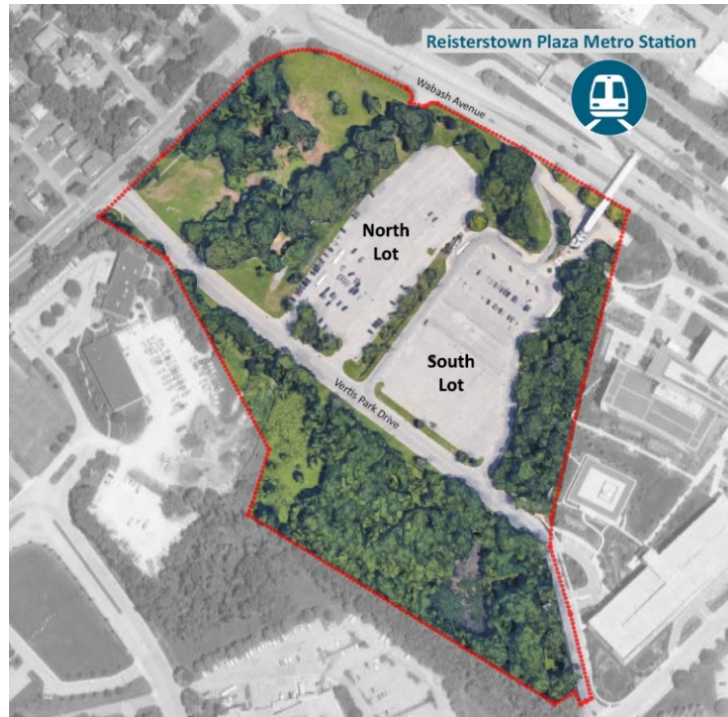




MARYLAND DEPARTMENT OF TRANSPORTATION

OFFICE OF REAL ESTATE AND ECONOMIC DEVELOPMENT



Reisterstown Plaza Metro Station

Transit-Oriented Development Request for Proposals

Release Date: May 17, 2021

Submission Deadline: September 3, 2021

Maryland Department of Transportation – The Secretary's Office
Office of Real Estate and Economic Development
7201 Corporate Center Drive, Hanover, Maryland 21076
Attn: Miguel Garcia, MGarcia6@mdot.maryland.gov

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1 Introduction and TOD Objective

1.1 Introduction

The Maryland Department of Transportation (“MDOT”), through The Secretary’s Office (“TSO”) Office of Real Estate and Economic Development (“ORED”), seeks to redevelop Lot 010 in Block 4285, Section 02, Ward 28, a single parcel located at 6300 WABASH AVENUE BALTIMORE, MARYLAND 21215 (the “Site”, see Figure 1 – General Site Map). The Site is approximately 25.6 acres consisting of unimproved land and surface parking and is located adjacent to the Reisterstown Plaza Metro Station (“Station”) in Baltimore City.

Questions regarding this Request for Proposal (“RFP”) should be submitted via email only to the Project Manager, Miguel Garcia (MGarcia6@mdot.maryland.gov) by the date set forth in Section 6.2. Developers shall not direct questions to any other person within MDOT except as advised otherwise within this RFP. Responses to questions will be aggregated and posted on MDOT ORED’s [Reisterstown Plaza Metro Station TOD project web page](#) at MDOT’s sole discretion.

1.2 Purpose

The purpose of this RFP is to further MDOT’s goal of promoting Transit-Oriented Development (“TOD”) projects in Maryland. TODs are critical in optimizing the land use of sites near transit stations and can be used as a tool to support economic development, promote transit ridership, and maximize the efficiency of the transportation infrastructure.

1.3 Objective

The objective of this RFP is to solicit responses from professional developers (“Developers”) that are experienced in mixed-use development projects. Interested Developers must submit RFP responses (“Response”) that comply with the requirements outlined below. Responses must focus on redeveloping the Site as a TOD, providing improvements to the Station area, and incorporating TOD design principles on the Site and adjacent elements (together the “Project”).

The Project must comply with all local zoning and design requirements and follow the design guidelines outlined in the [MDOT Maryland Transit Administration TOD Design Guidelines](#) (“Design Guidelines”). The Design Guidelines support high density development with a mix of residential, office, shopping, and civic uses intentionally designed to encourage walking and facilitate multi-modal access throughout the Project.

MDOT expects the following key objectives to be achieved from this Project.

- A dense mixed-use development that supports a healthy and competitive Maryland economy.
- Increase in transit ridership.
- Improved safety and security in and around the Station area.
- Innovative Project amenities and parking facilities for transit commuters.
- Multimodal access to facilitate walking, cycling, shared mobility, auto drop-offs and or bus transfers.
- Enhance the connectivity between the Site, Station and the existing neighborhood.

2 Site and Regional Overview



Figure 1 - General Site Map

2.1 Site Description and Map(s)

The Site is approximately 25.6 acres and is mostly made up of two (2) surface parking lots, a private street crossing through the Site, and unimproved land. Its boundary has an irregular shape and the Site's address is 6300 Wabash Avenue in Baltimore City. The Site is bound by Patterson Avenue to the northwest, Wabash Avenue to the northeast, and the Social Security Administration (SSA) campus to the southeast. The Site is inside the Seaton Business Park commercial district.

The Site is accessible via Mt. Hope Drive, Vertis Park Drive, Patterson Avenue, and Wabash Avenue. Also, the Reisterstown Metro Station is directly across from the Site and is accessible via a pedestrian bridge over Wabash Avenue. The Site has a bus stop located within its perimeter and has minimal cycling connectivity.

