

**Maryland
Transportation
Authority**

Martin O'Malley
Governor

Anthony Brown
Lt. Governor

Beverley K. Swaim-Staley
Chairman

Peter J. Basso
Rev. Dr. William C. Calhoun, Sr.
Mary Beyer Halsey
Louise P. Hoblitzell
Richard C. Mike Lewin
Isaac H. Marks, Sr., Esq.
Michael J. Whitson
Walter E. Woodford, Jr., P.E.

Harold M. Bartlett
Acting Executive Secretary

Beverly Hill, Director of
Procurement and Statutory
Program Compliance

2310 Broening Highway
Suite 160
Baltimore MD 21224
410-537-6769
410-537-1044 (fax)
711 (MD Relay)
1-866-713-1596

e-mail: mdta@mdta.maryland.gov

www.mdta.maryland.gov



October 12, 2010

TO ALL PURCHASERS OF CONTRACT DOCUMENTS:

RE: Contract No. KH-2451-000-006
I-95 Express Toll Lanes Project
Off-Site Reforestation at Springfield Hospital Center
and Mariner Point Park

ADDENDUM NO. 1

To Whom It May Concern:

It is important that you acknowledge receipt of this Addendum No. 1 on the referenced contract regardless if you will be bidding or not bidding.

Very truly yours,

Sandra E. Clifford
Chief Procurement Officer

Enclosures

Contract No. **KH-2451-000-006**

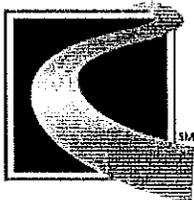
This will acknowledge receipt of the attached Addendum No. 1.

NAME OF COMPANY

SIGNATURE

DATE

THIS SIGNED ADDENDUM ACKNOWLEDGEMENT PAGE SHALL BE RETURNED TO THIS OFFICE VIA FAX AT **410-537-7801**, ATTENTION: MAGGIE JOHNSON PRIOR TO THE BID OPENING DATE.



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I-95 Express Toll Lanes Project
Off-Site Reforestation at Springfield Hospital Center
and Mariner Point Park

ADDENDUM NO. 1

To Whom It May Concern:

The following changes have been made to the **Proposal Book**:

1. Enclosed are the Pre-Bid Meeting Minutes dated September 28, 2010.
2. Delete Pages 5, 6, 7, 54, 85 and 110 through 122 of 122 of the Invitation for Bids and replace with revised pages numbered the same dated October 12, 2010, Addendum No. 1.

Very truly yours,

Sandra E. Clifford
Chief Procurement Officer

SEC/dal

THIS ADDENDUM SIGNED ACKNOWLEDGEMENT PAGE MUST BE ATTACHED TO THE OUTSIDE COVER OF THE BID BOOK. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR BID.

**Pre-Bid Meeting
September 28, 2010 MINUTES**

CONTRACT NO. KH-2451-000-006

I-95 Express Toll Lanes – Off-Site Reforestation

Bid Opening: October 21, 2010

The following were in attendance:

David LaBella	Maryland Transportation Authority (MDTA)
Janile Scott	MDTA
Sandra Clifford	MDTA
Bhuvan Eshwar	MDTA
Dave Greenwood	General Engineering Consultants (GEC)
Gradon Tobery	GEC
Marco Avila	GEC
Greg Hoer	GEC
Tom Conley	GEC
Steve Garris	Greenskeeper Environmental, LLC
Bruce Sprague	Apex Grounds Management, Inc.
Scott McGill	Ecotone, Inc.

After introductions by Mr. Dave LaBella, Ms. Sandra Clifford, Chief Procurement officer of the MDTA Division of Procurement & Statutory Program Compliance (PSPC), opened the meeting with a brief project description and the following announcements:

This is the Pre-bid for KH-2451-000-006 I-95 TOLL LANES PROJECT OFF-SITE REFORESTATION – JOHN F. KENNEDY MEMORIAL HIGHWAY

This project is for reforestation planting at the Springfield Hospital Center in Sykesville, Maryland and Mariner Point Park in Joppatowne, Maryland. Planting of mostly native trees is being proposed as part of a reforestation planting project due to previous tree removal along the I-95 Section 100 corridor for the I-95 Express Toll Lanes Project. The project involves the planting of approximately 10,000 deciduous trees (5-foot height; 1-inch caliper; and 2-inch caliper). Trees must adhere to current ANSI Z60.1 standards. All 1-inch caliper and 2-inch caliper trees shall be balled and burlapped. Tree protection sleeves will be required for all of the trees planted at the Springfield Hospital Center. A one year care and replacement period will be in effect and strictly enforced. Periodic mowing of existing turf areas will be required at the Mariner Point Park site.

