

**LANCASTER COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY**

**REQUEST FOR PROPOSAL**

**for**

**Construction & Demolition Waste  
Characterization Study**

**JUNE 2018**

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## 1.0 REQUEST FOR PROPOSAL

### REQUEST FOR PROPOSAL

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
Lancaster, Pennsylvania

#### Construction & Demolition Waste Characterization Study

The Lancaster County Solid Waste Management Authority (LCSWMA) is requesting proposals from qualified firms to conduct a Construction & Demolition (C&D) Waste Characterization Study. The Authority intends to enter into a Professional Services Agreement with the selected firm to conduct the study as described in this proposal.

Proposals in response to this Request for Proposal (RFP) must be received on or before 4:30 p.m. on Friday, June 22, 2018. Proposals received after this date will not be considered. Proposals shall include all information requested in this RFP document and be prepared at the cost and expense of the Respondent. Proposals shall be submitted to:

Erin M. Saylor  
Business Development Manager  
Lancaster County Solid Waste Management Authority  
1299 Harrisburg Pike  
P.O. Box 4425  
Lancaster, PA 17604-4425  
[esaylor@lcswma.org](mailto:esaylor@lcswma.org)  
717-553-5861

The RFP document may be examined without charge at the LCSWMA office at 1299 Harrisburg Pike.

LCSWMA hereby reserves the right, at its sole discretion, which is understood and agreed by all firms, to reject any and all proposals and to waive any omissions, errors, mistakes, defects, or irregularities in any proposal.

## 2.0 DEFINITIONS

Any capitalized term used in the Contract shall have the following meaning:

Agreement -	The written agreement between LCSWMA and Consultant covering the Work to be performed and any other Contract documents are attached to the Agreement and made a part thereof.
Authority -	The Lancaster County Solid Waste Management Authority (LCSWMA).
Change Order -	A document signed by the Consultant and LCSWMA which authorizes an addition, deletion, or revision in the Work, or in the Contract Price or Contract Time issued on or after the Effective Date of the Agreement.
C&D -	Construction & Demolition material. Defined by PADEP as solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.
Consultant -	The person, firm or corporation with whom LCSWMA has entered into the Agreement.
Contract -	The Agreement, together with all amendments, modifications, and supplements issued on or after the Effective Date of the Agreement.
Contract Price -	The monies payable by LCSWMA to Consultant under the Contract documents as stated in the Agreement.
Contract Time -	The term stated in the Agreement.
Effective Date of the Agreement -	TBD
Landfill -	The LCSWMA landfill located at 3049 River Road Conestoga, PA.
LCSWMA -	The Lancaster County Solid Waste Management Authority (Authority).
RFP -	The LCSWMA Request for Proposal.
Respondent -	Any firm submitting a response to the RFP.
Subcontractor -	Any individual, firm or corporation having a contract with the Consultant or with any other Subcontractor for the performance of any part of the Work.

- Submittal - The offer or Proposal submitted by the Respondent on the prescribed form and in the manner described setting forth the fees for the Work to be performed by the Consultant.
- Summer - Months June-August.
- Winter - Months January-February.
- Work - Any and all obligations, duties and responsibilities required by the Consultant to successfully complete the requirements of the Contract, including all labor, materials, equipment and other incidentals and all the furnishing thereof.

### **3.0 SCHEDULE**

The following dates have been established for the proposed services:

Distribute RFP	Wednesday, June 6, 2018
Deadline for Questions	Friday, June 15, 2018
Proposal Due Date	Friday, June 22, 2018
Award	Friday, June 29, 2018

## **4.0 BACKGROUND INFORMATION**

The Lancaster County Solid Waste Management Authority (LCSWMA) was established to serve the solid waste disposal needs of the citizens and industries of Lancaster County, Pennsylvania. LCSWMA manages the municipal solid waste and recyclable materials from Lancaster County, Pennsylvania homes and businesses, as well as refuse for the City of Harrisburg and surrounding Dauphin County communities. Once the waste is delivered by private haulers, LCSWMA employs a multi-step approach to trash disposal and processing, called an Integrated System. This Integrated System not only saves significant landfill capacity, it also creates clean, renewable energy (electricity).

