or arising out of, all facts, acts, events, circumstances, changes or extra work, constructive or actual delays or accelerations, interferences and the like which have occurred or may be claimed to have occurred.

Releasor hereby certifies, represents and warrants that: (a) Releasor has not assigned or pledged any rights or claims in any amount due or to become due from Contractor; (b) no claims from subcontractors, vendors, mechanics or materialmen have been submitted to Releasor with respect to the Work that remain unsatisfied as of the date of this Certificate; (c) no mechanics or material or materialmen's liens have been filed with respect to the Work; and (d) payment has been made to all subcontractors, laborers and material suppliers, at all tiers, and all other entities, for all labor, services, materials and equipment furnished by or through Releasor for the Work, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid and all deductions for dues, fees or contributions required to be made in connection with all collective bargaining agreements in existence, if any, which affect any worker(s) providing services for the Work.

Releasor agrees to defend, indemnify and hold the Releasee Entities harmless from and against any and all actions, causes of action, losses or damages of whatever kind, including, without limitation, reasonable attorneys' fees and costs in arbitration and at the pre-trial, trial and appellate levels, which the Releasee Entities may suffer by reason of: (a) any claim made against any of the Releasee Entities, the Project, the Project site or the landfill relating to labor, services, materials or equipment furnished by or through Releasor, or (b) any breach of any representation or warranty made by Releasor to the Releasee

Entities, including the representations and warranties included herein, any false statement made in this Certificate, or any misrepresentation or omission made to the Releasee Entities by Releasor.

Releasor acknowledges and agrees that: (a) Contractor and the Authority are relying upon the representations and warranties made herein as a material inducement for Contractor to make payment to Releasor; (b) this Certificate is freely and voluntarily given by Releasor and Releasor has had the advice of counsel in connection herewith and is fully informed as to the legal effects of this Certificate and Releasor has voluntarily accepted the terms of this Certificate for the consideration recited above; and (c) the tendering of payment by Contractor and the receipt of payment and the execution of this Certificate by Releasor shall not, in any manner whatsoever, release Releasor from: (i) its continuing obligations with respect to the completion of any work at the Project that remains incomplete, including, without limitation, punchlist work, warranty work or the correction of defective or non-conforming work; (ii) any contractual, statutory or common law obligations of Releasor with respect to any of the Releasee Entities; or (iii) any other obligations of Releasor with respect to any of the Releasee Entities.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE APPEARS ON FOLLOWING PAGE]**

Releasor hereby certifies, represents and warrants to the Releasee Entities that the undersigned individual (“Signatory”) is duly authorized, and the Signatory hereby represents that he/she has been duly authorized by and on behalf of Releasor to execute this Certificate as of the date first above written.

[RELEASOR]

By: \_\_\_\_\_  
Name:  
Title:



**EXHIBIT N-1**  
**FORM OF PERFORMANCE BOND**

**PERFORMANCE BOND**

Principal:

\_\_\_\_\_

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

Principal is a \_\_\_\_\_ of the State of \_\_\_\_\_ and authorized to do business in the State of Maryland.

Surety:

\_\_\_\_\_

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

Surety is a \_\_\_\_\_ of the State of \_\_\_\_\_ and authorized to do business in the State of Maryland.

Obligee: Northeast Maryland Waste Disposal Authority

This Performance Bond is issued in connection with the Construction, Operation and Maintenance Agreement, dated as of \_\_\_\_\_, 2010 (the "Agreement"), between Principal and Obligee for the design, engineering, procurement, construction, start-up and testing of a landfill gas electric generating facility located in Anne Arundel County, Maryland.

Authority Contract Number: \_\_\_\_\_

Maximum Amount of Bond : \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Date of Bond: \_\_\_\_\_, \_\_\_\_\_

Bond Number: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that we, Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the maximum amount of this Performance Bond stated above (the "Maximum Amount"), for the payment of which Maximum Amount we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns,

jointly and severally, firmly by these presents. Where Surety is composed of entities acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Maximum Amount 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 Principal, for the payment of the Maximum Amount.

**WHEREAS**, Principal has entered the Agreement with the Oblige. The Agreement and all items incorporated into the Agreement, together with any and all changes, extensions of time, amendments, modifications or additions to the Agreement or to Principal's obligations to be performed thereunder are hereby incorporated herein by reference.