In addition, the Contractor will be responsible to employ a utility locating firm to identify the locations of existing utilities prior to the commencement of planting operations.

The work includes but is not limited to:

- Submitting list of sources of plant material;

Addendum #1
October 12, 2010

- Locate existing utilities;
- Test pits;
- Planting deciduous trees;
- Staking trees;
- Mulching;
- Fertilizing;
- Spraying;
- Pruning;
- Weeding;
- Watering;
- Installing tree protection sleeves;
- Installing reforestation area signage;
- Clean up after planting;
- Care and Replacement for one year; and
- Removal of staking and planting accessories.

This contract must be completed **November 15, 2011** or **liquidated damages** of **\$1,000.00** per calendar day will be assessed for unauthorized extensions beyond the contracted time of completion.

(Note: The reference to “evergreen trees” in the Proposal Book will be deleted as part of Addendum Number 1.)

Additional information and/or comments provided by the MDTA included:

1. The bid due date is Thursday, October 21, 2010 at 12 Noon. Bid packages must be placed in the Bid Box of the Maryland Transportation Authority Procurement & Statutory Compliance Division, Building 300, 1st floor, located at the Francis Scott Key Bridge, 300 Authority Drive, Baltimore, MD 21222, and must consist of one complete bid book and all the required documents. Late bids will not be accepted.
2. The MDTA does not encourage overnight delivery service. However, If you choose to send your package overnight, the bid should be delivered at least a day in advance to the **Maryland Transportation Authority; Office of Procurement & Statutory Program Compliance; 300 Authority Drive; 1st Floor; Baltimore, MD 21222**. It will be the responsibility of the Contractor to make sure that his/her bid package is placed in the bid box. The outside of the mailed package must clearly identify the Contract Number and mention that it is a bid package.
3. The minutes from this Pre-Bid Meeting will be included in Addendum #1 and distributed to all purchasers of the bid documents. The anticipated date for Addendum # 1 is **Thursday, October 14, 2010**.
4. Please make sure you fill out the Schedule of Prices accurately and completely. Not doing so may render your bid non-responsive.

5. **This is a Small Business Reserve Procurement, as such;** I strongly recommend that you review page A, The Notice to Bidders / Offerors SBR Procurement, which provides valuable information on the SBR program and page B, Notice to Bidders / Offerors of this invitation to bid prior to submitting your bid on this project.
6. Following this meeting, all questions should be in writing, addressed to the Chief Procurement Officer, Ms. Sandra E. Clifford, and sent via fax to 410-537-7801. The Authority will accept written questions until **4pm on Tuesday, October 5, 2010**. Answers to questions will be distributed to all purchasers of bid documents.
7. There is no Minority Business Enterprise (MBE) Goal for this project.
8. The formalized and signed Memoranda of Understandings (MOUs) with the Department of Mental Health and Hygiene (DHMH) and Harford County will be included as part of Addendum Number 1.
9. The successful bidder needs to be registered with eMaryland Marketplace.com.
10. The attendees are directed to SP 1-3 "Access to Sites & Special Requirements". Compliance with this SP, particularly the points-of-contact, is mandatory.

The meeting was opened to questions and comments concerning this project. The following questions were asked and responses provided:

Question: Will there be any Baltimore County [City] Department of Recreation and Parks involvement with the contract?

Response: No. This work will be performed in Carroll and Harford Counties.

Question: To whom should questions be addressed after the award of the contract?

Response: Questions shall be directed to the Resident/Project Engineer (PE). The PE has not yet been identified for the contract.

Question: On Page B (the Blue-colored page in the beginning of the Proposal Book), it states that there are no MBE requirements for this project; yet on Page No. 11 (SP 1-7) and Page Nos. 72-76, there are MBE requirements. Are there MBE requirements for this project?

Response: There are no MBE requirements for this project.

Question: There is a mowing requirement for Mariner Point Park identified on Page 46 (Section 719 – Mowing) of the Proposal Book. Can we plant the trees in rows to facilitate mowing operations?

Response: No. Tree plantings must be made in a naturalistic appearance. Refer to Drawing

Number DTL-1, Detail F/DTL-1 of the Contract Drawings.

Question: Will the Contractor need to remove the "Mow" limit stakes at the end of the one-year care and replacement period?

Response: Yes.

Question: On Page 47 (Section 920.07 – Plant Materials) of the Proposal Book, it identifies the states from which plant materials may be procured. Is it necessary to stay within these states? Or can materials be procured from other states, but from/within the contract's plant hardiness zone?

Response: The plant materials must have been growing and procured from nurseries within the identified states.

Question: In Schedule of Prices of the Proposal Book, Bid Item 7028, Quercus bicolor, is identified as B&B (Ball and Burlap). On the contract drawings, it is identified as Container Grown. Is Container Grown correct?