LCSWMA's integrated waste management system (collectively referred to as "the System") consists of the following: (1) two transfer stations permitted which manage approximately 2,000 tons per day; (2) two mass burn resource recovery facilities for the combustion of waste and production of electricity, one is permitted to process 1,200 tons per day and one is permitted to process 800 tons per day; (3) the Frey Farm Landfill, permitted for the disposal of 3,000 tons of waste per day; (4) a County-wide recycling program; and (5) a drive-through Household Hazardous Waste Facility.

## **5.0 PURPOSE OF THE PROJECT**

LCSWMA is issuing this RFP to identify qualified consultants to perform and report on a C&D waste characterization study for the Authority. The purpose of this study is to characterize the components that make up the C&D waste stream. LCSWMA will use the results of this study to aid in development of a business model to analyze the feasibility of C&D recycling and landfill diversion.

## **6.0 SCOPE OF WORK**

### **6.1 Waste Characterization**

The Consultant will conduct a full waste-characterization study on C&D delivered to the LCSWMA landfill. The study should follow the general guidelines of the ASTM D5231 designation for MSW waste sorting to ensure the highest level of accuracy possible. Respondents should identify instances where the ASTM D5231 will not or cannot be followed. To account for seasonality two studies are planned, one to be conducted in the Summer of 2018 and one to be conducted in the Winter of 2019. Respondents will include an overview of C&D components to be quantified.

The C&D managed by LCSWMA is either direct delivered by haulers to the landfill or delivered to one of two LCSWMA transfer stations, located in Lancaster and Harrisburg. C&D delivered to the transfer stations are transported to the LCSWMA landfill via walking floor trailers. LCSWMA believes that the C&D delivered to each of our facilities will result in three unique types of C&D material and expects each to be analyzed and categorized separately.

## 6.2 C&D Delivery Data for 2017

Avg Daily volumes are assumed to be delivered Monday-Friday, with 255 operating days annually.

C&D deliveries to the LCSWMA system, based on 2017 actuals are as follows:

	2017 Total Tons	2017 Avg Daily Tons	Winter Avg Daily Tons	Summer Avg Daily Tons	Avg Tons / Delivery
Landfill	32,463	127	104	131	3.5 (direct delivery)
Harrisburg	28,108	110	77	121	20.0 (transfer trailer)
Lancaster	67,731	266	200	287	20.0 (transfer trailer)
<b>Total LCSWMA C&amp;D</b>	<b>128,302</b>	<b>503</b>	<b>381</b>	<b>539</b>	

## 6.3 Siting of Study

The C&D sorting will occur at the Landfill site, which is where the three LCSWMA C&D waste streams are disposed of. The Respondent should identify the amount of space needed, required LCSWMA equipment, and necessary LCSWMA operational assistance to conduct the study.

## 6.4 Timing of Study

The Consultant must be able to conduct a 2018 Summer study and a 2019 Winter study.

## 6.5 Interface with LCSWMA

Respondents will be required to provide C&D material reports within 1 month upon completion of the onsite component of the seasonal studies. If the report can be provided sooner than 1 month, please indicate how much time is needed for completion.

## 7.0 PROPOSAL EVALUATION CRITERIA

This RFP is intended to solicit proposals for a Waste Characterization Study of LCSWMA's C&D. Upon LCSWMA's evaluation of the proposals, LCSWMA intends to award a Contract for such services upon terms mutually acceptable to the Consultant and LCSWMA.

The technical and financial capacity of the Consultant to perform the obligations of the Contract, the Consultant's previous experience on similar projects, and prices submitted with the RFP will all be considered in evaluating the proposals.

Sections 9 and 10 contain forms that must be completed by the Respondents to this RFP. The forms in Section 10 allow Respondents to list proposed project personnel, hourly billing rates for said personnel, and estimated manhours for the tasks discussed in this proposal.

