



science +
technology
park
at johns hopkins

Request for Proposals

Phase I Environmental Site Assessment

Public Health Laboratory

Issue Date: February 26, 2010

Proposal Due Date: March 16, 2010

NOTE: The most up-to-date RFP documents are available from the web site listed herein. Please check website for latest version, updates and amendments concerning this RFP.

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I. Introduction

This RFP pertains to the development of a new build-to-suit public health laboratory for the Maryland Department of Health & Mental Hygiene (the “Project”) in East Baltimore. On behalf of Maryland Economic Development Corporation (MEDCO) (“Owner”), Forest City – New East Baltimore Partnership (FC-NEBP) is seeking proposals from qualified environmental services firms to complete a Phase 1 Environmental Site Assessment (ESA) for the Project. We are providing information and attachments herein to assist in offerors’ proposal preparation and to help ensure such proposals are responsive to the submission requirements.

II. Background Information

In 2004, East Baltimore Development, Inc. (EBDI) selected Forest City - New East Baltimore Partnership (FC-NEBP) as the master developer of the first phase of an initiative to provide economic development and community revitalization to an 80 acre portion of the East Baltimore Community (see Exhibit 1 – Current Master Site Plan). EBDI is a non-profit 501(c)(3) organization charged with leading and managing the revitalization effort of East Baltimore. EBDI works with support from a long list of partners including the City of Baltimore, the State of Maryland, and a number of local civic groups and charitable foundations. FC-NEBP has signed a Master Development agreement with EBDI.

Forest City Science + Technology teamed with Presidential Partners, a group of locally experienced developers and contractors, to form Forest City – New East Baltimore Partnership. This entity is responsible to develop the first 31 acres (of the 80 acres total), which is currently referred to as the Science + Technology Park at Johns Hopkins. Forest City Enterprises is NYSE-traded national real estate development company that owns and manages more than \$8.0 billion of commercial, retail, residential and mixed use developments throughout the United States. Forest City’s Science + Technology group is a premier developer of bio-parks in the United States with 2 million square feet of existing wet-lab and office facilities and 5 million square feet currently under development. For more information about Forest City, Presidential Partners or FC-NEBP visit www.forestcity.net, www.presidentialpartnersllc.com or www.forestcityscience.net.

III. Project Information

1. The Project is estimated to be an approximately 4-5-story building, with a footprint of approximately 40,000 – 50,000 SF.
2. The proposed Project site (“Site”) shall be located within one of the development areas indicated in Exhibit A (Site Diagram). Owner will make final site determination prior to contract award. Proposals shall be based on Project Location No. 1.
3. Environmental site assessment reports have been prepared for neighboring sites within the Science + Technology Park and are available for viewing at FC-NEBP’s office. Please schedule access to view the documents through Karen Brice at 410-900-1006.
4. Offerors are strongly encouraged to visit the site and familiarize themselves with the existing conditions prior to proposal submittal. FC-NEBP will be conducting a preliminary site tour on March 9, 2010, from 10:00 am – 11:30 am. Parties interested in participating in the FC-NEBP led site tour must RSVP with Karen Brice at 410-900-1006 no later than 2:00 pm on March 4, 2010.

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IV. Specific Scope of Work

1. Perform a records review to determine the proximity of the Site to known and potential contaminant sources. Information sources utilized shall include, but not be limited to:
 - a. Commercially available environmental databases specified in the ASTM E 1527 (latest edition)
 - b. Local and/or State Environmental Department(s), local Fire Department, local Zoning/Planning Office(s); local Permitting/Use and Occupancy Office(s); and the local electric utility company
 - c. Published geologic, hydrogeologic, and topographic data
 - d. Historical aerial photographs and topographic maps
 - e. Fire insurance maps
 - f. Historical city directories
 - g. Listings of previous site owners
2. Perform an onsite reconnaissance of the Site and adjoining properties to determine the general setting of the Site such as the current use of the Site, indications of past uses of the Site, topographic conditions, the presence of on-site structures, and the presence of on-site roads and other improvements.
3. Conduct a site visit that will include an inspection for the following: hazardous substances and/or petroleum products; evidence of underground storage tanks; aboveground storage tanks; odors; pools of liquid; potential sources of polychlorinated biphenyls; stains or corrosion on floors, walls or ceilings; floor drains; sumps; pits; ponds; lagoons; stained soil or pavement; stained or stressed vegetation; wells; waste water discharges; uncharacteristic mounds or depressions; and illegal dumping.
4. Perform interviews – including but not limited to owners, occupants, property managers, and governmental officials to obtain information indicating recognized environmental conditions in connection with the property.
5. Prepare and present evaluations and reports to Owner. Evaluations and reports are to include findings, opinions, conclusions and components as listed in ASTM Standard #E 1527 (latest edition) and formatted per section 11 and Appendix X2, and as listed in ASTM Standard #E 1528 (latest edition) and formatted per section 6, unless otherwise requested by Owner.