Response: Container Grown is correct. The Bid Form will be revised and included as part of Addendum Number 1.

Question: Will there be a public bid opening for the contract?

Response: Yes. Ample notice will be provided if the Bid Opening date is changed.

Question: How will the utility locations be identified at the two project sites?

Response: The Contractor will be responsible to employ a utility locating firm to identify the locations of existing utilities prior to the commencement of planting operations. The Contractor shall keep the points-of-contact persons, identified on Page 6 of the Proposal Book, informed of the utility locating work.

As there were no further questions, the meeting was adjourned.


Approved

Distribution: Purchasers of Contract Documents

**Enclosures: Pre-bid Sign in Sheet
List of purchasers of Contract Documents**

Addendum #1
October 12, 2010



Maryland
Transportation
Authority



SIGN-IN SHEET

NAME OF MEETING **OFF-SITE REFORESTATION PROJECT KH-2451**

195 SECTION 100 - EXPRESS TOLL LANES

DATE 9/28/2010

TIME 10am

PLACE: I-95 Express Toll LanesSM Project Office, 8019 Corporate Drive, Suite F, Baltimore MD 21236

NAME AND ORGANIZATION	PHONE	EMAIL ADDRESS
Jonile Scott MDTA	410 537 78 33	jscott3@mdta.state.md.us
Sandra Clifton MDTA	410 537 7814	sclifton@mdta.state.md.us
Steve Barris Greenskeeper Environmental LLC	301-774-8201	sbarris@green.com
TOM CONLEY PB	410-727-5050	conley@pbworld.com
CYRIL HOOP - GEC	410-985-4146	HOOP@PRUSEPLD.COM
Bruce Sprague Apex Grounds Mgmt	410-298-5396	bsprague@ApexLandScapes.net
Dave Greenwood GEC	410 931-0808	dgreenwood@I-95GEC.com
Dave LaBella MDTA	410-931-0808	dlabella@mdta.state.md.us
Scott McGill	410 692-7500	smcgilla@ecoforeins.com
MARCO AVILA, GEC	410-931-0808	avila@pbworld.com
SMARON TOBIERY GEC	410-931-0808	gtobery@I-95GEC.com
Bhuvan Eshwar, MDTA	410-931-0808	beshwar@mdta.state.md.us

LIST OF PURCHASERS OF INVITATION FOR BIDS

Contract No.: KH 2451-000-006
 Bid Opening Date: October 21, 2010

Price: \$60.00
 Class: C

Greenskeeper Environmental, LLC 2630 Spencerville Rd. Burtonsville, MD 20866 P: (301) 774-8201 F: (301) 774-9406	All Seasons Landscaping Co., Inc. 3915 Market St. Aston, PA 19014 P: (610) 494-8050 F: (610) 494-8054	Apex Grounds Management, Inc. 7400 Dogwood Rd. Baltimore, MD 21244 P: (410) 298-5396 F: (410) 298-5403
Environmental Quality Resources, LLC (EQR) 1405 Benson Ct. Baltimore, MD 21227 P: (443) 304-3310 F: (443) 304-3315	Ecotone, Inc. 1204 Baldwin Mill Rd. Jarrettsville, MD 21084 P: (410) 692-7500 F: (410) 692-7503	Seed & Site Solutions 10415 Ridge Landing Pl. Damascus, MD 20872 P: (301) 540-4447 F: (301) 540-4411

Addendum #1
 October 12, 2010

Last Printed 10/12/2010 3:55 PM



Maryland Transportation Authority

I-95 Express Toll Lanes Off-Site Reforestation Springfield Hospital Center & Mariner Point Park

SPECIAL PROVISIONS

Contract No. KH-2451-000-006

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PROJECT DESCRIPTION

This project is for reforestation planting at the Springfield Hospital Center in Sykesville, Maryland and Mariner Point Park in Joppatowne, Maryland. Planting of mostly native trees is being proposed as part of a reforestation planting project due to previous tree removal along the I-95 Section 100 corridor for the I-95 Express Toll Lanes Project. The project involves the planting of approximately 10,000 deciduous trees (5-foot height; 1-inch caliper; and 2-inch caliper). Trees must adhere to current ANSI Z60.1 standards. All 1-inch caliper and 2-inch caliper trees shall be balled and burlapped. Tree protection sleeves will be required for all of the trees planted at the Springfield Hospital Center. A one year care and replacement period will be in effect and strictly enforced. Periodic mowing of existing turf areas will be required at the Mariner Point Park site.

In addition, the Contractor will be responsible to employ a utility locating firm to identify the locations of existing utilities prior to the commencement of planting operations.