The Consultant selected for award of the Contract will be chosen on the basis of its technical

qualifications, including past waste characterization experience, project understanding, pricing, and professional capability to perform the Contract. The selection for award of the Contract will be based upon the proposal deemed by LCSWMA to best fit its needs.

### **7.1 Minimum Qualifications**

At a minimum, Respondents interested in performing the work described in this proposal must have qualified personnel having experience in the following areas:

1. Demonstrated experience in waste characterization studies of similar scale.
2. Experience with C&D waste characterization studies preferred.

## **8.0 INSTRUCTIONS TO RESPONDENTS**

All questions should be submitted to Erin Saylor prior to 4:30 p.m. Friday, June 22, 2018. Submittals to LCSWMA in response to this RFP shall include the following:

### **8.1 Cover Letter**

- (a) The cover letter shall be signed by the Chief Executive Officer or Authorized Signatory of the Respondent, and shall include statements of intent to agree to the indemnification provisions of the Agreement (Section 11 of this RFP) and intent to adhere to the insurance requirements of this Agreement (Section 11 of this RFP).

### **8.2 Organizational and Operational Information**

- (a) Describe the legal organization of the Respondent. Identify the involvement of any parent companies, subsidiaries, partners or joint ventures. Provide the name, address and telephone number of the appropriate contact person.
- (b) Identify any Subcontractors which are proposed by the Respondent to be utilized in fulfillment of the requirements of this RFP. Provide the name, address and telephone number of the appropriate contact person(s).

### **8.3 Technical Information**

- (a) Describe the Respondent's organization and staffing, including the project manager and key personnel who will be assigned to the LCSWMA project. Provide resumes of all management and other personnel anticipated to be involved with the project.
- (b) Include a copy of a study prepared for another municipal solid waste authority or comparable organization.

- (c) Include detailed explanation of how the study will be conducted to meet LCSWMA's requested Scope. Explanation is not limited to, but must include:
  - 1. Material component categories that will be analyzed.
  - 2. The selection matrix of how loads from each of the three C&D waste streams (Landfill direct and two transfer stations) will be chosen for sorting. Include number of loads from each C&D waste stream to be sorted daily.
  - 3. Amount of space needed, required LCSWMA equipment, and necessary LCSWMA operational assistance to conduct the study.
  - 4. Provide dates of availability for both the Summer and Winter studies.

#### **8.4 Financial Information**

- (a) Describe the financial capability of the Respondent to fully satisfy all of the anticipated requirements of the Contract.
- (b) Demonstrate the ability of the Respondent to submit, on the required date, the Certificate of Insurance required (see Section 11 of this RFP).
- (c) Include a copy of the Respondent's most recent audited financial statement.

#### **8.5 Forms**

Submittals to this RFP shall include the following forms, completed in full:

- (a) Consultant Identification - Form Number 9.1
- (b) Letter of Intent - Form Number 9.2

#### **8.6 Cost Information**

Respondents to this RFP shall include the following:

- (a) Completed forms provided in Section 10 of this RFP, including:
  - (i) Costs for a Summer and Winter C&D waste characterization studies required during this Contract.
  - (ii) Estimated costs for reimbursable expenses, including applicable subcontracted services.
  - (iii) Costs for production of reports related to the studies

#### **8.7 Submittal of Proposal**

- (a) Three (3) copies of the proposal must be submitted to LCSWMA by the proposal due date.

## **8.8 Miscellaneous**

- (a) During the term of the Contract, the Consultant shall be required to understand and comply with any and all pertinent requirements of applicable federal, state and local laws and regulations.
- (b) Respondents to this RFP shall include any information that may assist LCSWMA in evaluating the RFP. Specifically, the Respondent should include a description of any “value-added services” unique to the Respondent’s firm which would enable them to better fulfill the tasks required by this RFP.

## **SECTION 9.0**

### **FORMS**

**FORM NUMBER 9.1**  
**CONSULTANT IDENTIFICATION**

Name of Consultant:

Consultant Address:

Principal Place of Business:

Date of Incorporation or other formation:

Location of Incorporation or other formation:

For Each of the Consultant's Principal Officers and Directors:

	<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
1.			
2.			
3.			
4.			