2.2 Site's Existing Conditions

The Site has existing conditions that each Developer must acknowledge and demonstrate understanding of in their Response. Any concern to the existing Site's conditions must be

explicitly stated in their Response. Additionally, it is the Developer's sole responsibility to confirm the information provided as part of this RFP. The State does not take responsibility for any inaccurate or misrepresentation of statements in this RFP.

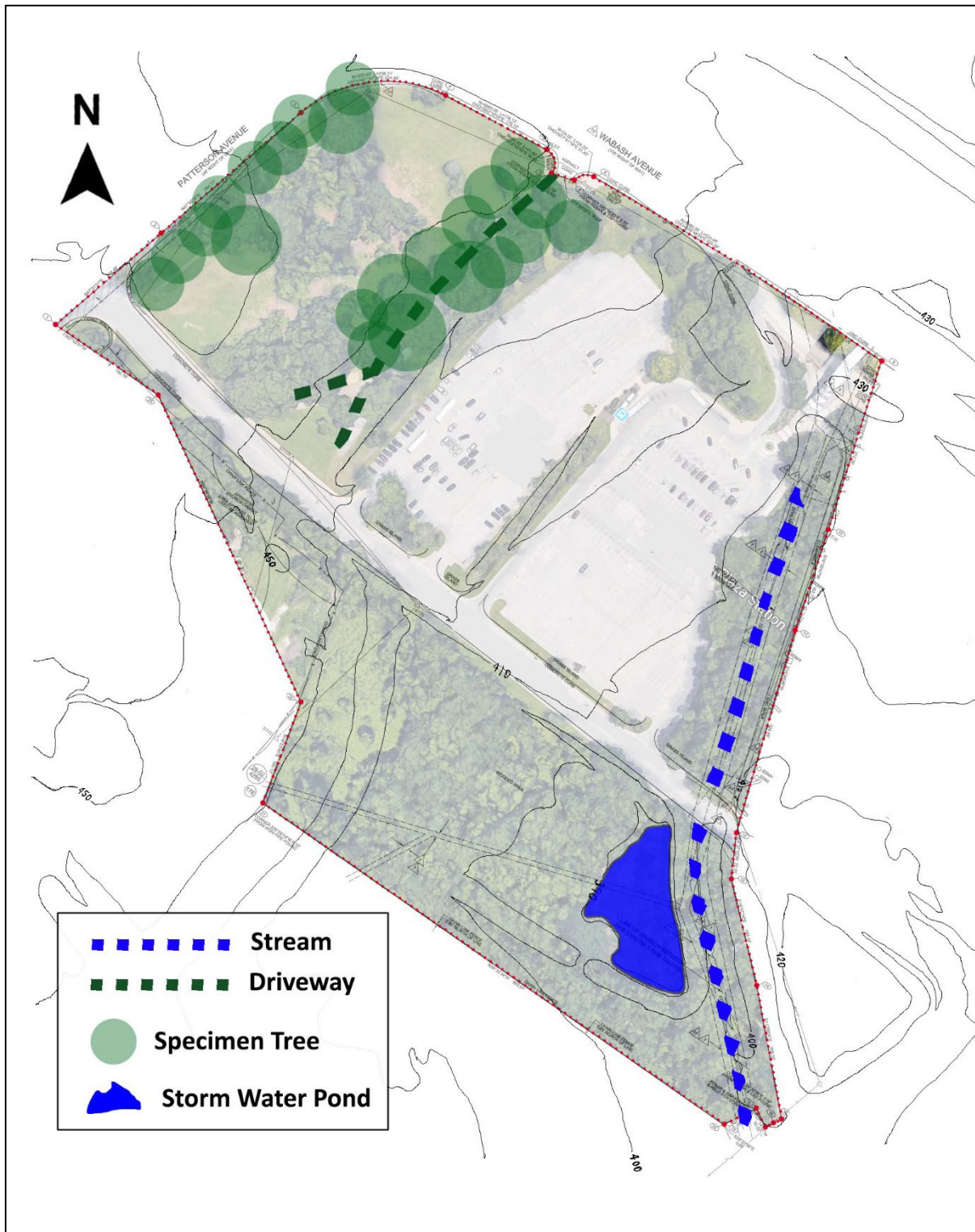


Figure 2. Site Map

- 2.2.1 The Site has high-quality specimen trees (“Specimen Trees”) that will need to be documented as part of the Forest Stand Delineation for any subdivision and/or site plan approvals. The Developer should put their best effort into incorporating the approximately 23 Specimen Trees into the Project (see Figure 2 – Site Map) or detail a mitigation strategy, within the Site, for any Specimen Tree that is not retained.
- 2.2.2 The Site also has a private entrance or driveway (“Driveway”) that was part of the original campus elements. It is MDOT’s preference to incorporate the Driveway into the Project.
- 2.2.3 Along the northeastern boarder, the Powder Mill Stream (the “Stream”) runs parallel to the Site’s eastern boundary. A riparian buffer, in the form of a tree line, may be required along the Stream’s edges, and construction may be prohibited within 50 feet from the top of the Stream’s banks.
- 2.2.4 The Site also shares the eastern border with the SSA building. A sidewalk along this edge is shared with SSA boundary and it has been noted that the Site’s parking is often used by the SSA visitors and possibly staff. To help enhance the Site, MDOT requests that any Response have a suggested partnership or collaboration with the SSA to continue sharing access to MDOT Maryland Transit Administration (MTA) facilities.
- 2.2.5 The wooded area southwest of Vertis Park Drive (“Wooded Area”), approximately 7.9-acre area, has been identified as a low-quality forest area with a substantial amount of invasive species and a relatively dense number of trees. This Wooded Area will need to be documented as part of the Forest Stand Delineation for any subdivision and/or site plan approvals.
 - 2.2.5.1 This Wooded Area also has a storm water management (“SWM”) pond on the southeastern portion of the Site (See Figure 2 – Site Map). The SWM pond is also referred to as a Palustrine Unconsolidated Bottom Permanently Flooded (“PUBH”) freshwater pond. According to the [Environmental Site Assessment](#), the Developer may be required to prepare a Wetland Delineation Report and a Joint Permit Application to the U.S. Army Corps of Engineers and the Maryland Department of the Environment for any modifications or impact to the Wooded Area. Additionally, all stormwater management credits associated with any improvements on the Site are required to be allocated to the State.