The work includes but is not limited to:

- Submitting list of sources of plant material;
- Locate existing utilities;
- Test pits;
- Planting deciduous trees;
- Staking trees;
- Mulching;
- Fertilizing;
- Spraying;
- Pruning;
- Weeding;
- Watering;
- Installing tree protection sleeves;
- Installing reforestation area signage;
- Clean up after planting;
- Care and Replacement for one year; and
- Removal of staking and planting accessories.



I-95 Express Toll Lanes Off-Site Reforestation
Springfield Hospital Center & Mariner Point Park

SPECIAL PROVISIONS

Contract No. KH-2451-000-006

3 of 11

SP 1-2 SPECIFICATIONS

All work on this project shall conform to the Maryland Department of Transportation, State Highway Administration's Specifications entitled, "Standard Specifications for Construction and Materials" dated July 2008, revisions thereof, or additions thereto, and the Special Provisions included in this Invitation for Bids. In addition, all terms and conditions of the Standard Specifications for Construction and Materials dated July 2008, revisions thereof, or additions thereto shall apply to this IFB unless specified herein.

All reference to the Maryland State Highway Administration's offices and/or positions shall be construed to mean the Maryland Transportation Authority's corresponding offices and/or positions. Prior to any submittal or contact specified, the Contractor shall have the Construction Project manager verify that the current office and/or position are shown in the specifications. The Authority will not be responsible for any loss resulting from the Contractor not verifying the current office and/or position.

SP 1-3 ACCESS TO SITES & SPECIAL REQUIREMENTS

General

All parties interested in viewing the plans and/or accessing the reforestation planting sites should contact Mr. David A. LaBella, P.E., I-95 ETL Project Manager, at 410-931-0808. The Contractor is also to contact Springfield Hospital Center and Mariner Point Park (see points-of-contact below) prior to site visitations during the bidding period and prior to the performance of any planting operations following the eventual Notice-to-Proceed.

Springfield Hospital Center Point-of-Contact:

Mr. Jim Jacobs
Maintenance Department
Springfield Hospital Center
410-970-7061
jjacobs@dhhm.state.md.us

Mariner Point Park Points-of-Contact:

Mr. Paul Magness
Harford County Department of Parks & Recreation
410-638-3571
pmagness@harfordcountymd.gov and

Ms. Meghan Denhard
Harford County Department of Parks & Recreation
410-612-1608
madenhard@harfordcountymd.gov



Maryland Transportation Authority

I-95 Express Toll Lanes Off-Site Reforestation Springfield Hospital Center & Mariner Point Park

SPECIAL PROVISIONS

Contract No. KH-2451-000-006

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The Contractor will be responsible to repair any damage to either reforestation planting site that is caused by his equipment or employees. All repairs must be made to pre-construction condition, to the satisfaction of the Engineer, and at no additional cost to the Maryland Transportation Authority.

The Contractor will not be able to acquire water for tree watering at either reforestation planting site. The Contractor must make arrangements elsewhere (off-site) to procure his water supply.

Springfield Hospital Center

The Contractor shall read and explicitly follow the Springfield Hospital Center's "Contractor Construction Guidelines" contained in Appendix A of this IFB document. Under no circumstance are the Contractor's workers to enter any of the Springfield Hospital Center's buildings.

The Contractor shall provide portable toilet facilities for his workers. The Contractor shall instruct his workers that only these portable toilet facilities may be used for their periodic relief. These portable toilet facilities shall be transported to the site each day that the Contractor's workers are present. The portable toilet facilities shall not be left on-site over night. There will be no measurement and payment for these facilities. These facilities shall be incidental to the cost of the Contract.

The Contractor shall coordinate all utility locations identification and reforestation planting work with Mr. Jim Jacobs. In addition, the Contractor's workers shall wear "high visibility safety apparel" (vests), as described earlier in this IFB document, at all times when on the Springfield Hospital Center site.

Mariner Point Park

The Contractor shall access the reforestation planting area via Garnett Road. The Contractor shall contact Ms. Meghan Denhard to arrange access to the reforestation planting area. The Contractor shall not traverse upon the existing bituminous trail; and no materials shall be stored upon the bituminous trail.

The Contractor shall coordinate all utility locations identification and reforestation planting work with Ms. Meghan Denhard.

Periodic mowing of existing turf areas shall be in accordance with Section 719 – Mowing of the Contract Documents.

The Mariner Point Park public restroom facilities will be available for use by the Contractor's workers.



Maryland Transportation Authority

**I-95 Express Toll Lanes Off-Site Reforestation
Springfield Hospital Center & Mariner Point Park**

SPECIAL PROVISIONS

Contract No. KH-2451-000-006

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PREVAILING WAGE INSTRUCTIONS FOR THE CONTRACTOR AND SUBCONTRACTOR [con't]

Overtime rates shall be paid by the contractor and subcontractors under its contracts and agreements with their employees which in no event shall be less than time and one-half the prevailing hourly rate of wages for all hours worked in excess of ten (10) hours in any one calendar day; in excess of forty (40) hours per workweek; and work performed on Sundays and legal holidays.

