



Larry Hogan
Governor

Michael J. Frenz
Executive Director

Members

Thomas E. Kelso
Chairman

Leonard J. Attman
Joseph C. Bryce
Gary L. Mangum
Carolyn Mozell
Manervia W. Riddick
Jodi C. Stanalonis

Capital Projects
Development
Group

Gary McGuigan
Executive Vice President

Eric Johnson
Senior Vice President

Al Tyler
Vice President

Maryland Stadium Authority
The Warehouse at Camden Yards
351 W. Camden Street, Suite 300
Baltimore, MD 21201
410-223-4150
1-877-MDSTADIUM
Fax: 410-333-1888

cpdginfo@mdstad.com
www.mdstad.com

Voice: 800-201-7165
TTY: 800-735-2258

Addendum No. 4

To Offerors:

**Request for Proposals
Architectural/Engineering Services
Redevelopment of the Pimlico Racing and
Laurel Park Racing Facilities**

Date Issued:

August 25, 2020

This addendum is hereby made part of the Request for Proposals dated July 30, 2020, on the subject work as though originally included therein. The following amendments, additions, and/or corrections shall govern this solicitation.

This addendum incorporates the following items:

1. A copy of the questions submitted to date regarding this RFP, along with their respective answers, is attached hereto.
2. The following language is hereby added to Section 4.3 of the RFP Technical Proposal submissions: "Sample projects must be uploaded as separate volumes. Each upload must include the name of the Offeror and the volume number (ex. ABC Architects Sample Projects Volume 1 of 3).
3. A revised Exhibit 10 is attached hereto.
4. A revised Attachment F is attached hereto.
5. A revised Attachment H is attached hereto.
6. A revised Article 11- Insurance Requirements and Indemnification is attached hereto.

Note: All addenda must be acknowledged by the Offeror in the Technical Proposal.

Yamillette Waite
Procurement Officer

End of Addendum 4

Request for Proposals
Architectural/Engineering Services
Redevelopment of the Pimlico Racing and Laurel Park Racing Facilities
Questions & Answers: Part I

Action Item

	Question	Answer
1.	Will this contract fall under the National Energy Policy Act of 1992?	No.
2.	Could you let me know if A/E services for Pimlico and/or Laurel Park facilities were provided in the past and if so, who was the A/E firm(s) for the contracts/project(s)?	No. This is a new project.
3.	Is there a list of architects/consultants that have indicated interest in this RFP?	Please refer to Addendum #2 for a list of the firms that submitted an expression of interest (EOI) in response to the Request for EOI issued on May 22, 2020. Please also refer to Addendum 3 for firms that attended the pre-proposal and site visits.
4.	Is this being recorded and can we review at a later time?	The pre-proposal was not recorded. A copy of the powerpoint presentation was provided in Addendum #3.
5.	We are a minority structural engineering design firm based in Laurel, MD. How can a structural engineering firm be involved as a sub consultant with any of the Design firms that have been listed for Expressions of Interest on the Virtual Pre-Proposal - RFP - A/E Services - Pimlico Racing and Laurel Park Racing Facilities Project.	Prime offerors are responsible for structuring the composition of their team. Networking sessions have been scheduled for August 27th to provide prospective prime offerors the opportunity to engage in conversations with interested sub-consultants.
6.	Will you need topographic and existing conditions surveys for these projects?	It is anticipated that these services will be required for both facilities, but final execution of the work will be determined by prime.
7.	Where do we get the proposal documents for reference?	For a copy of the RFP, including addenda, please visit the link below. https://www.mdstad.com/contracts/request-proposals-ae-services-redevelopment-pimlico-racing-and-laurel-park-racing
8.	What percentage and what number of small business subcontractors will be approved?	This project does not have an SBR goal. Section 4.3(f)(5), Economic Benefits Factor, of the RFP discusses the inclusion of small business on the project.
9.	The interior design portion of the project is a fairly large component of the architect's services - could that be broken out as its own discipline so that Interior Design firms have a chance to be on a team? Many Interior	Prime offerors have the ability to structure the composition of the proposed team in the manner that they determine to be most advantageous while also meeting the requirements of the RFP.

