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Addendum No. 7

To Offerors:

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

Date Issued:

September 23, 2020

This addendum is hereby made part of the Request for Proposals dated July 30, 2020, as amended, 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. Attached is a revised version of Article 11 for the sample agreement, which addresses insurance questions that were submitted.
2. A copy of the Questions and Answers Part III, is attached hereto.

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

Yamillette Waite
Procurement Officer

End of Addendum 7

ARTICLE 11

INSURANCE REQUIREMENTS AND INDEMNIFICATION

11.1 REQUIRED INSURANCE: Per the requirements of the RFP, Architect shall maintain, at its own expense, the following insurance coverages, insuring Architect, its employees, agents and designees, and other persons as required below, 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) Professional Liability (PL) Insurance. Architect shall obtain and maintain, from and after the date of this Agreement, Professional Liability (PL) Insurance to protect Owner, Client, and the other Professional Liability Indemnitees (as hereinafter defined) from damages arising from, and against liability for, errors and omissions in design work performed by Architect or any member of Architect's team. A minimum coverage limit of \$1 million per \$10 million of Construction Costs up to a maximum of \$25 million (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. In addition:
 - (1) Architect shall furnish evidence demonstrating that the limits of coverage stated above are available and unencumbered by previous losses on the policy. During the term of this Agreement, if the available limits in aggregate fall below 50%, Architect shall notify the Procurement Officer and take action promptly to restore the limits to the required level.
 - (2) Deductible shall be the responsibility of Architect and may not exceed \$25,000 without prior approval by the Procurement Officer.
 - (3) There shall be no exclusion for environmental claims arising out of the performance of the professional services.
 - (4) Firms performing work under a joint venture agreement must furnish evidence in the form of an endorsement by the issuer that the joint venture is insured under the policy.
 - (5) A rider is acceptable to increase the PL limits. Project-specific PL policies are not allowed.
 - (6) Owner, Client, and the other Professional Liability Indemnities shall not be named as additional insureds on any PL policies.

(b) Commercial General Liability Insurance. Architect shall obtain and maintain, from and after the date of this Agreement, insurance coverage for general liability claims (including, but not limited to, claims for bodily injury and property damage, including loss of use) arising from the operations of Architect, subconsultants, and suppliers that satisfies the following requirements:

- (1) Commercial General Liability (“CGL”) insurance to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent.
- (2) Minimum coverage limits of: \$1,000,000 as a per occurrence limit; \$2,000,000 as general aggregate limit (applied separately to claims arising from Architect’s performance under this Agreement); and \$2,000,000 as a products/completed operations limit.
- (3) The CGL insurance policy shall not contain any exclusion for: X, C and/or U hazards; third party actions over claims; or punitive damages.
- (4) The CGL insurance policy shall include Blanket Written Contractual Liability covering all contractual liabilities and indemnities assumed by Architect pursuant to this Agreement.
- (5) Indemnitees (as hereinafter defined) shall be added as Additional Insureds by additional insured endorsements ISO CG-20-10 and CG-20-37 or their equivalents. As Additional Insureds, the Indemnities shall have coverage for liability arising out of Architect’s ongoing and completed operations performed. The CGL insurance policy shall include waivers of subrogation in favor of the Indemnities. The CGL insurance policy shall be primary and noncontributory with respect to the coverage afforded to the Indemnities. The following endorsement shall be specifically included as an endorsement under Architect’s CGL insurance policy:

The coverage afforded to the additional insured under this policy shall be primary insurance. The amount of 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.