Contractors and subcontractors employing a classification of worker for which a wage rate was not issued SHALL notify the Commissioner of Labor & Industry, Prevailing Wage Unit, for the purpose of obtaining the wage rate for said classification PRIOR TO BEING EMPLOYED on this project. To obtain a prevailing wage rate which was NOT listed on the Wage Determination, send a WRITTEN request for the specific omitted rate or craft to the Division of Labor & Industry, Prevailing Wage Unit.

The fringe benefit packages of the contractor, and all subcontractors working for the contractor, must be submitted on an additional sheet of paper indicating the hourly dollar amount paid, along with proof of payment, on behalf of each employee working on the project. Apprenticeship certificate of good standing shall be submitted for each apprentice employed on the project. A valid copy of the Construction License for the contractor and subcontractors, permitting them to perform construction work in the State of Maryland must be submitted. In addition, the contractor is required to forward the subcontractors list, the fringe benefits packages, the apprenticeship certificate of good standing and the construction licenses to the Prevailing Wage Unit.

For additional information, contact:
Division of Labor and Industry
Prevailing Wage Unit
1100 North Eutaw Street, Room 607
Baltimore, Maryland 21201
(410) 767-2342
Fax: (410) 333-7303
E-Mail Address: prevailingwage@dllr.state.md.us



Maryland Transportation Authority

**I-95 Express Toll Lanes Off-Site Reforestation
Springfield Hospital Center & Mariner Point Park**

SCHEDULE OF PRICES

NOTE: This proposal shall be filled in by the bidder, with the prices written in words and numerals. The extension amounts of unit costs shall also be filled in. For complete information concerning these items, see Specifications, Special Provisions and Contract Form.

ITEM NOS.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEM AND PRICE BID (IN WRITTEN WORDS)	UNIT PRICE		AMOUNTS	
			DOLLARS	CTS.	DOLLARS	CTS.
7025	12	Each of PLATANUS OCCIDENTALIS 1 IN. CAL., B&B AT _____ PER EACH				
7026	553	Each of PLATANUS OCCIDENTALIS 5 FT. HT., CONTAINER GROWN AT _____ PER EACH				
7027	577	Each of QUERCUS ALBA 5 FT. HT., CONTAINER GROWN AT _____ PER EACH				
7028	316	Each of QUERCUS BICOLOR 5 FT. HT., CONTAINER GROWN AT _____ PER EACH				
7029	6	Each of QUERCUS COCCINEA 1 IN. CAL., B&B AT _____ PER EACH				
7030	496	Each of QUERCUS COCCINEA 5 FT. HT., CONTAINER GROWN AT _____ PER EACH				



Maryland Transportation Authority

**I-95 Express Toll Lanes Off-Site Reforestation
Springfield Hospital Center & Mariner Point Park**

SPECIAL PROVISIONS

Contract No. KH-2451-000-006

APPENDIX B

**Memorandum of Understanding By and Between
Maryland Department of Health and Mental Hygiene
and
The Maryland Transportation Authority**

**Memorandum of Understanding By and Between
Maryland Department of Health and Mental Hygiene
and
The Maryland Transportation Authority**

This Memorandum of Understanding ("MOU") is made effective as of September 28, 2010, by and between the Maryland Department of Health and Mental Hygiene, acting by and through the Springfield Hospital Center ("DEPARTMENT"), and the Maryland Transportation Authority ("AUTHORITY"). The DEPARTMENT and the AUTHORITY are sometimes collectively referred to herein as the "Parties."

WHEREAS, the DEPARTMENT is the owner of the property known as the Springfield Hospital Center in Sykesville, Maryland; and

WHEREAS, the AUTHORITY is currently constructing improvements to the John F. Kennedy Memorial Highway ("I-95") for the I-95 Express Toll Lanes Project; and

WHEREAS, to satisfy its Maryland Reforestation Law mitigation requirement for forest impacts incurred during highway construction, pursuant to Md. Code Ann., Natural Resources, §5-103 et seq., the AUTHORITY has agreed to plant twenty-nine (29) reforestation areas, as shown on **Exhibit A**, attached hereto (the "Project"); and

WHEREAS, the AUTHORITY has agreed to fund the Project and will hire a competent contractor, who shall be the lowest responsive and responsible bidder (the "Contractor"), to perform and to manage the Project in accordance with the AUTHORITY's Invitation for Bids for Contract No. KH-2451-000-006 attached hereto as **Exhibit B** and incorporated by reference herein; and