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IV. Specific Scope of Work (cont.)

6. The following industry and regulatory standards and all of the performance requirements that they contain shall be part of the requirements of the scope of work for preceding tasks as if they were repeated in full herein, unless indicated otherwise by Owner in writing. These two standards combined with applicable local and state regulations form the basis as the minimum investigation, analysis and reporting requirements necessary to satisfy Owner's requirements for satisfactory completion of a Phase I Environmental Site Assessment process for Owner. ASTM standards referenced for Phase I ESAs include but are not necessarily limited to the following:

- ASTM Standard #E 1527 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, latest edition, and;
- ASTM Standard #E 1528 Standard Practice for Environmental Site Assessments: Transaction Screen Process, latest edition.

In the event that any of the aforementioned regulations/standards are in conflict, the more stringent option shall be utilized.

7. The Site is currently partially occupied. Coordinate access to the Site and any requirements related to obtaining a right of entry with Owner.
8. Provide project management, administrative management and administrative support necessary for the work hereunder. This includes all subconsultant contract administration and supervision.
9. Continuously monitor status of Consultant's (and subconsultant's) work hereunder and update status, providing Owner management timely information regarding possible problems and proposed action required to mitigate such problems.
10. All deliverables will initially be provided to Owner in draft form for review and comment based upon an agreed schedule. Consultant shall allow Owner a minimum of 3 calendar days to review major project deliverables.
11. Each deliverable shall be reviewed by Owner project manager and requires formal acceptance prior to payment for such task. The primary focus of the review by the project manager will be on the content of the deliverable and to determine compliance with the project plan and terms of the contract. Produce a comprehensive, indexed and bound deliverable, including all of the work products required to perform the scope of work items listed herein. Submit 5 printed bound copies of subject deliverable as well as an electronic version.
12. Consultant shall coordinate its work with all contractors and consultants employed by Owner.
13. Provide limited support after submission of the ESA report and work products, as necessary to clarify the contents of deliverables to Owner staff and other contractors to the Owner.

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V. Proposal Contents

The Owner requires the following minimum information to be submitted for evaluation purposes. Please limit your proposal response to no more than 15 pages:

- (1) Brief Narrative Proposal Description
- (2) Project Schedule identifying all tasks, their durations and the following milestones
 - a. NTP
 - b. Complete Initial Fieldwork
 - c. Complete Records Review
 - d. Deliver Preliminary Recommendations
 - e. Deliver Draft Report
 - f. Deliver Final Report
- (3) Completed Bidder's Qualification Statement (See Attached Exhibit C)
- (4) Completed List of Subconsultants, if applicable (See Attached Exhibit D)
- (5) Inclusion Plan
- (6) Organizational chart identifying the team(s) that will be assigned to this project.
- (7) Resumes of each key individual(s) included on the proposed team
- (8) Completed Bid Form (see Attached Exhibit B)
 - a. Fixed Fee Amount
 - b. Bid Breakdown
 - c. Prices for Options
- (9) Hourly rates/Unit pricing for key personnel and additional services (*e.g.* borings, tests).

VI. Proposal Evaluation

Owner will evaluate offerors' qualifications in accordance with pertinent evaluation factors. If the offeror with the best qualifications also offers the lowest fee proposal, that offeror shall be the apparent awardee. If the best qualified offeror does not offer the lowest fee proposal, the evaluation team will analyze whether the differential in fee is commensurate with the value of the differential in qualifications, and shall make a selection of awardee based on such business analysis.