Stockholders in the Consultant's Corporation who own 10% or more of its stock in any class:

Name

Address

All General Partners or owners in a Partnership or other entity:

Name

Address

If one or more stockholders or partners is itself a Corporation or Partnership, the Stockholders holding 10% or more of that Corporation's Stock, or the individual partners in that Partnership, as the case may be:

Name

Address

Disclosure statements of Stockholders/Partners must be included with this document.

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## **FORM NUMBER 9.2**

### **LETTER OF INTENT**

The undersigned, as Respondent, has submitted a proposal in response to a Request for Proposal (RFP) distributed by the Lancaster County Solid Waste Management Authority (LCSWMA).

The Respondent represents that the contents of the proposal are accurate and complete.

The Respondent acknowledges that LCSWMA may refuse to consider any proposal that fails to meet the requirements of the RFP or the items in this Letter of Intent.

The Respondent is able to provide the Certificate of Insurance required by Section 11 of this RFP.

The Respondent affirms its ability to meet any and all environmental laws, regulations, and standards applicable to the services requested in this RFP.

The Respondent acknowledges and agrees that the preparation of a proposal and the participation in the procurement process called for in this RFP is at the sole cost and expense of the Respondent and that LCSWMA assumes no liability for any such costs.

The Respondent acknowledges that LCSWMA reserves the right, in its sole discretion, to

modify the procurement process and schedule at any time, and to determine the Respondents best qualified to submit proposals.

The Respondent declares that the only persons interested in the proposal as principals are named in the proposal and that no person other than mentioned in the proposal has any interest as principal in the procurement process or in any Contract to be entered into; that the proposal is made without collusion, fraud or other anticompetitive activity; and that the proposal is submitted in good faith.

The Respondent declares that Respondent has reviewed the RFP and is prepared to enter into a Contract in the form attached to the RFP.

Execution by Respondent

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
CEO or Authorized Signatory

By: \_\_\_\_\_  
Authorized Signatory

Name and Address of Respondent:

Date:

The full names and addresses of persons or firms interested in the proposal, as principals, are as follows:

STATE OF \_\_\_\_\_ :  
: ss:  
COUNTY OF \_\_\_\_\_ :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2018, before me \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ and \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of \_\_\_\_\_ (Respondent) a corporation/partnership, and that they as such \_\_\_\_\_ and \_\_\_\_\_, being authorized to do so, executed the foregoing Letter of Intent for the purpose therein contained by signing the name of the corporation/partnership by themselves, as \_\_\_\_\_ and \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public

My Commission Expires:

**SECTION 10.0**

**PROPOSED PROJECT STAFF**

**&**

**ESTIMATED PROJECT COSTS**

## **10.0**

### **PROPOSED PROJECT STAFF & PROJECT COSTS**

Respondents must ensure that the Senior Project personnel being proposed for this project have ample experience in conducting waste characterization studies. Resumes must be provided for key personnel proposed for the task.

#### **10.1 Minimum Qualifications**

At a minimum, Respondents must propose personnel having at least five (5) years experience in the field of solid waste management and expertise in waste characterization studies. Proposed personnel should have experience in preparing similar plan updates for other clients.

## **PROPOSED PROJECT STAFF**

### **Senior Project Personnel**

<b>Name</b>	<b>Title</b>	<b>Billing Rate</b>

### **Project Technical Personnel & Administrative Support Staff**

<b>Name</b>	<b>Title</b>	<b>Billing Rate</b>

**LCSWMA RFP: C&D WASTE CHARACTERIZATION STUDY**

**Estimated Manhours**

<b>TASK</b>	<b>Senior Personnel</b>	<b>Technical</b>	<b>Admin.</b>	<b>Total Cost</b>
(1) Summer Waste Characterization Study_____	_____	_____	_____	_____
(2) Summer Report Preparation _____	_____	_____	_____	_____
(3) Winter Waste Characterization Study_____	_____	_____	_____	_____
(4) Winter Report Preparation _____	_____	_____	_____	_____