**NOW, THEREFORE**, during the term of the Agreement and any extensions thereto that may be granted pursuant to the Agreement, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall fully perform all of its obligations under the Agreement, including, but not limited to, performing all of the Work (as such term is defined in the Agreement and hereinafter referred to as the "Work") and Warranties (as such term is defined in the Agreement) and paying any amounts owed to the Oblige under 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 Oblige to be in default under the Agreement, Surety may, within thirty (30) days after notice of such default from the Oblige, notify the Oblige 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 that Surety does not elect to exercise either of the foregoing options within fifteen (15) days after notice of such default from the Oblige, then the Oblige thereupon may have Principal's obligations under the Agreement performed and Surety shall remain liable hereunder for all costs and expenses of such performance up to but not exceeding the Maximum Amount.

Surety hereby stipulates and agrees that no change, extension of time, amendment, modification or addition to the terms of the Agreement, the Work to be performed thereunder or the Specifications (as such term is defined in the Agreement) shall in any way affect its obligations under this Performance Bond, and it does hereby waive notice of any such change, extension of time, amendment, modification or addition.

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 the Surety heading below.

**IN WITNESS WHEREOF**, Principal and Surety have set their hands and seals to this Performance Bond. If any corporation is a signatory under the Principal or the 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 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 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 this Performance Bond shown above.

In Presence of:

Partnership Principal

\_\_\_\_\_ (SEAL)  
 Witness [Name of Partnership]

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

Corporate Principal

Attest:

By: \_\_\_\_\_  
 Name:  
 Title:

\_\_\_\_\_ as to \_\_\_\_\_  
 Secretary [Title]

AFFIX  
CORPORATE  
SEAL

Surety

Attest:

By: \_\_\_\_\_  
 Name:  
 Title:

\_\_\_\_\_ as to \_\_\_\_\_  
 Secretary [Title]

AFFIX  
CORPORATE  
SEAL

Bonding Agent's name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved as to legal form and sufficiency this \_\_\_\_ day of \_\_\_\_\_ 2010.

**DUAL OBLIGEE RIDER TO PERFORMANCE BOND**

To be attached to and form part of Bond No. \_\_\_\_\_ dated the \_\_\_ day of \_\_\_\_\_, 2010, issued by \_\_\_\_\_, as Surety on behalf of \_\_\_\_\_, as Principal, and the Northeast Maryland Waste Disposal Authority (the "Authority"), as Obligee.

WHEREAS, upon the request of the Principal, the attached Performance Bond is hereby amended to add Anne Arundel County, Maryland as an additional obligee (the "Additional Obligee" and together with the Authority, the "Obligees").

The foregoing, however, is subject to the following further provisions:

The liability of the Surety to the Obligees, or either of them, shall in no event exceed the Maximum Amount of the Performance Bond.

In the event Surety is required to make payment to the Obligees under the Performance Bond, the Authority shall have a right to any payment prior to any payment to the Additional Obligee.

Signed, sealed and dated this \_\_\_ day of \_\_\_\_\_, 2010.

Witness:

Principal:

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

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

Witness:

Surety:

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

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

**EXHIBIT N-2**  
**FORM OF PAYMENT BOND**

**PAYMENT BOND**

Principal:

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

Principal is a \_\_\_\_\_ of the State of \_\_\_\_\_ and authorized to do business in the State of Maryland.

Surety:

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

Surety is a \_\_\_\_\_ of the State of \_\_\_\_\_ and authorized to do business in the State of Maryland.

Obligee: Northeast Maryland Waste Disposal Authority

This Payment Bond is issued in connection with the Construction, Operation and Maintenance Agreement, dated as of \_\_\_\_\_, 2010 (the "Agreement"), between Principal and Obligee for the design, engineering, procurement, construction, start-up and testing of a landfill gas electric generating facility located in Anne Arundel County, Maryland.

Authority Contract Number: \_\_\_\_\_

Maximum Amount of Bond : \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

Date of Bond: \_\_\_\_\_, \_\_\_\_\_

Bond Number: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that we, Principal named above and Surety named above, are held and firmly bound unto the Obligee(s) named above in the maximum amount of this Payment Bond stated above (the "Maximum Amount"), for the payment of which Maximum Amount we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. Where Surety is composed of entities acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Maximum Amount

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 Principal, for the payment of the Maximum Amount.

**WHEREAS**, Principal has entered the Agreement with the Oblige. The Agreement and all items incorporated into the Agreement, together with any and all changes, extensions of time, amendments, modifications or additions to the Agreement or to Principal's obligations to be performed thereunder are hereby incorporated herein by reference.

**NOW, THEREFORE**, the condition of this obligation, is such that, if Principal shall promptly make payment to all Claimants (as such term is defined below) for all labor, services, materials, equipment and supplies used in performance of the activities and services provided for in the Agreement, including, but not limited to any design, engineering, procurement, construction, start-up, testing, maintenance, repair, guaranty or warranty required under the Agreement, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, subject to the following conditions:

1. A "Claimant" is any party whose claim derives, directly or indirectly and in full or in part, from the performance of the activities and services under Agreement.