VII. Web Site RFP Documents

The RFP documents for this procurement are available on the FC-NEBP web site, which is: http://www.forestcityscience.net/hopkins/business_opportunities.shtml

Offerors shall regularly check the above web site to ensure that they have the most up-to-date documents.

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VIII. Proposal Submission

Firms must submit an electronic copy of their proposals no later than 2:00 pm, Tuesday, March 16, 2010 to the following email address: karenbrice@forestcity.net. Use the following convention for your email subject line: "Firm Name – Public Health Lab Phase I Environmental Site Assessment Proposal". All bids must be submitted using the Bid Form provided. Segregated bids will not be accepted. Any proposals received after this time, and/or that do not follow the requirements set forth in the RFP and Bid Form will not be accepted.

Bid Questions - Please direct any questions or requests for explanation/interpretation of this RFP to David Dill, Assistant Development Manager at daviddill@forestcity.net or (410) 900-1025 by no later than 2pm on March 9, 2010. All RFP related updates and information will be made available at:

http://forestcityscience.net/hopkins/business_opportunities.shtml

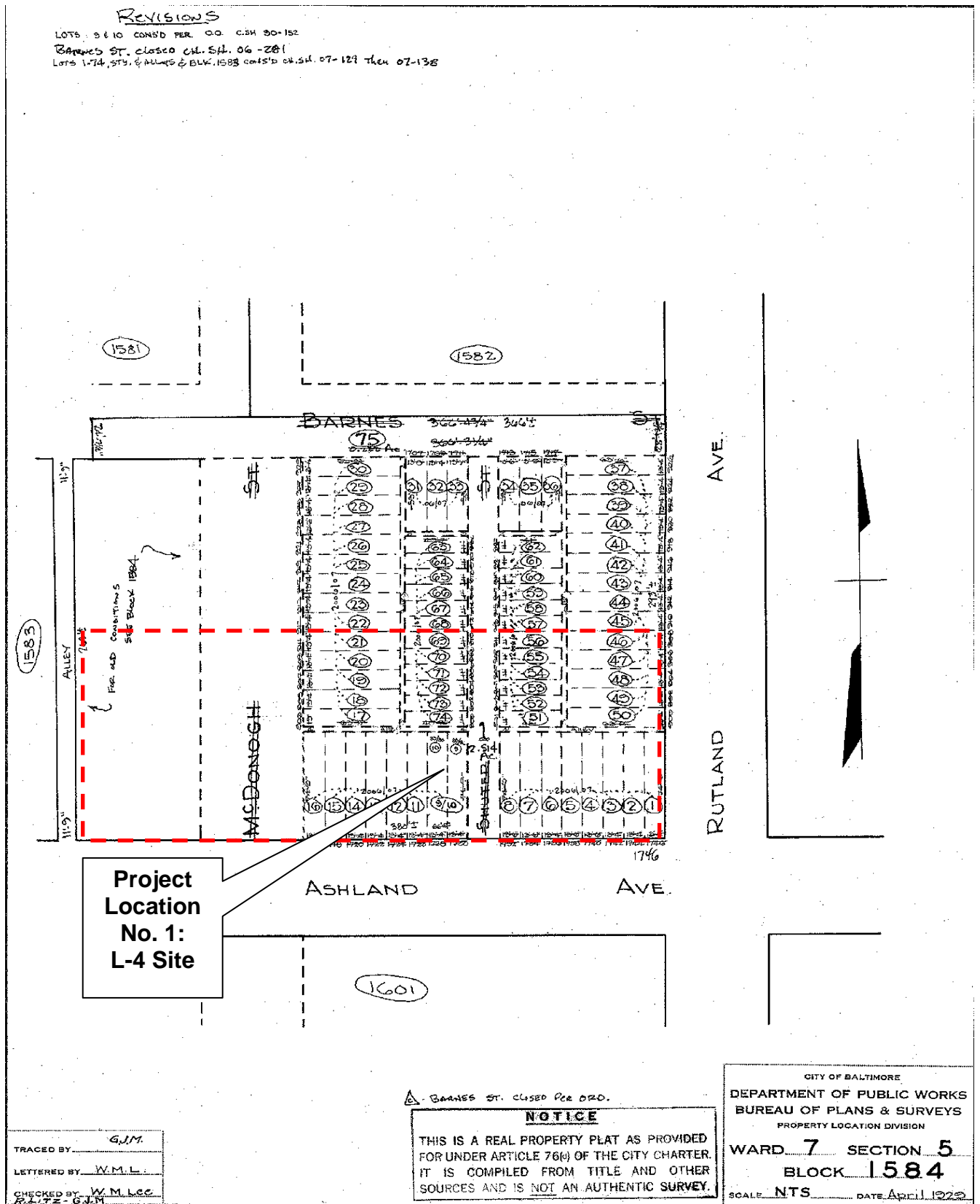
Note: This RFP does not obligate FC-NEBP or Owner to award a Contract nor will FC-NEBP or Owner reimburse firms for any costs to prepare a proposal and/or respond to this RFP.