**TOTAL PROJECT COST \$ \_\_\_\_\_**

**TOTAL REIMBURSABLE EXPENSES (from below) \$ \_\_\_\_\_**

**REIMBURSABLE EXPENSES**

**SUMMER STUDY**

(1) Mileage (cost per mile): \$ \_\_\_\_\_ (2) Airfare: \$ \_\_\_\_\_

(3) Subcontractors: \$ \_\_\_\_\_  
 (List services to be provided by others and approximate total costs for said services)

**WINTER STUDY**

(1) Mileage (cost per mile): \$ \_\_\_\_\_ (2) Airfare: \$ \_\_\_\_\_

(3) Subcontractors: \$ \_\_\_\_\_  
 (List services to be provided by others and approximate total costs for said services)

## **SECTION 11.0**

## **AGREEMENT**

## AGREEMENT

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 between the Lancaster County Solid Waste Management Authority (LCSWMA), a municipal authority with its principal office at 1299 Harrisburg Pike, Lancaster, Pennsylvania and \_\_\_\_\_ ("Consultant").

Background: This Agreement is executed pursuant to a Request for Proposals ("RFP") issued by LCSWMA on June 4, 2018, which RFP, including all defined terms, is incorporated by reference in this Contract as if set forth in full in this Contract.

Intending to be legally bound, LCSWMA and Consultant agree as follows:

1. Definitions. Any capitalized terms used in this Agreement are defined in Section 2.
2. Term. The term of this Agreement shall be from the date of award of Contract until completion of the Winter C&D study. LCSWMA, at its discretion, reserves the right to extend the term of said Agreement based upon terms mutually agreeable to the Consultant and LCSWMA.
3. Price. LCSWMA shall pay Consultant in accordance with Consultant's fees as described in Section 10 of the RFP.
4. Work. Consultant shall perform the Work specified in the Scope of Work set forth in

Section 6 of the RFP.

5. Insurance. At all times during the term of this Agreement, Consultant shall maintain in full force and effect employer's liability, worker's compensation, general and excess liability, automobile liability, and professional liability errors and omissions insurance. All insurance shall (a) be by insurers and for policy limits acceptable to LCSWMA, (b) be on an "occurrence basis" and (c) name LCSWMA as an additional insured.

Certificates of Insurance acceptable to LCSWMA shall be filed with LCSWMA prior to commencing the Work. Certificates shall be signed by a duly authorized officer of the insurance company or an authorized agent or broker. Certificates shall stipulate that LCSWMA shall receive sixty (60) days prior written notice of any change in or cancellation of coverages.

Consultant shall carry at least the following types and amounts of insurance:

	<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
1.	Worker's Compensation	Statutory
2.	Employer's Liability	\$500,000
3.	General Liability:	
	a. Bodily Injury	\$500,000 per person per occurrence
	b. Property Damage	\$500,000 per occurrence
	c. Aggregate	\$1,000,000
4.	Excess Liability	\$1,000,000 each occurrence
5.	Automobile Liability:	
	a. Bodily Injury	\$500,000 per person per occurrence
	b. Property Damage	\$500,000 per occurrence
	c. Aggregate	\$1,000,000

6.	Professional Liability Errors & Omissions	\$500,000
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6. Consultant Warranties. Consultant warrants that it has investigated and satisfied itself as to all conditions affecting the Work, including but not limited to, those bearing upon: (a) federal, state or local legal requirements, permits, licenses and limitations; (b) factors affecting transportation, disposal, handling or storage; (c) availability of labor; (d) uncertainties of weather; (e) the character of equipment and facilities required; and (f) physical conditions at the sites of Work performance.

7. Compliance. Consultant shall perform the Work, and acquit all other duties under this Contract, in complete and good faith compliance with all applicable federal, state and local laws and regulations.

8. Reliance. LCSWMA shall rely upon the expertise, competence and good faith of Consultant in the performance by Consultant of this Contract, including without limitation (a) identifying, acquiring and maintaining the personnel, procedures, vehicles, equipment and materials which are suitable to perform this Contract and (b) the full compliance with all requirements imposed by federal, state and local laws and regulations.