2. Principal and Surety shall comply with the terms and conditions in this Payment Bond.

3. Principal and Surety hereby jointly and severally agree that every Claimant, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's labor or services were done or performed, or materials, equipment or supplies were furnished by such Claimant, or such longer period as may be allowed by applicable law, may sue on this Payment Bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. No such suit shall be commenced hereunder against the Authority, nor shall the Authority be liable for the payment of any costs or expenses of such suit.

4. Surety shall, upon request from any Claimant, provide such Claimant with a copy of this Payment Bond.

5. No suit or action shall be commenced hereunder by any Claimant:

(a) Unless Claimant, other than a Claimant having a contract directly with Principal, shall have given written notice to Principal and Surety, within ninety (90) days after the date on which the last of such Claimant's labor or services were done or performed, or materials, equipment or supplies were furnished by such Claimant, or such longer period as may be allowed by applicable law, or with respect to a claim for rental equipment, within ninety (90) days after the date that the rental equipment was last on the job site available for use, or such longer period as may be allowed by applicable Law (as such term is defined in the Agreement), stating with substantial accuracy the amount claimed and the name of the party for whom the labor or services were done or performed, or to whom the materials, equipment or supplies were furnished. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, one (1) copy in an envelope addressed to Principal, and another copy in an

envelope addressed to Surety, to any place where an office for Principal or Surety, respectively, is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of Maryland, save that such service need not be made by a public officer;

(b) After the expiration of one (1) year following the date of the last performance of the labor or services or completion of delivery of the materials, equipment or supplies by Principal under the Agreement; provided, however, that if any limitation embodied in this Payment Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the maximum period of limitation permitted by such law; and

(c) Other than in any court of competent jurisdiction, and not elsewhere.

6. The maximum amount of this Payment Bond stated above shall be reduced by, and to the extent of, any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be made or filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Payment Bond.

7. Surety hereby stipulates and agrees that no change, extension of time, amendment, modification or addition to the terms of the Agreement shall in any way affect its obligations under this Payment Bond, and it does hereby waive notice of any such change, extension of time, amendment, modification or addition.

8. This Payment 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 the Surety heading below.

**IN WITNESS WHEREOF**, Principal and Surety have set their hands and seals to this Payment Bond. If any corporation is a signatory under the Principal or the 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 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 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 this Payment Bond shown above.

In Presence of:

Partnership Principal

\_\_\_\_\_ (SEAL)

Witness

[Name of Partnership]

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

\_\_\_\_\_ as to \_\_\_\_\_ (SEAL)

-----

Corporate Principal

Attest:

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

Name:

Title:

\_\_\_\_\_ as to \_\_\_\_\_

Secretary

[Title]

AFFIX  
CORPORATE  
SEAL

-----

Surety

Attest:

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

Name:

Title:

\_\_\_\_\_ as to \_\_\_\_\_

Secretary

[Title]

AFFIX  
CORPORATE  
SEAL

Bonding Agent's name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

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Approved as to legal form and sufficiency this \_\_\_\_ day of \_\_\_\_\_ 2010.

**DUAL OBLIGEE RIDER TO PAYMENT BOND**

To be attached to and form part of Bond No. \_\_\_\_\_ dated the \_\_\_ day of \_\_\_\_\_, 2010, issued by \_\_\_\_\_, as Surety on behalf of \_\_\_\_\_, as Principal, and the Northeast Maryland Waste Disposal Authority (the "Authority"), as Obligee.

WHEREAS, upon the request of the Principal, the attached Payment Bond is hereby amended to add Anne Arundel County, Maryland as an additional obligee (the "Additional Obligee" and together with the Authority, the "Obligees").

The foregoing, however, is subject to the following further provisions:

The Surety shall not be liable under this bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal strictly in accordance with the terms of said contract as to payments, and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth.

The liability of the Surety to the Obligees, or either of them, shall in no event exceed the Maximum Amount of the Payment Bond.

In the event Surety is required to make payment to the Obligees under the Payment Bond, the Authority shall have a right to any payment prior to any payment to the Additional Obligee.

Signed, sealed and dated this \_\_\_\_ day of \_\_\_\_\_, 2010.