IX. Inclusion Goals

The project's business requirements and goals include building the capacity for local (LBE), small, women owned (WBE) and minority owned (MBE) businesses to grow and compete effectively with their mainstream counterparts. For all bids of \$10,000 or more, each bidder must make good faith efforts to meet Owner's 21% MBE and 13% WBE inclusion goals. Bidders shall submit an Inclusion Plan; this plan should briefly describe how the bidder proposes to meet the stated inclusion goals, and outline roles and responsibilities for the team's MBE/WBE sub-consultant(s) and indicate the proposed MBE and WBE percentage participation for the base bid work. In the event the bidder cannot meet the stated inclusion goals, the bidder shall provide a detailed explanation including what efforts the bidder has undertaken to meet the goals, why the bidder was unsuccessful and/or why meeting the stated goals would have a significant negative impact on the bidder's competitiveness.

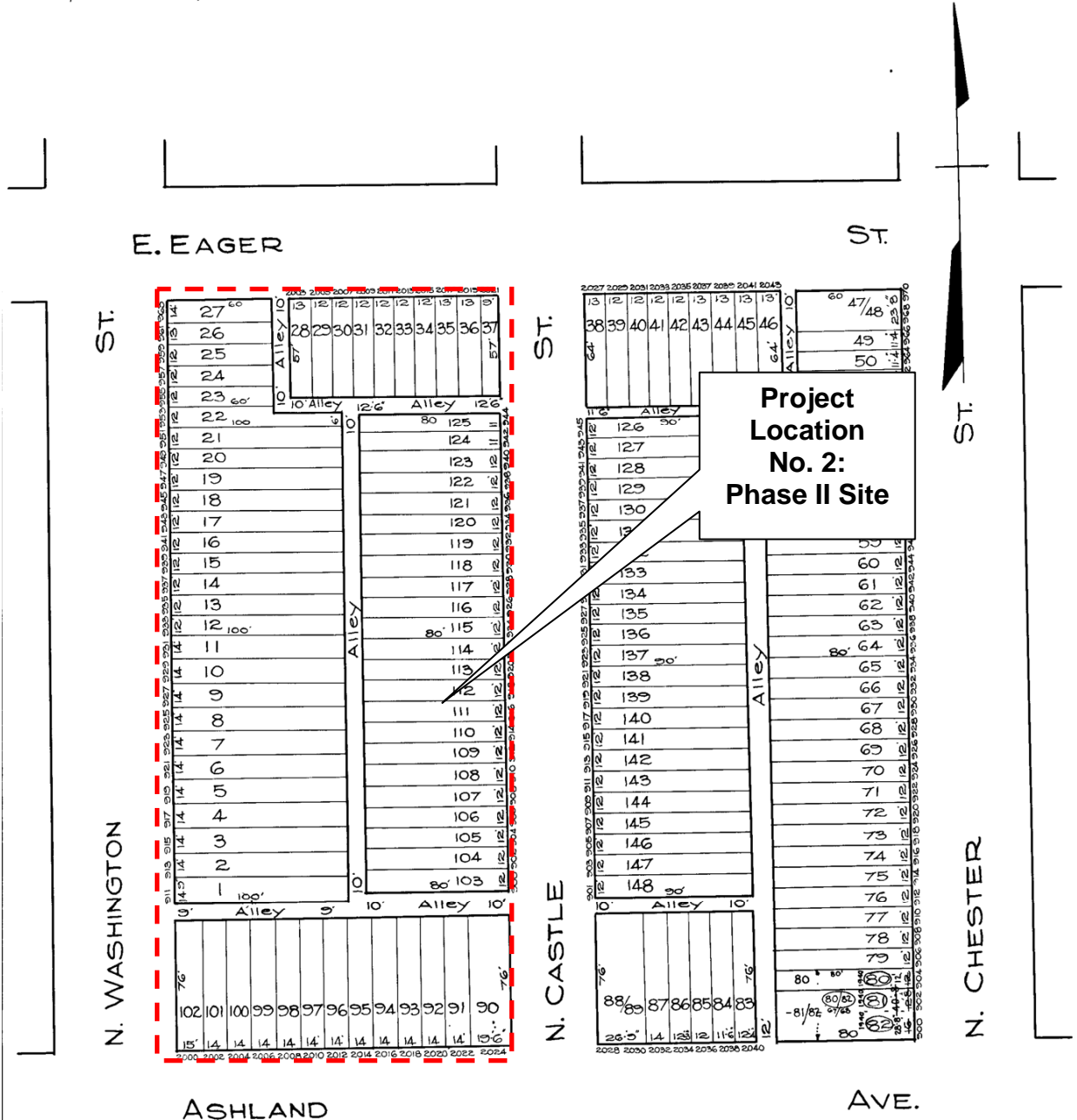
Certification - Legitimate MBE/WBE/LBE - To ensure that only businesses which are owned, managed and controlled in both form and substance by MBE/WBE/LBE's, all MBE/WBE/LBE businesses, including joint ventures and nonprofit organizations, must be certified under the Minority Business Enterprise Program of the Maryland Department of Transportation, pursuant to Title 14, Subtitle 3 of the State Finance and Procurement Article of the Annotated Code of Maryland or by the City of Baltimore's Minority and Women's Business Opportunity