Request for Proposals
Architectural/Engineering Services
Redevelopment of the Pimlico Racing and Laurel Park Racing Facilities
Questions & Answers: Part I

	Design firms are MDOT certified and that would help with minority requirements. This will enable another portion of the project to potentially be met by an MDOT certified small business.	
10.	Could you please describe the primary goals for each of the separate track and facility redevelopments at the two respective properties?	The scope, general purpose, and scope of services associated with each facility are outlined within Section 3.2 of the RFP.
11.	What type of specific IT services will be required?	IT / AV Design requirements will include but not be limited to the design of audio systems, video systems, tele-data systems, live streaming systems and parimutuel systems, etc.; however, the final scope of services will be determined by the successful Offeror.
12.	Under 4.3 Technical Proposal requirements: Tab 2 & 4 -Resumes of key personnel: there is an "event Specialist" role required. Could you please provide more information on this role requirements?	The redeveloped facilities will be designed to accommodate the standard demands of year round utilization. Significant overlay needs are expected for the hosting of major race events (i.e. Preakness). The event specialist will assist in identifying event overlay needs and the coordination of these needs within the design for the year round use for facilities.
13.	Do you intend to use Drones for site surveys?	Surveying services are expected. The methodology behind survey completion will be determined by the successful Offeror.
14.	Does the project require BIM/Laser Scanning and 3D technologies?	The project is anticipated to use BIM. Laser scanning and 3D technologies are not required but will be determined by the successful Offeror.
15.	Does the project require any specific MBE registration other than MDOT?	They must be MDOT MBE certified to count for MBE participation.
16.	Will you please repeat MBE percentages again?	33% overall 6% African American 2% hispanic and 9% Woman owned. This information can be found in the Key Information Summary Sheet and Section 1.20 of the RFP.
17.	Are prime contractors/offerors allowed to engage proposed sub-consultants in exclusive arrangements? Thus, preventing sub-consultants from joining other teams?	MSA does not provide legal/business advice.
18.	Under 4.3 Technical Proposal Requirements: Tab 2 & 4 - for Examples Projects: the RFP is requesting "Provide 5	Please refer to #2 on Addendum No. 4.

**Request for Proposals
Architectural/Engineering Services
Redevelopment of the Pimlico Racing and Laurel Park Racing Facilities
Questions & Answers: Part I**

	relevant project examples from each of the disciplines identified above"? There could be 10-12 disciplines involved in this project. If 5 projects per each discipline is required- there could be 50-60 project examples in each proposal. Could you please review this requirement again and confirm 5 projects from each discipline will be required? OR just the Prime is required to have minimum 5 project examples? Thank you.	
19.	For MBE participation, does MSA allow 2nd tier subs for MBE credit?	Yes - any tier is allowed as long as they are MDOT MBE certified.
20.	The RFP mentions Small Business Reserve (SBR) participation, is there a specific goal for SBR participation?	No. Please refer to Question 8 above.
21.	In the RFP under the section of economic benefits to Maryland, it says "Subcontract dollars committed to Maryland small businesses and MBE firms". Is there a Maryland small business goal aside from the MBE goals stated?	Please refer to Question 8 above.
22.	Will this project use outside safety consulting company to help make sure all the health and safety requirement are met?	This is not a requirement of the RFP.
23.	Are there existing site, utility & facility plans available for both sites, and will MSA make this information available?	MSA is gathering available data / plans and will provide whatever information is obtained under a future addenda.
24.	Will you consider a second site visit for those who are unable to make the first visit?	No more site visits will be scheduled.
25.	Is the plan to select one A & E Firm to oversee the entire Facility Development, or might there be multiple Firms Awarded? For example, might the Stadium Construction Scope and Stall Barn Redevelopment be awarded to separate Firms?	One A/E firm will be awarded the Project.
26.	Who is on the selection committee?	It is anticipated that the selection committee will consist of representatives from MSA, The Stronach Group, Baltimore City, and Anne Arundel County.
27.	Will questions be answered on a rolling basis? Or answered after the due date of August 26, 2020?	Yes - please submit all questions prior to the extended deadline of September 2, 2020 at 5:00 p.m. to ensure complete and timely answers.
28.	Are access changes and/or infrastructure improvements anticipated on the adjacent	Infrastructure improvements will be required. It is expected that the internal