WHEREAS, the DEPARTMENT and the AUTHORITY agree that the AUTHORITY shall use its best efforts to ensure that the Contractor plants the equivalent total area of 38.97 acres of mitigation as shown on **Exhibit A** and adheres to the terms and conditions of the Project as set forth in **Exhibit B**; and

WHEREAS, the Parties desire to enter into this MOU for the purpose of setting forth their relationship and responsibilities with respect to the Project;

NOW, THEREFORE, the AUTHORITY and the DEPARTMENT agree as follows:

1. The term of this MOU shall begin upon approval by the DEPARTMENT and shall expire upon completion of the obligations of the Parties as set forth herein and any amendments hereto. Unless otherwise agreed in writing between the Parties, the terms and conditions of this MOU shall continue until Project completion or termination of the Project as set forth in **Exhibit B**. The AUTHORITY shall oversee completion of the planting projects, as outlined in **Exhibit B**. The planting shall be completed within ten (10) months of the commencement of the Project. All efforts shall be made to obtain the planting materials as listed in **Exhibit B**, and any substitutions must be approved by the DEPARTMENT. The AUTHORITY shall oversee maintenance of these plantings for one (1) year following the completion of planting.

2. This MOU will serve as a right of entry for the AUTHORITY and its Contractor, and provide access to the Project for implementation of the planting and for one (1) year of watering and maintenance following the completion of planting as set forth in Exhibit B.
3. Prior to beginning the Project, the AUTHORITY shall provide the DEPARTMENT with the name and the duly authorized and designated contact person for the Contractor.
4. The AUTHORITY shall require that the Contractor provide all insurance coverages as set forth in Exhibit B.
5. The DEPARTMENT's Maintenance Department will designate a representative with authority to make timely decisions regarding the Project and to coordinate activities and actions as the Project progresses and meets the project goals as outlined in Exhibit B.
6. The DEPARTMENT accepts the mitigation plantings on DEPARTMENT owned land, as shown in Exhibit A, attached hereto and incorporated herein.
7. All notices under this MOU should be directed to:

FOR THE AUTHORITY: David A. LaBella, P.E.
Project Manager, I-95 Express Toll LanesSM Section 100
Maryland Transportation Authority
8019 Corporate Drive, Suite F
Baltimore, MD 21236

FOR THE DEPARTMENT: John M. Colmers, Secretary
Department of Health and Mental Hygiene
201 West Preston Street
Baltimore, Maryland 21201.

8. The Parties shall:
 - i) Work cooperatively with respect to the development of the Project and with respect to the tasks outlined in the Exhibits attached to this MOU;
 - ii) Comply with Federal, state and local laws prohibiting discrimination upon the basis of race, sex, sexual orientation, creed, color, national origin or disability in this project; and
 - iii) Comply with the requirements of authorities having jurisdiction.
9. This MOU constitutes the entire, full and final understanding between the Parties and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.
10. This MOU may be amended only by written instrument, executed by the legally authorized representatives of the Parties.
11. All exhibits and recitals form a part of this MOU.

12. This MOU shall be governed by and interpreted in accordance with the laws of the State of Maryland.

13. This MOU may be executed in any number of copies and each such copy shall be deemed an original.

14. This MOU shall inure to and be binding upon the Parties, their agents, successors, and assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their respective authorized representatives, as shown below.

WITNESS

AGREED:

Maryland Transportation Authority

By: Barbara Jones
Printed Name: Barbara Jones
Title: Executive Administrative ASSISTANT
Date: 9-28-10

By: Harold M. Bartlett
Harold Bartlett
Acting Executive Secretary
Date: 9/28/10

WITNESS:

AGREED:

Maryland Department of Health and Mental Hygiene, acting by and through the Springfield Hospital Center

By: _____
Printed Name: _____
Title: _____
Date: _____

By: Gary Goldberg
Gary Goldberg
Director, Office of Procurement and Support Services
Date: 9/17/10

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

Christina H.
Assistant Attorney General
Maryland Transportation Authority



Maryland Transportation Authority

**I-95 Express Toll Lanes Off-Site Reforestation
Springfield Hospital Center & Mariner Point Park**

SPECIAL PROVISIONS

Contract No. KH-2451-000-006

APPENDIX C

**Memorandum of Understanding By and Between
Harford County, Department of Parks and Recreation
and
The Maryland Transportation Authority**

**Memorandum of Understanding By and Between
Harford County, Department of Parks and Recreation
and
The Maryland Transportation Authority**

This Memorandum of Understanding ("MOU") is made effective as of October 5, 2010, by and between Harford County, acting by and through the Department of Parks and Recreation ("COUNTY"), and the Maryland Transportation Authority ("AUTHORITY"). The COUNTY and the AUTHORITY are sometimes collectively referred to herein as the "Parties."