2.3 Transit Station and Parking Description

The Station serves approximately 28,000 passengers in a single month (according to September 2019 statistics) and has a transit commute to downtown Baltimore City in under 20 minutes. The Site has approximately 671 commuter parking spaces located on two large asphalt parking lots (North and South Lots). The South Lot has approximately 349 spaces and the North Lot has approximately 322 spaces. Additionally, the Project area has 3 short term bike parking racks, no long-term bike parking, and no ridesharing parking spaces.

The Site has an existing bus loop that includes a bus stop (Stop ID #10309), space for the layover of up to two buses, and space for pick-up and drop-off of MDOT MTA paratransit service as well as rideshare services. The existing bus stop is served by the LocalLink 82, which connects destinations within northwest Baltimore City with approximately 30-minute frequencies throughout the day. The existing bus stop has a daily average of approximately 80 weekday boarding.

2.4 Community Overview



Figure 3. Vicinity Map

The Site is adjacent to the Reisterstown Station, near the Grove Park neighborhoods of Baltimore City, and the Lochearn community of Baltimore County. While the Seton Business Park includes a mixture of uses, the surrounding communities are primarily residential in nature (See Figure 3 – Vicinity Map). According to the Baltimore Neighborhood Indicators Alliance (BNIA), the Site is located within the Howard Park/West Arlington Community

Statistical Area, which has a median household income of approximately \$54,999.50 ([BNIA Census Demographics](#)).

3 Planning and Zoning

3.1 Planning

MDOT is committed to maximizing transportation network safety and efficiency, while minimizing adverse impacts, conserving natural resources, and integrating sustainability into all aspects of transportation systems. To support these goals, MDOT develops a 20-year mission for transportation within the State known as the [Maryland Transportation Plan](#) (“MTP”). The MTP outlines the State’s overarching transportation priorities and helps create a larger context for transportation decision-making. Like the Design Guidelines, the MTP’s priorities must be generally incorporated into each Response.

The Site is located inside the Baltimore Metro Region where land uses range from dense historic urban cores to medium-to-low density suburban areas. Transportation infrastructure around the Site is currently adequate for the current uses but the Response must consider the effects of additional population density resulting from a TOD development. Also, according to the MTP, the Site does not fall within an anticipated congestion area (identified in the MTP, see page 11, as a *Congestion Level Increase 2015-2040* area) but the Response must plan for any strains to the transportation system.

All Responses to this RFP shall reflect consideration of MDOT’s specific planning goals and objectives as articulated in the current MTP. These include but are not limited to:

- Increase the safety and security for all users
- Enhance the integration and connectivity to surrounding public and/or private amenities
- Provide a resilient multimodal system by anticipating and planning for changing conditions, and hazards whether natural or man-made
- Increase the efficiency of transportation services through partnerships, advanced technologies, and operational enhancements to improve service delivery methods

Specifically, MDOT will expect Responses to reflect the principles and objectives related to Transit-Oriented Development as reflected in § 7-101(m) and § 7-102 of the Transportation Article of the Annotated Code of Maryland, and therefore need to include a relatively dense mixture of uses that will support transit ridership and facilitate bicycle and pedestrian access. For further guidelines on TOD in Maryland, respondents are recommended to consult the Reisterstown Concept Plan and Design Guidelines, published by MDOT MTA’s Office of Planning and Programming. Additionally, Baltimore City and additional neighborhood stakeholders (including the Seton Business Park) may have planning guidelines that must be adhered to.

Additionally, Baltimore City has adopted a new Complete Streets Ordinance that will change the transportation landscape of the city. The Complete Streets approach will elevate the priority of pedestrians, bicyclists, and transit users in planning and roadway design to

increase quality of life and mobility in Baltimore City. Developers are required to use these design standards specified in the [Complete Streets Manual](#) for promoting safer streets, slower speeds, and increased walkability.

Finally, all Developers will be required to follow applicable Federal, State, and local design requirements in their proposals.

3.2 Zoning

The Site is within a Special Purpose District defined by Article 32 of the [Baltimore City Zoning Code](#) (the “Code”) and is zoned as a Transit-Oriented Development District. The area closest to the station is TOD-4 which calls for significant height and mixed use including substantial retail, whereas the remaining area south is designated TOD 3, which similarly allows for significant height and a mixture of uses with more limited retail uses (See Figure 4 - Zoning Map).