- (6) The CGL insurance policy shall also include the following extensions:
 - (A) The general aggregate limit shall apply separately to this Agreement;
 - (B) Premises/Operations;

- (C) Actions of Independent Consultants;
 - (D) Products/Completed Operations to be maintained for at least five (5) years after the expiration or termination of this Agreement;
 - (E) If any part of the Project encroaches within fifty (50) feet of the centerline of a railroad, the CGL insurance policy shall be amended to include ISO Endorsement CG-24-17 or its equivalent prior to Architect beginning any work on such Project.
- (c) Automobile Liability. Architect shall obtain and maintain, from and after the date of this Agreement, insurance coverage for third party legal liability claims arising from bodily injury and/or damage to property of others resulting from the ownership, maintenance, or use of any motor vehicle (whether owned, hired, or not owned), both on-site and off-site. Such Business Automobile Liability (“BAL”) insurance shall also include coverage against uninsured motorists and automobile contractual liability. The BAL insurance shall satisfy the following requirements:
- (1) Minimum \$2,000,000 combined single limit on coverage.
 - (2) The BAL insurance policy shall include waivers of subrogation in favor of the Indemnities, name the Indemnities as Additional Insureds, and be primary and noncontributory with respect to the coverage afforded to the Indemnities in accordance with the same requirements as set forth in clause 11.1(b)(5) above.
 - (3) If any part of the Project encroaches within fifty (50) feet of the centerline of a railroad, the BAL insurance policy shall be amended to include ISO Endorsement CA- 20-70 or its equivalent prior to Architect beginning any work on such Project.
- (d) Workers Compensation and Employers Liability. Architect shall obtain and maintain, from and after the date of this Agreement, insurance coverage for claims arising from Workers Compensation statutes and from Employer’s Liability or other third-party legal liability claims arising from bodily injury, disease, or death of Architect’s employees. Such insurance shall satisfy the following requirements:
- (1) Architect shall provide Workers Compensation coverage for all employees and require that their subconsultants provide Workers Compensation coverage for all their employees in accordance with the statutory requirements of the jurisdiction in which the work is being performed.
 - (2) The policy shall provide for both Workers Compensation coverage (“Part A”) and Employers Liability coverage (“Part B”).

- (3) The minimum limits of coverage for Part A (Workers Compensation) shall be in accordance with the statutory requirements of the jurisdiction in which the work is being performed. The minimum limits of coverage for Part B (Employers Liability) shall be \$1,000,000 for each accident, \$1,000,000 for each employee, and a \$1,000,000 aggregate policy limit for disease.
- (4) If Architect's CGL policy's employer liability exclusion is not subject to an exception for liability assumed under an insured contract (in other words, if the employer liability exclusion from Architect's CGL policy is absolute), Part B (Employers Liability) of such insurance policy shall include waivers of subrogation in favor of the Indemnities, name the Indemnities as Additional Insureds with respect to Part B (Employers Liability), and be primary and noncontributory with respect to the coverage afforded to the Indemnities under Part B (Employers Liability) in accordance with the same requirements as set forth in clause 11.1(b)(5) above.
- (e) Excess Liability / Umbrella Liability. Architect shall obtain and maintain, from and after the date of this Agreement, insurance coverage for third party legal liability claims against Architect that exceed the per occurrence or general aggregate limits of the CGL insurance policy, the BAL insurance policy, and Part B (Employer's Liability) of the Workers' Compensation and Employer's Liability insurance policy. Such excess/umbrella insurance shall satisfy the following requirements:
 - 1. Unless otherwise specified by the Procurement Officer, the required minimum coverage limits for such insurance is \$5,000,000 per occurrence.
 - 2. The excess/umbrella liability insurance policy shall include waivers of subrogation in favor of the Indemnities, name the Indemnities as Additional Insureds, and be primary and noncontributory with respect to the coverage afforded to the Indemnities in accordance with the same requirements as set forth in clause 11.1(b)(5) above.

11.2 ADDITIONAL INSURANCE REQUIREMENTS:

- (a) The amount of insurance coverage specified herein shall be the minimum amount of insurance available to satisfy claims. Architect shall purchase and maintain such insurance with a minimum of the limits of liability as specified herein, as otherwise specified by the Procurement Officer with respect to a particular project, or as required by law, whichever is greatest.
- (b) A policy is not acceptable if it allows the costs associated with investigating, managing, or defending against any claim or any other costs incurred by the insured or the insurer to be deducted from the policy limits.