Office pursuant to Section 28 of Article 5 of the Baltimore City Code (2000 Edition). LBEs shall be defined as businesses which maintain offices and/or facilities with street addresses in the following zip codes: 21202, 21205, 21206, 21213, 21214, 21218, 21224, 21231, 21251, 21287.

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REVISIONS
Lots 80 to 82 Consd. App. 4081 C.Sh.1854
LOT 80/82 DIV PER DEED, C.SH.9887.



C. H. BAIN
 TRACED BY C. GILBERT
 LETTERED BY *Jan. Rokosky*
 CHECKED BY *R. LITZ*
C.H.B. - BAIN

NOTICE
 THIS IS A REAL PROPERTY PLAT AS PROVIDED
 FOR UNDER ARTICLE 76(H) OF THE CITY CHARTER.
 IT IS COMPILED FROM TITLE AND OTHER
 SOURCES AND IS NOT AN AUTHENTIC SURVEY.

CITY OF BALTIMORE
 DEPARTMENT OF PUBLIC WORKS
 BUREAU OF PLANS & SURVEYS
 PROPERTY LOCATION DIVISION
 WARD 7 SECTION 3
 BLOCK 1587
 SCALE: N.T.S. DATE April 1920

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EXHIBIT B - Bid Form

TO: Forest City – New East Baltimore Partnership, LLC, (the "Owner")
855 N. Wolfe Street, Suite 102
Baltimore, Maryland 21205
Attention: John Lecker, Vice President, Development Manager

FROM: Bidder whose name appears at bottom of this document.

FOR: Consultant Work for the Above Referenced Project.

Ladies and Gentlemen:

We have examined the Bidding Requirements, Contract Forms, Conditions of the Contract, all other Contract Documents referred to therein, as well as the Project Site and conditions affecting the Work.

We have received Addenda Number (s) _____ through _____ and have included their provisions in this Bid.