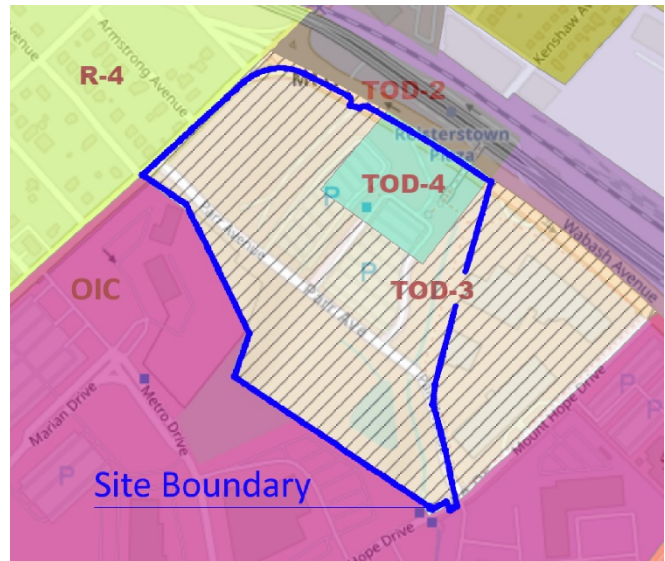


Figure 4 - Zoning Map

4 Project and Program Requirements

4.1 General Project Requirements

4.1.1 Design and Build

The Developer shall be responsible for obtaining all required approvals, licenses and permits. All development and building plans are subject to review and approval of MDOT, Baltimore City’s Office of the Zoning Administrator, and any other relevant government agencies.

The Developer shall at minimum be required to meet the security and safety features in MDOT MTA’s [Bus Stop Design Guide](#).

4.1.2 Ground Leases

MDOT prefers that the Developers enter into a long-term ground lease of the Site from MDOT. Alternative Responses may be presented, but preferences will be given to Developers that provide a ground lease strategy.

4.1.3 Roof Leases and Air Rights

Any agreement between MDOT and the Developer will include a statement that the Developer must obtain MDOT’s prior written approval before Developer leases roof

space or transfers air rights, and MDOT reserves the right to lease roof space and air rights on any and all buildings on the Site.

4.1.4 Interruption in transit service

MDOT's intention is to avoid any interruption to the existing transportation services at the Site. It is critical that the Station, bus service, and necessary commuter parking will not be impacted negatively by any potential development and that any existing bicycle and pedestrian routes shall not be severed. If any interruption is required, the Developer shall explicitly state the extent of interruption and mitigation strategies they plan to implement.

4.2 Transportation Program Requirements

In addition to advancing MDOT objectives outlined in the sections above, the Response will be expected to address the principles reflected in the Design Guidelines and the Concept Plan for the Reisterstown Plaza Metro Station. Further expectations related to this RFP are listed below. The deliverables of this RFP have been separated into two sections to indicate the mandatory requirements (which if not included in a Developer's Response would disqualify the Developer as non-responsive) and additional improvement opportunities that MDOT envisions in a strong Response.

4.2.1 Mandatory Requirements

Mandatory requirements need to be included in each Response. It is understood that the Developer shall provide these as part of the project at their sole expense, unless otherwise agreed to in writing by MDOT and Developer:

- 4.2.1.1 The Developer shall maintain MDOT MTA's ability to provide robust bus service to the Site, including a convenient layover location and distribution of bus stops by providing amenities including, but not limited to, bus shelters, real time information signs, and ticket vending machines. Guidance on design is included in the [MTA Bus Stop Design Guide](#);
- 4.2.1.2 The Developer shall upgrade Station amenities and services consistent with MDOT MTA's Reisterstown TOD Concept Plan by providing and installing amenities to include, but not limited to, upgraded lighting, way-finding and real time arrival signs (way-finding and/or real time arrival signs inside private buildings are preferred);
- 4.2.1.3 Commuter parking totaling 425 spaces shall be dedicated to the sole use of MDOT MTA commuters and be provided by the Developer. Any additional parking for SSA (see section 2.2.4) or required from the Project will be in addition to this commuter parking;
- 4.2.1.4 Parking spaces dedicated to, but not limited to car-sharing services, electric vehicle charging stations, and carpooling;

- 4.2.1.5 During all phases of the development, Developer shall provide, at a minimum, 340 temporary parking spaces for the sole use of MTA commuters and they must be located within a walkable one-half mile radius of the Station unless otherwise agreed in writing by MDOT MTA;
- 4.2.1.6 The Developer shall make their best effort to retain the 23 Specimen Trees and the Driveway;
- 4.2.1.7 Direct, ADA compliant, access from the Site to the Station. Options include, but not limited to, a new elevator(s) on the west side of the Wabash Avenue connecting to the existing pedestrian bridge and/or a median break (described in 4.3.2.3);
- 4.2.1.8 Bike parking on the west end of the pedestrian walkway and additional bike parking areas, in accordance with [MDOT's Bicycle and Pedestrian Master Plan](#) and [Baltimore City Zoning Code §16-701](#) and the parking minimum *Table §16-705*, or "mobility corrals" (to include potential future pedestrian sharing mobility devices) are to be incorporated using geofencing throughout and where appropriate; and
- 4.2.1.9 The Developer must ensure their Response provides for a safe continuous pedestrian and bicycle access throughout the Site and to the Station.

4.2.2 Additional Project Improvements

These additional project improvements are opportunities that, unless a detriment to the Project and or otherwise agreed to in writing by MDOT, should be addressed in the Response.

- 4.2.2.1 The Developer should provide a viable plan for direct pedestrian and bike connections from Vertis Park Drive to Metro Drive. An option, discussed but not confirmed, includes using the City of Baltimore's parcel (Ward 28, Section 02, Block 4285, Lot 013) to make the direct connection;
- 4.2.2.2 Direct connections from the Station to any future parking garage; (An option includes, but is not limited to, an extension of the Wabash Avenue pedestrian overpass);
- 4.2.2.3 MDOT encourages all Responses to outline specific actions and measures that will promote good stewardship of our environment and community resources in the development of the TOD. These specific actions should be presented in the form of an Energy Conservation Plan ("Energy Plan") and will be evaluated on the feasibility and strategies to reduce overall energy consumption, operating costs, proposed green infrastructure, and greenhouse gas emissions.