**Request for Proposals
Architectural/Engineering Services
Redevelopment of the Pimlico Racing and Laurel Park Racing Facilities
Questions & Answers: Part I**

	roadway network, and if so is this work anticipated to be part of the overall project?	roadway / access routes will be impacted with a potential for impacts to the adjacent roadway networks.
29.	On the Attendee list, will you indicate who intends to submit a proposal response as a Prime?	No.
30.	Who will be conducting the technical evaluation /interviews and will there be a fairness monitor overseeing the process?	Please refer to the evaluation process in Section 5 of the RFP.
31.	In addition to MSA, can you please identify additional stakeholders and decision makers for the project?	Project stakeholders include but are not limited to MSA, The Stronach Group, Baltimore City and Anne Arundel County. Note that any and all correspondence from potential offerors must be directed to the identified MSA Procurement Officer in the manner described in the RFP.
32.	How many firms are on this call?	A list was provided via addenda #2.
33.	How is the virtual networking meeting to be conducted?	Via the Zoom platform. After registration and submission of the required surveys, participants will be provided the meeting link by 8/26/20.
34.	Is there a scoring/percentage break-down of the Evaluation Criteria?	Please refer to the evaluation process in Section 5 of the RFP.

Exhibit 10

OWNER 'S REPRESENTATIVES **[PROJECT]**

1. Executive Director, Michael J. Frenz
2. Senior Vice President, Gary
McGuigan
3. Vice President, Al Tyler
4. Project Manager, Chris Deremeik
5. Compliance Officer, Lisa Johnson
6. Project Coordinator, Malaika Damon
7. Principal Counsel, Cynthia Hahn

Attachment F

Attachment H

Please click on the following Share File link to access an Excel version of the Pricing Form:

<https://mdstad.sharefile.com/d-s8d56f92233a4b0bb>

AE Services - Redevelopment of Pimlico Racing and Laurel Park Racing Facilities

DESCRIPTION OF ITEM & AMOUNT (In Written Words)	AMOUNT (In Numbers)
1.0 Programming & Due Diligence Services (Scope of Work Item 3.3) at:	
Pimlico Racing Facility	
Laurel Park Racing Facility - Inclusive of Facility Condition Assessment	
Phase Specific A/E Reimbursable Allowance	
Sub-total:	
Owner Contingency (equal to 10% of sub-total)	
Section Grand Total:	
2.0 Study Design Phase Services (Scope of Work Item 3.4) at:	
Pimlico Racing Facility	
Laurel Park Racing Facility	
Phase Specific A/E Reimbursable Allowance	
Sub-total:	\$ -
Owner Contingency (equal to 10% of sub-total)	
Section Grand Total:	
3.0 Project Design and Bidding (Scope of Work Item 3.5)	
Percentage range if the total Construction Cost (as defined in Article 6 of the Contract) of the Project is:	
Up to \$300 million	_____ % to _____ %
\$300 million to \$314.999 million	_____ % to _____ %
\$315 million to \$329.999 million	_____ % to _____ %
\$330 million to \$344.999 million	_____ % to _____ %
\$345 million and above	_____ % to _____ %
4.0 Construction Administration (Scope of Work Item 3.5.5)	
Percentage range if the total Construction Cost (as defined in Article 6 of the Contract) of the Project is:	
Up to \$300 million	_____ % to _____ %
\$300 million to \$314.999 million	_____ % to _____ %
\$315 million to \$329.999 million	_____ % to _____ %
\$330 million to \$344.999 million	_____ % to _____ %
\$345 million and above	_____ % to _____ %
5.0 Allowance for Reimbursable Expenses	
Project Design, Bidding, & GMP Negotiation	Included with percentage range in Section 3.0
Construction Administration	Included with percentage range in Section 4.0
<i>Financial proposals to be evaluated on summation of Sections 1, 2 and an analysis of sections 3 & 4 percentages for Design & Bidding and Construction Administration</i>	
	\$ -

Submitted By:

 (Company)

 (Typed Name & Title)

 (Signature)

 (Date)

**REQUEST FOR FINANCIAL PROPOSAL
A/E SERVICES
REDEVELOPMENT OF THE PIMLICO RACING AND LAUREL PARK RACING FACILITIES**

WORK TASK DURATIONS

START	COMPLETE	PIMLICO NUMBER OF MONTHS	LAUREL PARK NUMBER OF MONTHS
Notice To Proceed	to Programming & Due Diligence		
Programming & Due Diligence	to Study Design		
Study Design	to Schematic Design		
Schematic Design	to Design Development		
Design Development	to Construction Documents (50%)		
Construction Documents (50%)	to Construction Documents (70%)		
Construction Documents (70%)	to Construction Documents (95%)		
Construction Documents (95%)	to Construction Documents (100%)		

ARTICLE 11
INSURANCE REQUIREMENTS AND INDEMNIFICATION

11.1 INSURANCE REQUIREMENTS: Per the requirements of the RFP, Architect shall maintain, at its own expense, the following insurance coverages, insuring the Architect, its employees, agents and designees, and the Indemnitees (as hereinafter defined), which insurance shall be placed with insurance companies rated "A-VII" or better by A.M. Best & Company and lawfully authorized to do business in the State of Maryland:

- (a) Architect's Professional Liability Insurance in the amount of \$25 million of Construction Cost (including contractual liability coverage, if available, with all coverage retroactive to the earlier of the date of this Agreement or the commencement of Architect's services in relation to the Project), said coverage to be maintained for a period of five (5) years after the date of final payment or the date of final completion of the Project, whichever is later.
- (b) Comprehensive General Liability Insurance in the amount of Four Million Dollars (\$4,000,000) including coverage for blanket contractual liability, broad form property damage and personal injury, and on-going operations and completed operations.
- (c) Umbrella Liability Insurance in the amount of Five Million Dollars (\$5,000,000) following the underlying Comprehensive General Liability Insurance, Commercial Automobile Liability Insurance and Employers' Liability Insurance.
- (d) Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000) covering bodily injury and property damage.
- (e) Workers Compensation Insurance in the amount required under and in accordance with the State of Maryland's statutory requirements and Employers' Liability Insurance with limits not less than One Million Dollars (\$1,000,000) per accident.

All insurance policies shall provide that they cannot be cancelled, materially changed or non-renewed unless the Owner, Indemnitees and Professional Liability Indemnitees (if available) are given at least thirty (30) days prior written notice. All deductibles on any policy of insurance to be purchased by Architect hereunder shall be borne by the Architect.

11.2 ADDITIONAL INSURED: Architect shall insure specifically the indemnity set forth in Section 11.5.below and shall include the Indemnitees (as defined in Section

11.5.1) as additional insureds by causing amendatory riders or endorsements to be attached to the insurance policies described above in subsections 11.1(b), 11.1(c), and 11.1(d). Neither the Owner nor any of the other Indemnitees shall be an additional insured on the professional liability insurance described above in subsection 11.1(a). The insurance coverage afforded under these policies shall be primary to any insurance (or self-insurance) carried independently by the Indemnitees. Said amendatory riders or endorsements shall indicate that, as respects the Indemnitees, there shall be severability of interest under said insurance policies for all coverages provided under said insurance policies. The following language shall be specifically included as an endorsement under the Architect's Comprehensive General Liability policy:

"The coverage afforded to the additional insured under this policy shall be primary insurance. The amount of the Company's liability under this policy shall not be reduced by the existence of any other insurance. It is further agreed that the coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured."

11.3 CONSULTANTS INSURANCE: The Architect shall require that its consultants maintain, at their own expense, the insurance coverages set forth in Section 11.1, or other amounts as agreed in writing by the Owner.

11.4 CERTIFICATE: Architect shall submit valid certificates in form and substance satisfactory to Owner evidencing the effectiveness of the foregoing insurance policies along with copies of the amendatory riders to any such policies to Owner for Owner's approval before Architect commences the rendition of any services hereunder.

11.5 INDEMNIFICATION:

11.5.1 The Architect hereby agrees to indemnify, defend and hold harmless the Owner, the Client, the CM, and their respective members, directors, officers, authorized agents, employees and designees (collectively, the "Indemnitees") from and against any and all losses, claims, demands, liabilities, actions, suits, injuries, damages, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees as and when incurred) asserted by any persons (including, but not limited to, any one or more of the Indemnitees) that are caused by or arise from any negligent acts, errors, or omissions of the Architect, its authorized agents, licensees, employees, and contractors occurring in connection with the performance or lack of performance by the Architect of its duties and obligations under or pursuant to this Agreement. The foregoing indemnity shall be limited to the amount of the insurance policies required under subsections 11.1(b), 11.1(c), and 11.1(d), as applicable.

11.5.2 With respect to professional liability for design and construction administration services covered under Architect's professional liability insurance policy, the Architect hereby agrees to indemnify and hold harmless the Owner and the Client and their respective members, directors, officers, authorized agents, employees and designees (collectively the "Professional Liability Indemnitees") from and against all losses, claims,

demands, liabilities, actions, suits, injuries, damages, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by the negligent performance or lack of performance by the Architect, or any of the Architect's consultants, of their duties and obligations under or pursuant to this Agreement.

11.6 TORT CLAIMS ACTS: The Architect agrees, for itself and for its insurers, that neither Architect nor its insurers may raise or use any immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) in the adjustment of claims or in the defense of suits against the Owner or the Client, unless requested by the Owner.