- (c) Architect shall be responsible for the maintenance of this insurance regardless of whether the work is performed directly by Architect, by any subconsultant, by any person employed by Architect or any subconsultant, or by anyone for whose acts Architect may be liable.
- (d) Architect agrees, for itself and for its insurers, that neither Architect or its insurers may raise or use in the adjustment of claims or in the defense of suits against the Professional Liability Indemnitees, 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) unless requested by Owner.
- (e) Owner prefers that all liability insurance policies (whether for professional liability, commercial general liability, business automobile liability, excess and/or umbrella liability, employer liability, or otherwise) be written on an "occurrence basis." However, if any liability insurance policy is on a "claims made" basis, the insurance must be maintained for a period of no less than ten (10) years after the end of the term of this Agreement and the retroactive date must be listed as prior to or on the date on which this Agreement is executed. If the policy is scheduled to be cancelled, not renewed, or not replaced prior to the expiration of such ten (10) year period, then prior to such cancellation, nonrenewal, or non-replacement, Architect must purchase an Extended Reporting Coverage (Tail) to cover the exposures past the cancellation, termination, or expiration date, as applicable.
- (f) No acceptance and/or approval of any insurance by Owner shall be construed as relieving Architect, or the surety or bond, if any, from any liability or obligation imposed upon any of them by this Agreement.

11.3 CONSULTANTS INSURANCE: The Architect shall require that its consultants maintain, at their own expense, (a) Workers Compensation and Employers Liability with Part A Workers Compensation in accordance with the statutory requirements of the jurisdiction in which the work is being performed, (b) professional liability insurance, (c) auto insurance, (d) commercial general liability insurance, and (e) excess liability/umbrella insurance. With respect to (c)-(e), consultant shall name the Indemnitees as Additional Insureds. The minimum coverage limits required by Section 11.1 only apply to the Architect.

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) through 11.1(e), 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.

Request for Proposals

Architectural/Engineering Services Redevelopment of the Pimlico Racing and Laurel Park Racing Facilities Questions & Answers: Part III

Action Item

	Question	Answer
1.	Will the selected team be required to amend the Planned Unit Development (PUD) presently on record?	No.
2.	What process for community input will guide the development of the perimeter trail and amenities? Is the design team free to suggest plazas, green spaces, public art and pedestrian promenade designs?	Please refer to Addendum No. 6, Q&A document, question #68.
3.	Do they have a breakout of the existing number of buildings, areas, and uses for the sites?	Maps of both the existing Pimlico Racing Facility and existing Laurel Park Racing facility identifying the existing structures, their function and their approximate sizing are included herein. These documents are being provided for informational purposes only as MSA has not verified the accuracy of the information contained within the documents.
4.	While we appreciate MSA's desire to encourage MBE participation by setting a goal of 33%, being an MBE with Hispanic and Asian owners, we are puzzled by the legality of assigning quotas to specific minority groups. And if it was	MSA is required to comply with the State's MBE procurement requirements. Questions regarding MBE subcategories and goals should be directed to the Governor's Office of Small, Minority & Women Business Affairs (https://gomdsmallbiz.maryland.gov/Pages/Reporting-Tool-MBE.aspx).

	legally allowed, will you please elaborate on how the percentages are determined?	
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Barn	Unavailable		
	Stalls	Tack	Dorms
Det.	10	3	0
Rec.	80	12	0
Total	90	15	0