Witness:

Principal:

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

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

Witness:

Surety:

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

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

**EXHIBIT O**

Intentionally Left Blank

## EXHIBIT P

### PROJECT OPERATION AND MAINTENANCE ACTIVITIES

Contractor will be responsible for the day-to-day operation, maintenance, repair and replacement of the Project (as of the Substantial Completion Date) in accordance with Section 11.4 and the other provisions of this Agreement. Notwithstanding anything in this Exhibit P to the contrary, Contractor shall perform maintenance, including overhauls, on the engine/generator sets in accordance with manufacturer recommendations. The Contractor may only deviate from the engine/generator set maintenance intervals (a) set forth in this Exhibit P or (b) recommended by the manufacturer, with the prior written consent of the Authority, which consent may be granted in the Authority's sole discretion. (This could provide to be costly to Authority as actual wear should be a major part of the decision to perform maintenance intervals. Based on LES' 6.5 million hours of operation we know when parts are likely to fail before guidelines. Any request for such deviations shall be made by Contractor to the Authority in writing and shall include supporting documentation justifying such request.

Contractor's duties include performing and documenting daily, weekly, monthly, quarterly, semi-annual, and annual checks on all equipment as per the manufacturer's recommendations. The system components, including generators, compressors, pumps, electric motors, vessels, valves, transformers, generators, and piping will be checked daily. Other duties will include troubleshooting and repairing the equipment and assisting Subcontractors in larger maintenance tasks such as a Major Overhaul.

#### **Routine Project Maintenance**

The following description of activities is based on maintenance of the Engine. The actual activities for both engine/generators will be based on the requirements delineated in the operation/maintenance manuals supplied by the manufacturer.

Daily duties on the engine/generator sets will include:

- Measure and Record Bearing Temperature
- Check Coolant System Level
- Inspect Engine Air Cleaner Service Indicator
- Check Engine Oil Level Check Fuel System Filter Differential Pressure
- Check Fumes Disposal Filter Differential Pressure
- Check Generator Kilowatt Output
- Check Generator Power Factor Output
- Check Generator Voltage Output
- Check Generator Frequency Output
- Complete a Walk-Around Inspection

Upon reaching the first initial 250 hour mark, Contractor will perform the following maintenance on the engine/generator sets:

- Measure and Record Crankcase Blowby
- Measure and Record Cylinder Pressure
- Measure and Record Valve Stem Projection

Every 250 hours, Contractor will perform the following maintenance on the engine/generator sets:

- Check Battery Electrolyte Level
- Obtain Cooling System Coolant Sample Test and Add Cooling System Supplemental Coolant Additive
- Obtain Engine Oil Sample
- Drain the Crankcase Vent Mist Eliminator

Every 1,000 hours, Contractor will perform the following maintenance on the engine/generator sets:

- Drain Aftercooler Condensation
- Inspect Alternator
- Inspect and Adjust or Replace Belts on Driven Equipment
- Measure Crankcase Pressure
- Inspect Crankshaft Vibration Damper
- Clean Engine Exterior
- Clean Engine Crankcase Breather
- Change Engine Oil (Dictated by oil samples. May Vary from 1,000 hours Depending on Actual Conditions)
- Change Engine Oil Filter
- Adjust Engine Valve Lash and Bridge
- Drain Gas Pressure Regulator Condensation
- Inspect and Adjust or Replace Hoses and Clamps
- Check and Adjust Ignition System Timing
- Inspect Air Inlet System
- Clean Radiator
- Inspect Water Pump

Every 2,000 Hours, Contractor will perform the following maintenance on the engine/generator sets:

- Lubricate Actuator Control Linkage
- Clean and Inspect Engine Speed/Timing Sensor
- Inspect Generator
- Inspect and Adjust or Replace Ignition System Spark Plugs
- Obtain Cooling System Coolant Sample (Level 2)
- Test and Add Cooling System Supplemental Coolant Additive
- Check Stator Lead

Every 4,000 Hours, Contractor will perform the following maintenance on the engine/generator sets:

- Measure and Record Crankcase Blowby
- Measure and Record Cylinder Pressure
- Check Engine Mounts
- Check Engine Protective Devices
- Inspect Starting Motor
- Inspect Turbocharger
- Inspect Water Pumps

For the 4160 V switchgear, Contractor will perform the following checks monthly:

- Check Metered Kilowatt Output
- Check Metered Power Factor Output
- Check Metered Voltage Output
- Check Metered Frequency Output
- Inspect Insulators and Bushings for Integrity of Insulation
- Check Interior Surfaces for Signs of Water and Dust Entry
- Inspect Gaskets for Integrity
- Inspect Ventilation Openings for Cleanliness

For the 4160Vswitchgear, Contractor will perform the following maintenance annually:

- Inspect Power Connections and Joints for Overheating
- Inspect Breaker Operating Mechanism for Looseness and Misalignment
- Check and Record Breaker Contact Wear Erosion
- Inspect Switch Operating Mechanism for Looseness and Misalignment
- Inspect Switch Arc Chutes and Fuse Clamps for Evidence of Arcing
- Inspect Voltage Transformers for Integrity and Cleanliness
- Inspect Current Transformers for Integrity and Cleanliness
- Check that all cabinetry is solidly grounded

For transformers, Contractor will perform the following checks monthly:

- Record Ambient Temperature
- Check and Record KiloVoltAmp Reading from Switchgear
- Check and Record All Gauge Readings
- Inspect Tank and Fittings for Leaks
- Inspect Cooling Fans for Vibration and Free Rotation
- Inspect Control Wiring for Integrity of Insulation
- Inspect Control Boxes for Corrosion and Integrity of Gaskets
- Inspect Paint Finish for Scratches or Wear Exposing Bare Metal

Subject to the provisions of **Section 11.3.2**, perform all operation and maintenance activities set forth in or required under the Interconnection and Operating Agreements, in accordance with the terms and conditions thereof.

### **Major Project Maintenance**

Major maintenance on the Project will be performed at the intervals indicated below, unless shorter or longer intervals are appropriate, based on actual equipment condition, as evidenced through use of engine manufacturer approved monitoring procedures, and based on engine manufacturer recommended triggers, indicating that a specific major maintenance activity is required. The work to be performed is detailed as follows:

#### **CAT 3520**

Every 8,000 hours

- Replace Crankcase Vent Mist Eliminator Filter Element
- Check Rotating Rectifier
- Test Varistor
- Replace Water Temperature Regulator
- Test Winding
- Top End Overhaul (per manufacturer procedures)

Every 24,000 hours

- In-Frame Overhaul (per manufacturer procedures)
- Change Cooling System Coolant (NGEC) (or every three years)

Every 40,000 Hours

- Major Overhaul of Engine/Generator Sets (per manufacturer procedures)

#### Annual Electrical Maintenance

4160 Volt Switchgear

- Inspect Power Connections and Joints for Overheating
- Inspect Breaker Operating Mechanism for Looseness and Misalignment
- Check and Record Breaker Contact Wear Erosion
- Inspect Voltage Transformers for Integrity and Cleanliness
- Inspect Current Transformers for Integrity and Cleanliness
- Check That All Cabinetry is Solidly Grounded
- Check Relay Case Interiors for Cleanliness

4160 Volt Switchgear

- Inspect Power Connections and Joints for Overheating
- Inspect Breaker Operating Mechanism for Looseness and Misalignment
- Check and Record Breaker Contact Wear Erosion
- Inspect Switch Operating Mechanism for Looseness and Misalignment
- Inspect Switch Arc Chutes and Fuse Clamps for Evidence of Arcing
- Inspect Voltage Transformers for Integrity and Cleanliness
- Inspect Current Transformers for Integrity and Cleanliness
- Check that all cabinetry is solidly grounded

In-Frame Overhaul

- Inspect Power Connections and Joints for Overheating
- Inspect Breaker Operating Mechanism for Looseness and Misalignment
- Check and Record Breaker Contact Wear Erosion
- Inspect Switch Operating Mechanism for Looseness and Misalignment
- Inspect Switch Arc Chutes and Fuse Clamps for Evidence of Arcing
- Inspect Voltage Transformers for Integrity and Cleanliness
- Inspect Current Transformers for Integrity and Cleanliness

- Check that all cabinetry is solidly grounded

Transformers

- Obtain Dielectric Liquid Sample and Test
- Check and Record Temperature of Terminal Bushings
- Inspect Terminal Bushings and Surge Arrestors for Integrity and Cleanliness

**PROJECT MANAGEMENT DURING OPERATIONS**

Contractor will provide assistance to the Authority and the County as reasonably required for filings and reporting required by the Interconnection Agreement, the Power Purchase Agreement and to any Government Authority.

## EXHIBIT Q

### REQUIREMENTS OF MECHANICAL COMPLETION

Prior to Mechanical Completion, Contractor shall (i) comply with the requirements set forth in Section 12.3.1 of the Agreement, (ii) have all equipment installed and (iii) perform systematic conformity checks required to verify the condition of equipment, the quality of the installation and the compliance of the Facility Improvements with the Scope of Work, the Specifications, the Project Requirements and the other terms and conditions of the Agreement. Such systematic conformity checks shall include the following activities:

Contractor shall demonstrate to the Authority that the installation of all necessary components and systems of the Project are electrically and mechanically sound.