- 4.2.2.4 MDOT encourages all Responses to outline specific actions and measures that will promote equity and environmental justice in the development of the TOD. These specific actions should be presented in the form of an Equity Plan (“Equity Plan”) and will be evaluated on the feasibility and strategies to increase opportunities for underserved, overburdened, and vulnerable populations.
- 4.2.2.5 Improved safe pedestrian connection (e.g., pedestrian bridge) to safely cross to the adjacent retail corridor along Reisterstown Road, including a safe path across the freight rail line North of the Site, to facilitate access to businesses and retail amenities closer to Patterson Avenue; and
- 4.2.2.6 To improve ADA accessibility and bus routes, the Developer is encouraged to consider incorporating into the Response a crosswalk, stop light and median break for buses southbound on Wabash Avenue (an option includes, but is not limited to the median cut across Wabash Avenue with a crosswalk and traffic light. See Figure 5 – MDOT MTA Median Cut Plan).



Figure 5 – MDOT MTA Median Cut Plan

5 Response Outline

Developers are required to submit a comprehensive Response by following the outline below. Each Developer should clearly identify and separate each section. Each Response is required to be submitted as an electronic copy on a USB flash drive; labeled with the Development Team's name; and five (5) bound copies of the Response in a package with documents in 8½" x 11" format labeled "Reisterstown Plaza Metro Station – Response to the Transit-Oriented Development Request for Proposals – Attn: Miguel Garcia" to the address listed below. Failure to respond with the requisite information may result in a Developer being deemed non-responsive.

Responses must be received no later than [DATE TBD] at 5:00 PM EST to:

Maryland Department of Transportation
The Secretary's Office of Real Estate and Economic Development
7201 Corporate Center Drive, Hanover, MD 21076
Attn: Miguel Garcia mgarcia6@mdot.maryland.gov

MDOT, as the State agency issuing this solicitation at its sole discretion and to serve in the best interest of the State, reserves the right to cancel this RFP at any time and/or reject in whole or in part any or all Responses. MDOT also reserves the right to waive minor irregularities, and/or conduct discussion with any or all Developers responding to this RFP.

5.1 Cover Letter

Developers should include a cover letter introducing the development team and briefly summarizing the content of the Response.

5.2 Executive Summary

The executive summary must include a narrative with the proposed design concept and how it shall advance the objectives set forth in the RFP and TOD design principles. The executive summary should be a maximum of three (3) pages and should include a brief narrative of the sections outlined below.

5.3 Development Team and Potential Partners

The development team ("Development Team") may only be members that are presently committed to the Response. Potential partners ("Potential Partners") include professional and experienced potential team members that are anticipated to join the Development Team. Below are elements that need to be provided by each Development Team.

- List the Development Team members names, roles and responsibilities, contact information (addresses, telephone numbers, and emails) for each team member.
- Each Development Team member should indicate their experience and expertise, specific experience working with transit agencies, and the company they represent. This can be in the form of a resume that highlights individual's qualifications.
- The Development Team and Potential Partners can include consultants, architects, counsel, brokers, engineers, surveyors, title companies, cost estimators, environmental consultants and other relevant service providers, to the extent known

or expected at this stage but they must be identified as either part of the Development Team or Potential Partners.

- Organization Chart indicating hierarchy and communication channels between the Development Team members, Potential Partners and any other anticipated internal stakeholder(s).
- At minimum present three (3) mixed-use projects, that are similar in scope and scale to the Response, that demonstrates the Development Team and Potential Partners experience. Each project will need to identify the following elements:
 - Description of project (size, type, location, partnership structure, public partnership, etc.), number and average size of residential units, uses, and other relevant information,
 - Description of unique challenges of the project and discussion of how the entity addressed the unique challenges,
 - Project timing and phasing from initiation to Certificate of Occupancy,
 - Project costs (Total cost budgeted vs. actual, major financial elements, government subsidies/loans or grants, etc.),
 - Information about financing structure (i.e. capital and financing sources, loan to value, financial guarantees, etc.),
 - Exterior and interior photographs of the project, and
 - One (1) reference per project including contact name, telephone, email address and role on the project.

Notes: All projects mentioned above should demonstrate how the project promoted walkability and how the transit station (if applicable) benefited. Also, each professional experience project must identify which team member(s) worked on the project and his/her primary role. MDOT reserves the right in its sole discretion to contact references not otherwise provided by Developer.

5.4 Program Design

- 5.4.1 Development Program – The Developer is responsible for clearly presenting the total development program highlighting elements outlined in this RFP (see section 4.2) and delineating between public and private development. Items that highlight the TOD design principles (height, density, public spaces, etc.) will be critical to show in the development program.
- 5.4.2 Site Plan - A site plan depicting each land use proposed and specific pedestrian access and circulation improvements (Metro access, green spaces, parks, landscaping, public versus private areas, crosswalks, pedestrian bridges, bicycle facilities, and sidewalks) that enhance the Project.