Barn	Available		
	Stalls	Tack	Dorms
A	3	1	0
B	7	4	0
C	9	1	0
D	14	4	0
Private	41	6	0
Tent Barn 1	140	8	0
Tent Barn 2	138	8	0
Tent Barn 3	0	8	0
1	30	4	0
2	30	4	0
3	29	5	0
4	30	4	0
5	30	4	0
6	30	4	0
6a	23	3	0
8	19	5	0
9	44	8	0
11	13	2	0
16	34	4	0
17	33	7	0
18	51	13	0
19	54	13	0
20	57	11	0
21	53	10	0
25	24	4	0
26	57	9	0
27	58	10	0
28	36	6	0
29	38	6	0
32	46	7	0
33	34	6	0
LCa	0	0	19
LCb	0	0	18
a	0	0	16
b	0	0	12
c	0	0	18
d	0	0	32
e	0	0	23
f	0	0	20
pw	0	0	7
Total	1205	189	165





Unavailable			
Barn	Stalls	Tack	Dorms
Detention	9	4	0
11 (REC.)	40	7	0
12	40	5	0
A	43	6	8
B	43	6	12
C	42	6	12
D	40	10	12
Preakness	35	15	8
Total	292	59	52

Available			
Barn	Stalls	Tack	Dorms
1	24	5	0
2	32	6	0
3	38	8	30
4	48	5	0
5	56	6	20
6	54	8	0
7	46	8	0
8	22	6	26
9	30	4	0
10	26	4	0
Total	320	49	76



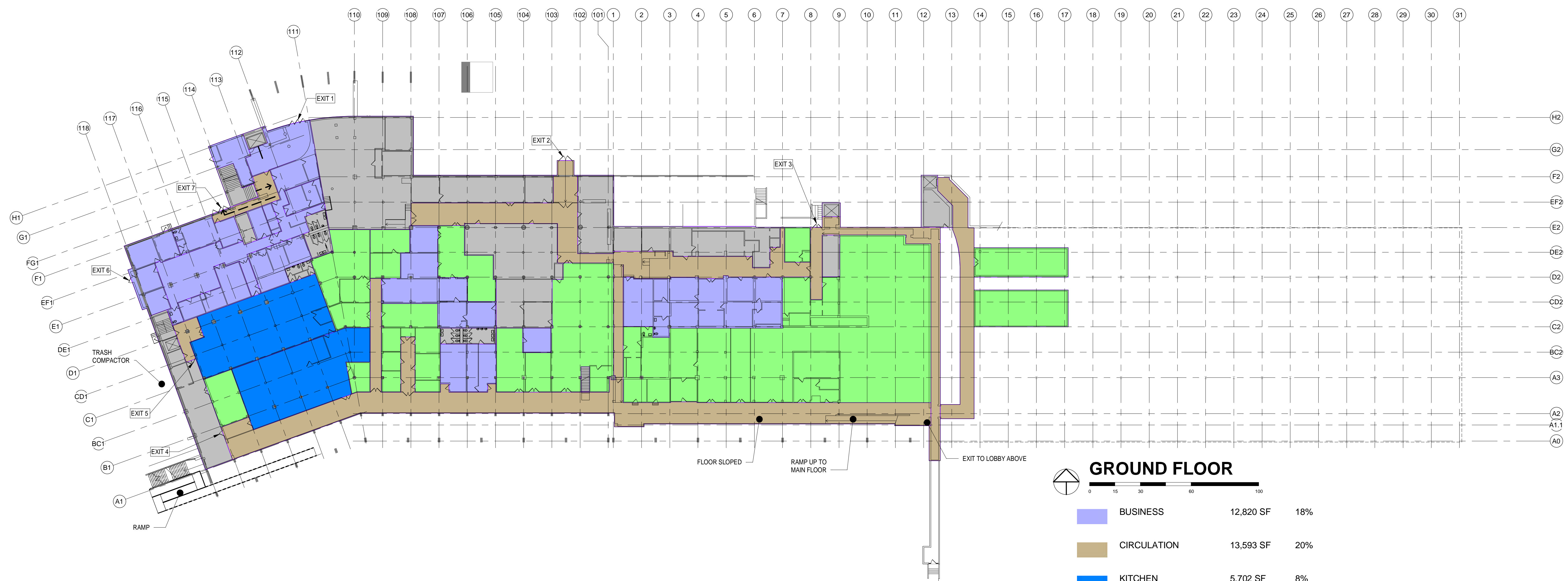
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MAIN FLOOR