The System Checkout Packages referred to in Section 12.2.1 of the Contract will be prepared for the following systems:

- Gas booster skid
- Engine/generator package
- Condensate handling system
- Electrical interconnect
- Site utilities (lighting, pumps, alarms, etc.)
- Instrumentation (calibration and function)

System Checkout Packages will be provided for each system for each Project. The System Checkout Packages shall be consistent with Caterpillar recommendations and shall include but are not limited to the following information:

- Instrumentation inspection and calibration reports
- Equipment inspection reports
- Red-lined P&IDs
- Concrete test reports
- Pipe pressure test reports
- Punch list

In addition to the other requirements in this Agreement, Mechanical Completion of a Project shall not be deemed to have occurred until the following conditions have been satisfied:

- BGE and/or PJM have granted approval to synchronize the Project and operate the Project in parallel with the electric system; and
- Electricity from the Project has been exported to the electric distribution system for at least eight (8) consecutive hours.

## **EXHIBIT R**

### **OPERATION AND MAINTENANCE MANUAL REQUIREMENTS**

Contractor shall provide the Authority copies of the Operation and Maintenance Manual in accordance with Section 3.23 of the Agreement. The Operation and Maintenance Manual shall be in English and shall include an index listing all of the documents that comprise the Operation and Maintenance Manual, which shall include (at a minimum) the following sections:

- Complete detailed Facility Description
- County Personnel Training Program
- Important Safety Information
- Authorized Contacts and 24-hour Emergency Contacts
- Notifications to Utility and Authority
- Air Permit and all other required permits
- Detailed step-by-step start up / shutdown Procedures
- Remote Operations details and step-by-step procedures.
- Emergency Shutdown and Power Disconnect – Step-by-step procedures
- Support Services (detailed)
- Routine Maintenance Requirements complete with details, timetables, check lists, and procedures for the required maintenance
- Material safety data sheets (MSDS)
- Fluids List (type, quantity, purpose, recommended levels, etc...)
- Detailed Manufacturer's operation and maintenance information (as appendices and/or separate volumes – Provided that information reflects the details necessary to perform any/all recommended maintenance functions.)
- Facility As-built Drawings ( must be scale drawings and provided in both electronic and printable formats)
- LFG monitoring and testing procedures
- Other sections and information as requested by the County or the Authority.

**EXHIBIT S****DETAILED PLANS**

The deliverable documents and drawings listed below (the “Detailed Plans”) form part of the Work and shall be delivered in accordance with Article 10 of the Agreement. The Detailed Plans for approval, which are marked with a (\*\*) below (the “Documents for Approval”) shall require approval of the Authority before design progresses in accordance with Section 10.1. The other Detailed Plans and other documents and drawings shall be provided as the Work proceeds.

**Engineering Documentation**

## General &amp; Process

- Process flow diagram (PFD)
- Piping and instrumentation diagrams (P&ID's)
- Facility site plan \*\*
- Equipment layout plan \*\*

## Mechanical

- Landfill gas pipe routing plan \*\*
- Condensate pipe routing plan \*\*
- Piping details
- Piping support details
- Instrumentation installation details
- Miscellaneous equipment installation plans and details

## Electrical

- Electrical site plan
- Electrical underground conduit routing plan \*\*
- Electrical plant grounding plan
- Electrical plant lightning protection plan
- Electrical single line and three line diagram and relay diagram
- Electrical 4160V single line diagram
- Electrical control power schematics
- Electrical ground details and Panel schedules
- Lighting schedules \*\*
- Conduit and cable schedules
- Coordination study \*\*
- Protective Relay Settings

## Civil and Structural

- Grading plan \*\*
- Equipment foundation drawings and details
- Erosion and sedimentation control plans and details
- Stormwater management plans and details
- Survey control plan

- Fence plan and details \*\*
- Anchor bolt plans and details
- Geotechnical reports

Other plans as deemed reasonably necessary by the County or other Government Authority having legal jurisdiction and/or authority.

Detailed plans will also be in accordance with the Anne Arundel County Design Manual and Standard Specifications and Details for Construction.