- 5.4.3 Zoning Changes -The Response must identify the existing zoning and any delineation/amendments required in executing the Project.
- 5.4.4 Transportation and Parking Plan – The Response should provide a separate plan highlighting the general transportation elements (streets directions, crosswalks, lights, bus stops, etc.) and those required in the RFP. Each Response shall independently verify the amount of existing parking and all parking for public and private parking spaces, including but not limited to; location, type (i.e., surface, street, structured), size, accessibility, paid and no-charge parking. Structured parking designs will require the total amount of spaces provided and any proposed parking operator.
- 5.4.5 Construction Management Plan – Summarize approach for managing construction activities throughout all development by identifying potential environmental areas of concern and establishing mitigation protocols for the potential effects, including guidelines for traffic, night work, noise, vibrations, visual effects, sediment discharge, refueling and maintenance activities.
- 5.4.6 Active Ground Floor – Developers are required to identify proposed retail, commercial, entertainment, or other active ground floor uses in the development (mix and type).
- 5.4.7 Floor Plans and Renderings – Developers are required to show gross square feet of uses (residential, commercial, retail, office, cultural, etc.) in floor plans. Renderings are encouraged to show the sense of place and capture the Project’s design concept.
- 5.4.8 Utility Plan and General Property Access– Developers shall clearly indicate all anticipated encroachments into public or private property for the Project. Bus and automobile access points need to be presented alongside or overlapping with pedestrian access points to demonstrate anticipated curb cuts, crosswalks, sidewalk, and trails do not negatively impact pedestrian safety. Additionally, the Response should document planned utility improvements, highlight any potential or significant utility system issues to the Site, including but not limited to; utility connections, load to current utility system(s), utility access across the stream, or any other utility ecosystems concerns that could affect the Response.
- 5.4.9 Community Participation Plan – Developers are required to demonstrate a comprehensive community participation plan that involves, but is not limited to, outreach to the community, attendance in community meetings, and community partnership(s).
- 5.4.10 Preference for Ground Lease – MDOT prefers Responses that offer a long-term ground lease on the Site. Preference will be given to Developers that use a long-term ground lease strategy.

5.5 Economic Opportunities

The Developer shall produce an estimate of the economic impact of the Project including, but not limited to temporary and permanent job creation, increased municipal and state tax

revenue, anticipated increase to Station ridership, and increased parking availability. If possible, a lifecycle representation of the economic impact that aligns with the Project's schedule.

5.6 Schedule Proposed

The Developer shall provide a schedule for completing the Project. This should be provided in written and graphic/chart format. At a minimum, the Project schedule shall include, but not be limited to:

- 5.6.1 Significant tasks and phases associated with the Project;
- 5.6.2 Total duration of tasks (with start and end dates for each task);
- 5.6.3 Identify critical path items and milestones;
- 5.6.4 Total duration required for due-diligence and pre-development tasks (from planned award date to construction start);
- 5.6.5 Construction start and end date, including any phasing plan;
- 5.6.6 Construction completion to stabilization; and
- 5.6.7 Overall duration of the Project.

5.7 Financial Structure

5.7.1 Sources and Uses

Developer shall provide a "Sources and Uses" summary that shall include, but not be limited to:

- **Sources:** A breakdown of all anticipated funding sources (including, but not limited to the general partner/limited partner equity, mezzanine debt, traditional debt, federal grants, TIFs, tax credits, etc.) that are to be obtained and each of their respective costs to capital (approximate interest rates, amortization type, period and debt coverage ratio, required Internal Rate of Return, tax credit amounts, etc.) for the payment of the uses in the Project.
- **Uses:** A summary of the Project's budget that itemizes the total uses (at minimum and as applicable) into the anticipated lease/acquisition, predevelopment, financing, capital expenditures, and any planned deferred development fees from award date to stabilization.

Developers must not rely on MDOT capital funding for public facilities or private development.

5.7.2 Development Budget and Operating Pro Forma

Developer shall include but not be limited to a detailed, fully functional Microsoft Excel document (i.e., no hard coding, hidden, or locked cells) and a static PDF file, of their detailed financial projections from pre-development through stabilization. At a minimum, the pro forma should include but not be limited to a summary of assumptions, capital expenditures (hard costs, soft costs, contingencies, Tenant Improvements, all development fees), return analysis and distribution, and any other

Project-specific return metrics), summary cash flow roll up, and any specific property type anticipated revenues.

5.7.3 Financial Capacity

Developer will be evaluated on their ability and willingness to commit to invest equity into the Project. Developer should note that all such money expended is at their sole risk and under no circumstances shall MDOT be responsible to reimburse the same. The Response must include the following items:

- A description of the amount of equity that will be committed to the total project cost including, but not limited to pre-development, construction and operating and maintenance of the Project.
- Satisfactory evidence of Developer's ability to secure Project equity and debt, including any commitment letters from prospective investors or lenders.
- A description of the Developer and proposed partners' financial capacity (including equity partners, proposed tenants, etc.) and confirmation in the form of written statements by the proposed project partners.

5.8 Attached Affidavit(s)

Developers are required to review and execute all affidavits attached to this RFP.

5.9 Additional Information

Developers are encouraged to provide any additional information (including, but not limited to; innovative design elements, advanced intermodal solutions, an Energy Plan, and an Equity Plan) to help support their TOD Response.

6 RFP Process and Developer Selection Guidelines

The RFP and evaluation process will be led by MDOT in coordination with government stakeholders and possible consultants so that the Evaluation Team may determine an outcome that is best for the State of Maryland. Developers are strongly encouraged to participate in meetings highlighted below and format their Responses to highlight the evaluation criteria.

6.1 Pre-Response Site Visit (if applicable)

A pre-response site visit may be scheduled for 10:00 AM on May 27, 2021. If scheduled, the visit will most likely be held on site at the Reisterstown Plaza Metro Station parking lot, located on the south of Wabash Avenue near 6100 Wabash Ave, Baltimore, MD 21215. Interested Developers are responsible for checking the Project's web page for updates and instruction for any pre-response site visit.

6.2 Selection Process Timeline (subject to change)

Item:	Date:
RFP Issue Date	May 17, 2021
Pre-Response Site Visit	June 8, 2021, 10:00 AM EST
Deadline for Receipt of Written Inquiries	June 18, 2021

Deadline for Final Proposal Submission
Meetings with Developers
Anticipated Award Date

September 3, 2021, 5:00 PM EST
(at MDOT's discretion)
Winter 2021

6.3 Meetings with Developers

The Evaluation Team may meet with all, none or selected Developers for an oral presentation and specific discussions about their respective Response(s). Such discussions will include identifying areas of the Developer's Response that requires clarification or improvement.