WHEREAS, the COUNTY is the owner of the property known as Mariner Point Park in Joppatowne, Maryland; and

WHEREAS, the AUTHORITY is currently constructing improvements to the John F. Kennedy Memorial Highway ("I-95") for the I-95 Express Toll Lanes Project; and

WHEREAS, to satisfy its Maryland Reforestation Law mitigation requirement for forest impacts incurred during highway construction, pursuant to Md. Code Ann., Natural Resources, §5-103 et seq., the AUTHORITY has agreed to plant two (2) reforestation areas and several individual trees, as shown on Exhibit A, attached hereto (the "Project"); and

WHEREAS, the AUTHORITY has agreed to fund the Project and will hire a competent contractor, who shall be the lowest responsive and responsible bidder (the "Contractor"), to perform and to manage the Project in accordance with the AUTHORITY's Invitation for Bids for Contract No. KH-2451-000-006 attached hereto as Exhibit B and incorporated by reference herein; and

WHEREAS, the COUNTY and the AUTHORITY agree that the AUTHORITY shall use its best efforts to ensure that the Contractor plants the equivalent total area of 1.25 acres of mitigation as shown on Exhibit A and adheres to the terms and conditions of the Project as set forth in Exhibit B; and

WHEREAS, the Parties desire to enter into this MOU for the purpose of setting forth their relationship and responsibilities with respect to the Project;

NOW, THEREFORE, the AUTHORITY and the COUNTY agree as follows:

1. The term of this MOU shall begin upon approval by the COUNTY and shall expire upon completion of the obligations of the Parties as set forth herein and any amendments hereto. Unless otherwise agreed in writing between the parties, the terms and conditions of this MOU shall continue until Project completion or termination of the Project as set forth in Exhibit B. The AUTHORITY shall oversee completion of the planting projects, as outlined in Exhibit B. The planting shall be completed within ten (10) months of the commencement of the Project. All efforts shall be made to obtain the planting materials as listed in Exhibit B, and any substitutions must be approved by the COUNTY. The AUTHORITY shall oversee maintenance of these plantings for one (1) year following the completion of planting.

2. This MOU will serve as a right of entry for the AUTHORITY and its Contractor, and provide access to the Project for implementation of the planting and for one (1) year of watering and maintenance following the completion of planting as set forth in Exhibit B.
3. Prior to beginning the Project, the AUTHORITY shall provide the COUNTY with the name and the duly authorized and designated contact person for the Contractor.
4. The AUTHORITY shall require that the Contractor provide all insurance coverages as set forth in Exhibit B and the coverages required by the COUNTY as set forth in Exhibit C attached hereto. Additionally, the AUTHORITY shall require that the COUNTY be named as an additional insured.
5. The COUNTY's Department of Recreation and Parks will designate a representative with authority to make timely decisions regarding the Project and to coordinate activities and actions as the Project progresses and meets the project goals as outlined in Exhibit B.
6. The COUNTY accepts the mitigation plantings on COUNTY owned parkland, as shown in Exhibit A, attached hereto and incorporated herein. This parkland is protected open space.
7. All notices under this MOU should be directed to:

FOR THE AUTHORITY: David A. LaBella, P.E.
Project Manager, I-95 Express Toll LanesSM Section 100
Maryland Transportation Authority
8019 Corporate Drive, Suite F
Baltimore, MD 21236

FOR THE COUNTY: Arden C. McClune, Director
Department of Parks and Recreation
702 North Tollgate Road
Bel Air, Maryland 21014

8. The Parties shall:
 - i) Work cooperatively with respect to the development of the Project and with respect to the tasks outlined in the Exhibits attached to this MOU; and
 - ii) Comply with Federal, state and local laws prohibiting discrimination upon the basis of race, sex, sexual orientation, creed, color, national origin or disability in this project. Comply with the requirements of authorities having jurisdiction.

This MOU constitutes the entire, full and final understanding between the Parties and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. This MOU may be amended only by written instrument, executed by the legally authorized representatives of the parties.

9. All exhibits and recitals form a part of this MOU.

10. This MOU shall be governed by and interpreted in accordance with the laws of the State of Maryland.
11. This MOU may be executed in any number of copies and each such copy shall be deemed an original.
12. This MOU shall inure to and be binding upon the Parties, their agents, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their respective authorized representatives, as shown below.

WITNESS

AGREED:

Maryland Transportation Authority

By: Barbara Jones

By: Harold Bartlett
Harold Bartlett
Acting Executive Secretary

Title: EXEC. ADMIN. ASST.