**EXHIBIT T****AUTHORITY RULES**

Contractor and its Subcontractors and their respective employees, agents and representatives shall comply with the following rules (the "Authority Rules") at all times regarding activities on the Project Site (including restrictions to ingress and egress) and shall cooperate with and coordinate their activities with the County and any person performing work or undertaking activities at the Project Site, including, without limitation, contractors or subcontractors performing work for or on behalf of the Authority or the County. In addition:

- 1) Contractor shall be responsible for maintaining a list of all Contractor personnel and Subcontractor personnel that are on-site at any time and upon request shall provide the list to the Authority;
- 2) Contractor shall maintain the Project Site free of waste material and rubbish and shall be responsible for all Contractor and Subcontractor material, equipment and tools.
- 3) Contractor shall have its personnel and its Subcontractor personnel review the Operator's Level 1 Safety Program. The review shall include the proper procedures for lock out, tag out and confined space entry;
- 4) Contractor shall only access designated areas that are not part of the Project Site with the prior approval of the Authority; and
- 5) The Contractor and its Subcontractors shall minimize any interference with the Landfill or any County activities on the Project Site or the Landfill. The Project Site is located in the center of and active landfill/resource recovery facility operated by the County. The customers and County's employees shall have right-of-way.
- 6) Access to the site is from 7:30am to 4:00pm Monday through Saturday.

**EXHIBIT U****CONTRACTOR PROVIDED INSURANCE****1. INSURANCE REQUIREMENTS**

Prior to the execution of this Agreement, the Contractor or their subcontractor shall provide and maintain at their own cost and expense, during the life of the Agreement, insurance against claims for injuries to person(s) and/or damages to property which may arise from, or in connection with, the performance of Work hereunder by the Contractor, its agents, representatives, employees, and/or Subcontractors, as outlined below. The insurance must be kept in full force and effect during the term of this Agreement. The insurance must be evidenced by a certificate of insurance, and if requested by the Authority, the Contractor and/or their Subcontractors shall provide a copy of the insurance policies and endorsements. Contractor's insurance shall be primary. In the case of subcontracted work, the Contractor shall require the Subcontractor or anyone directly or indirectly employed by any of them to procure the same coverage and name both the Authority and the County as additional insureds.

The Contractor will not carry Environmental Liability, Builder's Risk or Professional Liability after Final Completion.

***COMPENSATION, LIABILITY AND PROPERTY DAMAGE INSURANCE*****2. INSURANCE REQUIREMENTS**

Prior to the execution of this Agreement, the Proposer or their subcontractor shall provide and maintain at their own cost and expense, during the life of the Agreement, insurance against claims for injuries to person(s) and/or damages to property which may arise from, or in connection with, the performance of Work hereunder by the Proposer, its agents, representatives, employees, and/or Subcontractors, as outlined below. The insurance must be kept in full force and effect during the term of this Agreement. The insurance must be evidenced by a certificate of insurance, and if requested by the Authority, the Proposer and/or their Subcontractors shall provide a copy of the insurance policies and endorsements. Proposer's insurance shall be primary. In the case of subcontracted work, the Proposer shall require the Subcontractor or anyone directly or indirectly employed by any of them to procure the same coverage and name both the Authority and the County as additional insureds.

**3. COMMERCIAL GENERAL LIABILITY INSURANCE**

A minimum limit of liability of **one million dollars (\$1,000,000), two million dollars (\$2,000,000) products and completed operations and two million dollars (\$2,000,000) aggregate per project** single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and operations

- Independent Contractors
- Products and Completed Operations during and for two years following Completion of the work
  - e. Personal Injury
  - f. Broad Form Property Damage

There shall be no exclusions pertaining to collapse of or damage to any building or structure, damage to underground property, machinery, or injury or damage arising out of blasting or explosions.

**3. PROFESSIONAL LIABILITY (Covering Engineering/Design)**

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least **three million dollars (\$3,000,000)** per claim and aggregate and a maximum deductible of **twenty-five thousand dollars (\$25,000)**. Proposer agrees to provide a three-year discovery period under this policy.

#### 4. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

A minimum limit of liability of **one million dollars (\$1,000,000)**, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

##### 4.a. **Umbrella Excess Liability Insurance**

**A minimum limit of liability of five million dollars (\$5,000,000) per occurrence and aggregate.**

#### 5. **CONTRACTOR'S POLLUTION LIABILITY INSURANCE / ENVIRONMENTAL IMPAIRMENT LIABILITY**

A minimum limit of liability of **ten million dollars (\$10,000,000)**, combined single limit for bodily injury and property damage coverage per occurrence. Such insurance shall cover any gradual, sudden and/or accidental release of toxic or hazardous waste or other hazardous substance requiring monitoring, clean-up or other corrective actions under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA). Contractor agrees to provide a three-year discovery period under this policy.

If any pollution events, including hazardous material, are encountered during the performance of this Agreement, the Contractor or its subcontractor shall immediately notify the County.

#### 6. **BUILDER'S ALL RISK**

"All-Risk" property insurance upon the entire complete Work in developing the Projects with a limit of coverage at least equal to the full replacement value of the Projects. Such property insurance shall be written on a replacement cost basis, subject to standard exclusions, property limitations and conditions. Such insurance shall include the interest of the Authority, the County, and all Subcontractors, including their respective officers, representatives, agents and employees, in the Work and the Project 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).