6.4 Evaluation Team

MDOT shall designate an internal evaluation team to review and evaluate the Responses. The evaluation team will be determined by MDOT at its sole discretion. MDOT may consult with professional consultants, advisors, and other stakeholders for technical assistance. The evaluation team will review and evaluate each Response based on the evaluation criteria presented below and discuss which proposal brings the best value to the State.

6.5 Evaluation Criteria

The criteria elements itemized in the table below have been presented in order of importance to the State.

No.	Criteria	Section	%
1.	Development Team & Potential Partners	5.3, 5.8	35
2.	Transportation Program Requirements	4.1, 4.2	30
3.	Financial Structure	5.7	15
4.	Program Design	5.4, 5.5	12
5.	Schedule Proposed	5.6	5
6.	Additional Benefits	5.9	3

7 Disclosures and Disclaimers

7.1 General

The Developer is solely responsible to ensure that all applicable federal, State and local laws and guidelines have been met.

7.1.1 Station Ownership

The Station and platforms are public facilities to be retained by the MDOT MTA.

7.1.2 Relocation or Replacement of MDOT MTA Facilities

If a Response requires the relocation or replacement of any MDOT MTA facility on a permanent or interim basis, the cost shall be borne solely by the Developer. No MDOT MTA facility may be taken out of service unless a permanent or interim replacement facility is already available, such that there will be no disruption to MDOT MTA operations. Any exception to this requirement with respect to permanent MDOT MTA facility is subject to the specific and sole written approval of MDOT MTA. Additionally, the configuration of the relocated or replaced MDOT MTA facility must be agreed to by MDOT MTA in writing.

7.1.3 MDOT MTA Improvement(s)

Those improvements, whether an interim, replacement or new facility elements, which will be designed and/or constructed by the Developer for MDOT MTA shall be in a configuration acceptable to MDOT MTA.

7.2 Applicable Laws

7.2.1 Federal, State, and Local Jurisdiction

Developers are responsible for being fully informed of and complying with the requirements of applicable federal, State, and local laws, permits, and regulatory requirements, including the National Environmental Policy Act (NEPA) and Federal Transit Administration (FTA) Joint Development requirements. FTA may impose additional requirements which cannot be known until FTA reviews a specific Project.

7.2.2 Americans with Disabilities Act (ADA)

All Projects shall be constructed in compliance with Titles II and III of the Americans with Disabilities Act, 42 USCA Section 12101, et seq., as amended, and any regulations promulgated thereunder (ADA). Responses shall include a plan indicating how access from the Project to the Station will be provided for persons with disabilities. Additionally, if a Project or any subsequent addition, modification or alteration triggers accessibility-related improvements to the Station, the selected Developer shall be responsible for the costs of such improvements. The only exceptions are when the accessibility-related improvements predate the date of completion of the Project and are required to be made regardless of the Project or constitute accessibility related improvements that MDOT is implementing at stations in general as part of its system-wide improvements or alterations.

7.2.3 Davis-Bacon Act/Fair Labor Standards Act

The construction of any MDOT Replacement Facility or MDOT Improvement must comply with the Davis-Bacon Act, 40 USC Section 276a, et seq., and overtime compensation must be paid in compliance with Section 64 of the MDOT Compact and the Fair Labor Standards Act, 29 USCA Section 201, et seq. (1978), as amended. This requirement applies even if the remainder of the Project is not subject to these requirements.

7.2.4 Nondiscrimination Policy

As a condition of entering into any agreement, the Developer represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy. As part of such compliance, the company may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

7.3 Indemnification

The Developer and its contractors and subcontractors (and space tenants or subtenants, where applicable) shall indemnify MDOT against all claims, liabilities and costs of whatsoever kind and nature, including environmental claims, which may be imposed upon, or incurred by, or asserted against MDOT in connection with the selected Developer's and its contractor's and subcontractor's (and space tenants and subtenants, where applicable) performance under the Development Agreement or related agreements.

7.4 Insurance Requirements

The Developer and its contractors and subcontractors must procure and maintain insurance coverage in amounts determined solely by MDOT, which may include but is not limited to General Liability, All Risk Property, Builder's Risk, Worker's Compensation, Automobile Liability, Contractors' Pollution Legal Liability, Railroad Protective Liability, Rental Value Insurance, Professional Errors and Omissions Liability and Boiler and Machinery (during operations only).

7.5 Additional Disclaimers

7.5.1 Amendments and Cancellation to RFP

MDOT reserves the right at any time to issue amendments to this RFP. If an amendment is issued before the closing date for Responses, the amendment will be posted to the [Project's web page](#). MDOT shall not be responsible for any costs to the Developer in submitting a Response to this RFP, including but not limited to, in the event this RFP is cancelled by MDOT at any time.

7.5.2 Letter of Credit (Appendix B – Irrevocable Letter of Credit Form)

Upon award, the selected Developer will be required to provide an Irrevocable Letter of Credit that will be held by MDOT until the terms under the Master Development Agreement has been completed. If any Developer is unable to provide this Letter of Credit within seven (7) days of award then the award may be nullified by MDOT at its sole discretion, and the Developer shall not move forward in the development process.

- Letter of Credit Amount: \$50,000
- Format - Standby, Irrevocable Letter of Credit (see Appendix B)
- Conditions - The Letter of Credit will only be returned upon closing, pursuant to the terms of the executed Master Development Agreement.