Date: 9-28-10

Date: 9/28/10

AGREED:

Harford County

By: Jasen M. Depp

By: Arden C. McClune
Arden C. McClune
Director
Department of Parks and Recreation

Title: ADMINISTRATIVE SECRETARY

Date: 10/5/10

Date: 10/5/10

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

Richard B. Berling
Assistant COUNTY Attorney

Shurita D. [Signature]
Assistant Attorney General
Maryland Transportation Authority

EXHIBIT C

HARFORD COUNTY'S INSURANCE REQUIREMENTS FOR THE CONTRACTOR

INSURANCE:

a) During the progress of the work, the Contractor shall provide and maintain the insurance set forth below. The Contractor will furnish certificates evidencing that such insurance is in force and will make every reasonable effort to provide that ten (10) days prior notice be given to Harford County, acting by and through the Department of Parks and Recreation (the "County") in the event of material change or cancellation.

<u>Type of Coverage</u>	<u>Limits</u>
Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000/accident \$100,000/employee disease \$500,000/disease aggregate
Bodily and Personal Injury	\$1,000,000 per person \$1,000,000 per occurrence
General Liability (including Contractual but excluding Completed Operations)	\$2,000,000 general policy aggregate per project.
Business Automobile Liability Insurance	\$1,000,000 combined single limit for bodily injury and/or property damage
Umbrella Excess Liability Insurance	\$1,000,000/occurrence \$1,000,000/aggregate limit
Fire and Extended Coverage (including Vandalism and Malicious Mischief) covering all material and Equipment at the job site furnished Under contract; but excluding Contractor's, subcontractor's Or Owner's tools and equipment And property owned by Employees.	Actual cash value
Special perils as	Amount of contract sum

Described in the
latest Insurances
Services Office form
approved in Maryland

per loss for all work at
the job site.

The County is to be an additional insured in the Contractor's commercial general liability and umbrella excess insurance. The County is to be a named insured in the builder's risk policy.

Contractor shall obtain the above-referenced insurance for the County, himself and his subcontractor in connection with their operations under this contract and at the job site until construction work is completed and accepted by the County.

b) The Contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every subcontractor who shall be engaged in the work, to comply with and qualify under such laws.

c) The Contractor shall save the County harmless against loss or damage arising from the Contractor's failure to comply with and qualify under such laws.

d) The Contractor agrees that if, by any reason of its failure, or failure of any such subcontractor to comply with and qualify under said laws the County shall be required at any time to pay any sum because any employee of Contractor or its subcontractor is or shall be considered as the employee of the County as provided in such Workers' Compensation laws, the Contractor shall repay to the County such sums paid by the County.

e) Evidence satisfactory to the County that the Contractor and each of its subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.

f) Policies for commercial general liability insurance must be written to protect the Contractor against claims arising from operations of subcontractors.

g) In all cases, Certificates of Insurance shall be forwarded to the County in duplicate. The County shall be listed for notification in event of cancellation. Certificates must be filed before starting any work at the site.

h) It is understood and agreed that the Contractor has bonded or will bond each of his employees engaged on the Project who have fiduciary responsibility. It is further agreed that the Contractor shall pay to the County any sum or sums recovered from the Bonding Company arising out of acts of said employees involving funds of the County or property of the County. The bonds shall provide that coverage shall extend to and include the property of the County utilized in this project.

i) Any and all return premiums and dividends for insurance directly charged to the County by the Contractor in connection with this Agreement shall belong to and be payable to the County.

j) The contractor and his subcontractors shall maintain and make available for audit by the insurance company their representative payrolls and other records relating to the work

reasonably necessary for the purpose of computing insurance premiums. The Contractor shall assure that such information and records shall also be made available by his subcontractors.

k) The Contractor and subcontractor shall provide, at their own expense, automobile bodily injury and property damage liability insurance covering all automobiles whether owned, hired, or non-owned operated by or on behalf of the Contractor or subcontractors, with not less than the following limits:

Bodily Injury	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

l) Prior to beginning work at the job site, the Contractor and subcontractor shall furnish to the County, Certificates of Insurance as evidence of the existence of such automobile liability insurance. Such certificates shall contain a ten (10) day prior written notice of cancellation or material change to the County.

m) Contractors or subcontractors may at their own cost and expense obtain insurance additional to that required by the County under this Contract.

n) The Contractor agrees to indemnify and save harmless the County from any and all losses, liabilities, damages, costs and expenses (including cost of defense, settlement, and reasonable attorney's fees), which the County may hereafter incur or be responsible for or pay for (to the extent that the same arises out of or are in connection with construction or operation of the Project) as a result of bodily injuries (including death) to any one person or damage (including loss of use) to any property caused by the sole negligence or wrongful acts of the Contractor (or any of his employees) or any person, firm or corporation (or any employees thereof) directly or indirectly employed or engaged by the Contractor.