#### 7. **WORKER'S COMPENSATION**

Meeting all statutory requirements of the State of Maryland Law as well as any similar coverage required for this work by applicable Federal or "Other States" State Law. and with the following minimum Employers' Liability limits:

- ***Bodily Injury by Accident - \$1,000,000 each accident***
- ***Body Injury by Disease - \$1,000,000 policy limits***
- ***Bodily Injury by Disease - \$1,000,000 each employee***

**8. PROPERTY INSURANCE**

Contractor shall provide property insurance coverage for all Authority-owned and County-owned equipment operated and maintained by **Operator** at the Project Site, the Millersville Landfill site, including coverage for **all risk perils including flood and earthquake** and mechanical breakdown. Coverage shall be provided on a replacement cost basis. The County and the Authority shall be added to the policy as loss payees by endorsement.

**9. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to, and approved by, the Authority. The deductible and/or self-insured retention of the policies shall be wholly the responsibility of the Contractor and/or its Subcontractors.

**10. OTHER INSURANCE PROVISIONS**

The insurance policies required in the Agreement are to contain, or be endorsed to contain, the following provisions:

**a. General Liability Policies**

- (1) Policy Cancellation  
Sixty (60) days written notice to the Authority of cancellation or material change of any of the policies is required. There will be an exception for non-payment of premium, which is ten days' notice of cancellation.
- (2) The policy(ies) will automatically include and cover all phases of work, equipment persons, etc., which are normally covered while performing Work under this Agreement, whether specifically written therein or not.
- (3) The insurance company(ies) providing insurance coverage as required herein are prohibited from pleading governmental function in the absence of any specific written authority by the Authority or the County.

**11. ACCEPTABILITY OF INSURERS**

Unless otherwise approved by the Authority, insurance is to be placed with insurers with Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII and must be licensed and approved to do business in the State of Maryland.

If at any time the foregoing policies shall be or become unsatisfactory to the Authority, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Authority, Contractor shall, upon notice to that effect from the Authority, promptly obtain a new policy and shall submit the same to the Authority, with appropriate certificates and endorsements, for approval.

**12. VERIFICATION OF COVERAGE**

The Contractor and/or its Subcontractors shall furnish the Authority with verification of insurance and endorsements required by this Agreement. The certificates, policies and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the Authority prior to the commencement of activities associated with this Agreement. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time, such evidence of insurance shall refer to the Project names and Agreement number.

**13. SUBCONTRACTORS**

The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.

**EXHIBIT U-1**

**CONTRACTOR-PROVIDED INSURANCE**

**EXHIBIT V**

**BUYDOWN AMOUNT**

As liquidated damages for the failure to achieve the Performance Guarantees, as demonstrated by the results of Performance Tests, Contractor shall pay the following Buydown Amounts in accordance with Section 14.3 of this Agreement:

The Buydown Amount for the Gross Power Output Performance Guarantee for the Project will be \$3994/kW of each kW shortfall. The kW shortfall will be the shortfall demonstrated during the initial or a repeat Performance Test. The shortfall will be calculated by determining the difference between the Performance Guarantee value and the demonstrated Performance Test value.

The Buydown Amount for the Heat Rate Performance Guarantee for the Project will be \$495/(Btu/kWh). The heat rate shortfall will be the shortfall demonstrated during the initial or a repeat Performance Test. The shortfall will be calculated by determining the difference between the demonstrated Performance Test value and the Performance Guarantee value.

**EXHIBIT W****ENGINE/GENERATOR SUPPLIER WARRANTIES**

Notwithstanding anything in the Agreement (including this **Exhibit W**) to the contrary, the provisions of **Article 17** and of this **Exhibit W** shall not reduce, relieve or otherwise modify in any manner or fashion Contractor's obligation to operate, maintain, repair and replace the Projects in accordance with the terms of the Agreement.

Engine Manufacturer

Seller warrants that all equipment supplied by (manufacturer) shall be free of defects in material and workmanship for a period of one (1) year from the date of Substantial Completion and Seller shall promptly repair or replace the equipment as necessary. Except as expressly stated in this Agreement, Seller disclaims, on behalf of itself, and its suppliers, any and all implied warranties, including warranties of merchantability, fitness for specific purpose, suitability or performance. Except as expressly stated in this Agreement, the foregoing warranties are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. **NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.**

**EXHIBIT X**

**FORM OF INTERCONNECTION AND INTERCONNECTION CONSTRUCTION AGREEMENTS**

[See attached]