7.5.3 News Releases

No news release pertaining to this RFP or the services, study and project to which it relates shall be made without prior written MDOT approval and then only in coordination with MDOT.

7.5.4 Public Information

Pursuant to the Maryland Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland (PIA) applies to documents submitted in response to this RFP. If a Developer submits information in its proposal that it

believes contains confidential commercial information, confidential financial information, or trade secrets and should not be subject to disclosure under the PIA, the Developer must clearly mark such information on each page as “Confidential” and provide a cover sheet identifying each section and page and provide justification why such materials should not be disclosed by MDOT under the PIA. Developers are advised that, upon request for this information from a third party, MDOT will make an independent determination whether the information may be disclosed under the PIA and Applicable Law.

7.6 Acceptance of Terms and Conditions

By submitting a Response(s) to this RFP, the Developer shall be deemed to have accepted all the terms, conditions and requirements in this RFP. This RFP shall be governed by the laws of the State of Maryland.

7.7 Choice of Law

This RFP shall be governed by the laws of the State of Maryland.

Appendix A – RESPONSE/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) § 7201, Attempt to Evade or Defeat Tax;
 - (b) § 7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) § 7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) § 7206, Fraud and False Statements, or
 - (e) § 7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. § 286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. § 287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. § 371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)--(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Maryland Department of Labor, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, § 17-705, Annotated Code of Maryland:

- (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, § 17-702, Annotated Code of Maryland; and
- (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, § 17-702, Annotated Code of Maryland.

(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**I FURTHER AFFIRM THAT:**

The business has complied with the provisions of State Finance and Procurement Article, § 14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR § 260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of:

- (1) the State of Maryland;
- (2) counties or other subdivisions of the State of Maryland;
- (3) other states; and
- (4) the federal government.

I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to

- (1) this Affidavit,
- (2) the contract, and
- (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:

By:

_____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Appendix B – IRREVOCABLE LETTER OF CREDIT FORM

ISSUER: DATE OF ISSUE: [Month, day, and year of issue]
[Name of bank]
[Bank address]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [Letter of credit number]

BENEFICIARY: APPLICANT:
Maryland Department of Transportation, by [Name of Developer]
and through The Office of Real Estate [Address of Developer]
and Economic Development
7201 Corporate Center Drive
Hanover, Maryland 21076

ATTENTION: Reisterstown Plaza Metro Station Project Manager

AMOUNT: \$[Letter of credit amount]
EXPIRY DATE: [Letter of Credit month, day, and year of expiration] subject to renewal provisions herein
PROJECT: Reisterstown Plaza Metro Station TOD

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit [Letter of credit number] ("Letter of Credit") in favor of Beneficiary for the account of Applicant up to an aggregate amount of _____ U.S. DOLLARS (U.S. \$ [Letter of credit amount]) available for payment when accompanied by the following three items:

1. A draft at sight drawn on [Name of bank] duly endorsed on its reverse thereof by a duly authorized representative of the Beneficiary, specifically referencing this Letter of Credit Number [Letter of credit number];
2. The original of this Letter of Credit; and
3. A dated statement issued on the letterhead of Beneficiary, stating: "The amount of this drawing is \$_____, drawn under Irrevocable Standby Letter of Credit No. [Insert Number] and represents funds due and owing to the Maryland Department of Transportation." Such statement shall be conclusive as to such matters and Issuer will accept such statement as binding and correct. Issuer shall have no right, duty, obligation or responsibility to evaluate the performance or nonperformance of any underlying agreement between Applicant and Beneficiary before performing under the terms of this Letter of Credit.

This Letter of Credit shall automatically renew for a one year term upon the Anniversary of the expiry date set forth above (The "Anniversary Date") until [insert date] unless (i) earlier released by Beneficiary

in writing or (ii) Issuers delivers written notice to both Applicant and Beneficiary that this Letter of Credit will not be renewed on the Anniversary Date upon which this Letter of Credit will no longer be renewed. Notwithstanding any terms and/or conditions to the contrary, this Letter of Credit will expire no later than [Letter of Credit month, day, and year of expiration].

If a drawing made by Beneficiary under this Letter of Credit reaches the address provided on this Standby Letter of Credit via Courier (FEDEX or DHL) on or prior to 1:00 PM (Eastern Time) on a Business Day (Defined below) and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds, on the same Business Day. If a drawing is made by Beneficiary under this Letter [Letter of credit number] of Credit after 1:00 pm (Eastern Time) on a Business Day and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds on the next Business Day. If requested by Beneficiary, payment under this Letter of Credit may be deposit of immediately available funds into an account designated by Beneficiary. As used herein, the term "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institution in the State of Maryland are authorized or required by law to close.

Drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented by The Secretary's Office of the Maryland Department of Transportation, the Director of The Office of Real Estate and Economic Development for the Maryland Department of Transportation, or one of their duly authorized representatives, on or before the Expiry Date to Issuer's office at the address of Issuer set forth above.

This undertaking is issued subject to the International Standby Practices 1998 ("ISP98"). As to matters not expressly governed by ISP98, this Letter of Credit is governed by and shall be construed in accordance with the laws of the State of Maryland.

This Letter of Credit set forth in full terms of our undertaking. This undertaking shall not in any way be modified, amended, amplified or incorporated by reference to any document, contract or other agreement, without the express written authorization of Issuer, Beneficiary and Applicant.

Should you have occasion to communicate with us regarding the Letter of Credit, kindly direct your communication to the attention of Letters of Credit Dept. to the address aforementioned stating as reference our Standby Letter of Credit Number [Insert Letter of Credit Number].

Truly Yours,

Authorized Signature

Name (printed)