BASE BID

We propose to furnish all labor, materials, equipment, and other services necessary for the accomplishment and completion in a workmanlike manner of the Work, in accordance with the Scope of Work, for the fixed fee amount of:

_____ Dollars (\$_____)

AMOUNT WRITTEN IN WORDS

It is understood that the Owner reserves the right to reject any or all bids, to accept or reject any or all Options, or to accept any combination of Options considered advantageous and to waive any informality or irregularity in any bid which, in its judgment, is in its own best interest.

The undersigned agrees to commence work on a date to be specified by a written "Notice to Proceed" and to complete all work within **30 calendar days** from that date. The schedule provided by bidder with bid proposal shall be based on an NTP date of March 23, 2010.

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The undersigned certifies that (a) the amounts contained in this Bid have been carefully checked and are submitted as correct and final and (b) all documents provided with this bid are accurate and true.

RESPECTFULLY SUBMITTED:

Name of Consultant: _____

Business Address: _____

By (Print Name): _____

Signature: _____

Title: _____

Telephone: _____

Email Address: _____

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EXHIBIT C - Bidder's Qualification Statement

Consultant Name: _____

Primary Business Address: _____

Bidder Business Type:

- Corporation Partnership Individual Joint Venture Other

What year was the Consultant organization formed? _____ .

Bidder MBE/WBE Status:

- MBE WBE N/A

Attach current MDOT/Baltimore City Certification document(s).

Provide the names and titles of the primary officials in charge of the Consultant organization:

Name	Title

Name the states where the Consultant organization may legally perform the kind of work envisaged by the prospective contract and provide Consultant's license numbers in those states.

Provide three customer/owner references for projects directly relevant to the Work:

Reference Name	Title, Company, Email, Phone Number

Attach certificates of insurance depicting coverage levels for the following areas: General Liability and Property Damage Insurance per occurrence; Commercial Liability Insurance; Worker's Compensation (at statutory limits) and Employer's Liability Insurance; Professional Liability Insurance.

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EXHIBIT E - Consultant Contract - Form Of Agreement

CONSULTANT AGREEMENT

This agreement ("Agreement") is entered into this ___ day of ___, 2009 by and between _____ ("Consultant") whose address is _____ and **Maryland Economic Development Corporation (MEDCO)** ("Owner"), 100 N. Charles St, Suite 630, Baltimore, Maryland 21201. Owner shall delegate powers to administer this contract to **Forest City – New East Baltimore, LLC ("FCNEBP")**, whose address is 855 N. Wolfe Street Suite 102, Baltimore, MD 21205.

NOW THEREFORE, In consideration of the mutual covenants and premises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Specifications of Work and Payment for Services

- a. Consultant agrees to provide the services set forth in Addendum A, attached hereto (the "Services") at the fixed fee approved by Owner and incorporated in this agreement.
- b. The fixed fee includes all of Consultant's local travel and associated expenses and incidental costs.
- c. Any additional services ("Additional Services") may only be performed with Owner's prior, written approval and shall be compensated on the basis of a fixed fee or at the hourly rates set forth in Addendum A, unless otherwise agreed-upon in writing. Consultant will not be compensated for Additional Services performed without Owner's prior written approval.

2. Consultant Status

- a. Consultant represents that it is duly licensed in the State of Maryland and legally authorized to perform the Services contemplated by this agreement. Consultant shall perform Services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
- b. In consideration of the compensation paid by Owner to Consultant under this Agreement, Owner shall enjoy exclusive rights of ownership to all the work product and deliverables produced by Consultant, including estimates, drawings, specifications, and engineering calculations.
- c. Consultant shall at all times be an independent contractor and shall have sole responsibility for and control over all means, methods, techniques, sequences and procedures for the provision of the Services.
- d. Consultant agrees that no representations shall be made that he or she is an agent or employee of Owner.

3. Indemnity

Consultant shall indemnify and hold Owner, its affiliates, shareholders, directors, officers, employees, agents, successors, attorneys, and assigns harmless from and against any and all third party claim or liability (including reasonable defense costs and attorneys' fees) to the extent arising from or in connection with the acts or omissions of Consultant in the course of performing the services or from the infringement by Consultant of any United States patent, trademark, copyright or proprietary rights.