9. Reimbursement. Consultant shall reimburse LCSWMA for any actual damages or costs, including both direct and consequential costs and damages, as well as court costs and reasonable attorneys' fees, related to or arising out of Consultant's failure to perform Consultant's obligations under this Contract. This remedy shall be in addition to, not in lieu of, any other remedies of LCSWMA provided by law, equity or this Contract.

10. Withholding. In the event that Consultant fails to perform any of Consultant's obligations under this Contract, LCSWMA shall have the right to withhold payments to Consultant to the extent of any amount owed by Consultant under any provisions of this Contract. This remedy is in addition to, and not in lieu of, any other rights of LCSWMA provided by law, equity or this Contract.

11. Changes. LCSWMA shall have the right to request reasonable changes to the Scope of Work during the term of this Contract. Provided these changes do not require a Change Order, services will be provided by the Consultant in accordance with the fees set forth in the Contract.

In the event that LCSWMA deems it in its best interest to issue a Change Order prior to the conclusion of, or in the absence of, agreement upon a change order fee, Consultant shall be obligated to perform the Work as changed. In any such event, Consultant shall be entitled to reasonable, actual costs plus a reasonable overhead and profit on any Change Order issued by LCSWMA, and Consultant shall submit a written claim (together with detailed itemization of the basis for such claim) for a change order fee within thirty (30) days of the receipt of such Change Order. If LCSWMA does not accept the amount of the change order fee submitted by Consultant, the parties will attempt in good faith to negotiate the change order fee, and in the absence of an agreement, the change order fee shall be determined by arbitration in accordance with paragraph 18 of this Contract.

12. Independent Contractor. For all purposes (including but not limited to laws and regulations concerning employees' compensation, workers' compensation and other labor matters; the keeping of records, making of reports and payment of taxes and contributions; etc.), Consultant is, and at all times for the term of this Contract shall be and remain, an independent contractor and employing unit. Neither party under this Contract is the agent or employee of the other; and neither party under this Contract is authorized to make any representations or incur any liabilities on behalf of the other party.

13. Indemnification. Consultant shall assume full responsibility for all its officers, employees and agents. Consultant understands that Consultant, its employees, agents and invitees will be working on and around the facilities of LCSWMA, which are inherently dangerous industrial facilities. Consultant, its employees, agents and invitees will take all necessary precautions to avoid injury, will comply with the rules and regulations of LCSWMA, and will be fully responsible for any injury, death or property damage they suffer. Consultant shall indemnify LCSWMA and hold and save LCSWMA harmless from and against all claims, demands, and causes of action which may be asserted by any person (including the officers, employees or agents of Consultant, whether or not otherwise covered under workers' compensation laws), because of any injury to property, injury or death to any person, or any other cause whatsoever, which arises out of or is related to any of the acts or omissions of Consultant or its officers, employees or agents, whether intentional, unintentional, reckless, negligent, or inadvertent. Consultant's obligations for indemnification provided in this Agreement shall apply except to the extent of any sole gross negligence of LCSWMA. Consultant understands that LCSWMA is protected by sovereign immunity and will protect itself and its employees, agents and invitees by all appropriate insurance.

14. Subcontracts. Consultant shall not enter into any subcontracts for the Work to be performed under this Contract, either in whole or in part, without the prior written consent of LCSWMA.

15. Assignments. Consultant shall not assign this Contract and any unauthorized assignment shall be void.

16. Modifications. This Contract shall not be modified except in writing and executed by both parties.

17. Integration. This Contract forms the entire Agreement of the parties and supersedes any prior agreements or understandings between the parties.

18. Governing Law. This Contract and any issues as to its validity, construction or performance shall be governed by the laws of the Commonwealth of Pennsylvania. Exclusive jurisdiction and venue shall lie in the state and federal Courts having jurisdiction in the County of Lancaster, Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

LANCASTER COUNTY SOLID  
WASTE MANAGEMENT AUTHORITY

Name of Consultant

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

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

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

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

Attest: \_\_\_\_\_ Signature

(Corporate Seal)