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4. Confidential Information

- a. "Confidential Information" is any document or other media or tangible items that relates to research, development, trade secrets, clients, business affairs or that contains any other information of a party that was not generally available to the public when received by the other party. "Confidential Information" shall not include information that is developed by a party independently of and without reference to any of the other party's Confidential Information.
- b. Each party hereto shall not disclose any Confidential Information to any non-party to the Agreement. The parties agree to protect any Confidential Information received from the other party using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care.
- c. In the event that Consultant is required by law, regulation or court order to disclose any of Owner's Confidential Information, Consultant shall promptly notify Owner in writing prior to making any such disclosure so that a protective order or other appropriate remedy may be sought. Consultant shall cooperate with Owner in seeking such order or other remedy. If Owner is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, Consultant shall furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded with the Confidential Information.
- d. All of Owner's Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall be and remain the property of Owner. All such information in tangible form shall be returned to Owner promptly upon written request or the termination or expiration of this Agreement, and shall not thereafter be retained in any form by Consultant, its affiliates, or any employees or independent contractors of Consultant or its affiliates.
- e. The parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of this Agreement will result in irreparable injury for which monetary damages alone would not be an adequate remedy. Therefore, the parties agree that in the event of a breach or threatened breach of confidentiality, Owner shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

5. Mutual Non-Solicitation

- a. Except with Owner's express written consent, Consultant shall not solicit, hire, or employ any of Owner's employees, nor shall Consultant cause, aid, or provide information to any other person to solicit, hire or employ any of Owner's employees. For purposes of this provision, a party's "employee" shall mean any individual that is on such party's payroll during the term of this Agreement and for the ninety (90) day period following removal from such payroll for any reason.

6. Insurance

Consultant shall maintain the following categories of insurance coverages in accordance with its approved proposal:

- a. Comprehensive General Liability and Property Damage Insurance (including completed operations and contractual liability) on an occurrence basis in the form of a combined single limit; and
- b. Commercial Liability Insurance with a minimum combined single limit; and
- c. Worker's Compensation (at statutory limits) and Employer's Liability Insurance
- d. Professional Liability Errors and Omissions Insurance "

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FCNEBP and Owner and their parents, subsidiaries and affiliates shall be named as additional insured on the policies and provide evidence of the same within ten (10) days of the execution of this Agreement.

7. Termination

This Agreement may be terminated by either party with or without cause by providing fourteen (14) days written notice to the other party. Consultant's obligations and representations under paragraphs (3) (4) and (5) above shall survive the termination or expiration of this Agreement. In the event of notice of such termination, Consultant shall be paid pursuant to services rendered up to the date of such termination and not thereafter. In the event of early termination by Consultant, and a fourteen (14) day written notice is not given, Owner shall have the option to withhold all final payments, including expenses (if any), until satisfactory release has been received from the Consultant.

8. Sole Agreement

This Agreement is the sole agreement for services between Owner and Consultant and supersedes all prior agreements and understandings with respect to the services referred to herein.

9. Controlling Law

The parties agree that this Agreement is made and accepted in the State of Maryland and the laws of Maryland shall control the construction, interpretation, validity, and enforcement of this Agreement as if all relevant aspects of the performance of this Agreement existed only in that state. The parties hereby consent to the forum and venue of the courts of Maryland with respect to any rights of action arising under this Agreement.

10. Miscellaneous Provisions

- a. *Omission of Enforcement Not Waiver.* No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- b. *Severability.* If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
- c. *Confidentiality of Agreement.* Except upon mutual written agreement, or as may be required by law, neither party shall in any way or in any form disclose the contents of this Agreement.
- d. *Notices.* All notices relating to this Agreement shall be sent to the parties at the addresses stated below, by registered or certified mail or nationwide recognized overnight courier. Either party hereto may specify in writing to the other party a different address for the giving of notices.

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Notices to Owner: Forest City – New East Baltimore Partnership, LLC., (the "Owner")
855 N. Wolfe Street, Suite 102
Baltimore, Maryland 21205
Attention:

With Copy to: Forest City Enterprises, Inc.
50 Public Square, Suite 1360
Cleveland, Ohio 44113
Attention: General Counsel

Notices to Consultant:

Attention:

- e. *No Warranties.* Except as expressly stated herein, the parties hereto expressly disclaim all warranties, whether express, statutory or implied.
- f. *Force Majeure.* Except for payments of outstanding balances when due, neither party will be liable for any damages or penalties for delay in performance when such delay is due to the elements, acts of God, acts of civil or military authority, fires or floods, epidemics, quarantine restrictions, war or riots, or other circumstances outside the reasonable control of the affected party.
- g. *Arbitration of Disputes.* Any disputes arising hereunder shall be referred to binding arbitration pursuant to the commercial rules of the American Arbitration Association.
- h. *Amendments.* This Agreement may only be amended by the written agreement of Owner and the Consultant. No amendments, variations, modifications or changes herein or hereof shall be binding upon either party unless set forth in a document duly executed by or on behalf of such party.
- i. *Interpretation of Agreement.* Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, describe or alter the scope of this Agreement or any provision hereof. All personal pronouns used in this Agreement shall include the other genders whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- j. *Execution in Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

{This space intentionally left blank. Signatures appear on following page.}

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER

CONSULTANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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**ADDENDUM A
(MASTER CONSULTANT AGREEMENT)**

Scope of Services

Consultant will provide services as follows:

- (INSERT SOW, Schedule, etc.)
- a. Consultant will be paid a stipulated sum of \$_____.
- b. This addendum commences on _____ and terminates on _____.
- c. This agreement can be cancelled with a 14 day notice.
- d. Invoices from Consultant for consulting services will be submitted monthly by Consultant, net forty-five (45) days, and shall include necessary documentation such as receipts for reimbursements and a completed Subconsultant Payment Affidavit (See Attached Exhibit F).

Reimbursable Expenses

1. Reimbursable Expenses may not be invoiced

Non-Reimbursable Expenses:

Non-Reimbursable expenses are included within the Fixed Fee and/or hourly rates and shall include expenses incurred by the Consultant and its subconsultants of any tier as follows:

1. Costs of all transportation and subsistence expenses within the State of Maryland;
2. All local postage and telephone communications;
3. All drawing reproduction and photocopying required either in support of the Services or to communicate with its subconsultants, Owner, and all consultants and contractors to Owner;
4. Processing charges for sending and receiving facsimile transmissions;
5. Costs of all materials, photographic reproduction, computer time, data processing, and similar expenses incurred in support of the Services;
6. Computer hardware, software and network costs including costs of Internet and e-mail access fees and charged;
7. Any other costs unless approved in advance and in writing by Owner.
8. Costs of long distance telephone communications including facsimile transmissions directly required by the Services;

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EXHIBIT F – Subconsultant Payment Affidavit

To be completed and submitted by the consultant within 10 working days following receipt of each progress payment from the Prime Contractor.

To: Project Manager, Forest City-New East Baltimore Partnership

From: Consultant _____ Date: _____

List the following information for each progress payment received. Use additional sheets to include complete payment information for all subconsultants and vendors utilized on this contract. Failure to submit all required information may lead to partial withholding of progress payment.

Contract No. _____ Contract Title: _____

Progress Payment No. _____ Period Ending _____

Total Contract Award: \$ _____ Amount Received \$ _____

Date Received: _____ Check No. _____

SUBCONSULTANT NAME	BUSINESS ADDRESS	AMOUNT PAID	CONTRACT BALANCE	PAYMENT DATE	CHECK NO.	M/W/LBE	% WORK DONE

I/We declare under penalty of perjury under the laws of the State of Maryland that the above information is complete, that the tabulated amounts paid to date are accurate and correct.

Prime Consultants, including each joint venture partners, must sign and notarize this form (use additional sheets if necessary)

_____	_____	_____
Owner Representative	Owner Representative	Owner Representative
_____	_____	_____
Name	Name	Name
_____	_____	_____
Title	Title	Title
_____	_____	_____
Firm Name	Firm Name	Firm Name