0 15 30 60 90 120

BUSINESS	10,902 SF	9%
CIRCULATION	41,782 SF	33%
GAMING	24,563 SF	20%
KITCHEN	8,386 SF	7%
NOT OCCUPIED	15,453 SF	12%
RESTAURANT	23,834 SF	19%
STORAGE/MECHANICAL	328 SF	0%
TOTAL AREA	125,248 SF	



GROUND FLOOR

0 15 30 60 90 120

BUSINESS	12,820 SF	18%
CIRCULATION	13,593 SF	20%
KITCHEN	5,702 SF	8%
NOT OCCUPIED	13,953 SF	20%
STORAGE/MECHANICAL	23,301 SF	34%
TOTAL AREA	69,370 SF	

CODE MODIFICATION

01/31/20

Client: STRONACH GROUP

Location: 198 Laurel Race Track Road
Laurel, MD 20725

Project: LAUREL PARK LEGACY PERMITS

OCCUPANCY DIAGRAMS

Drawn by: AIL

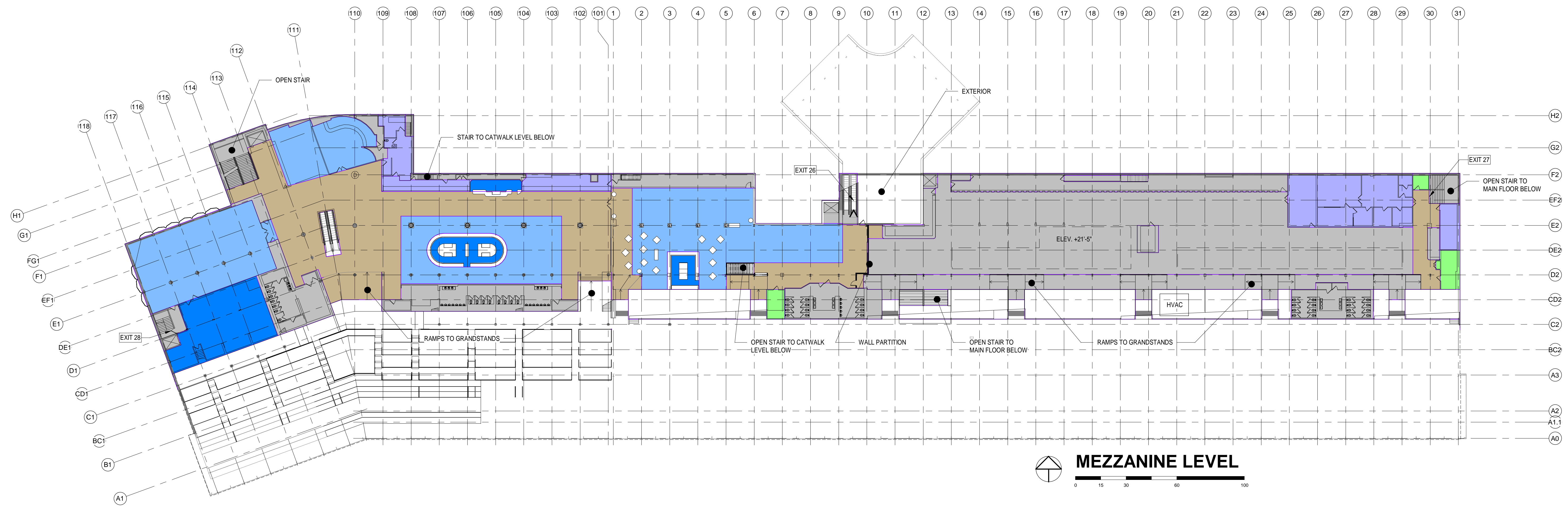
Project No: 17018.10

Date: 01/31/20

Professional Certification
I certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Maryland.
License No. 6856 Expiration Date 02-20-20

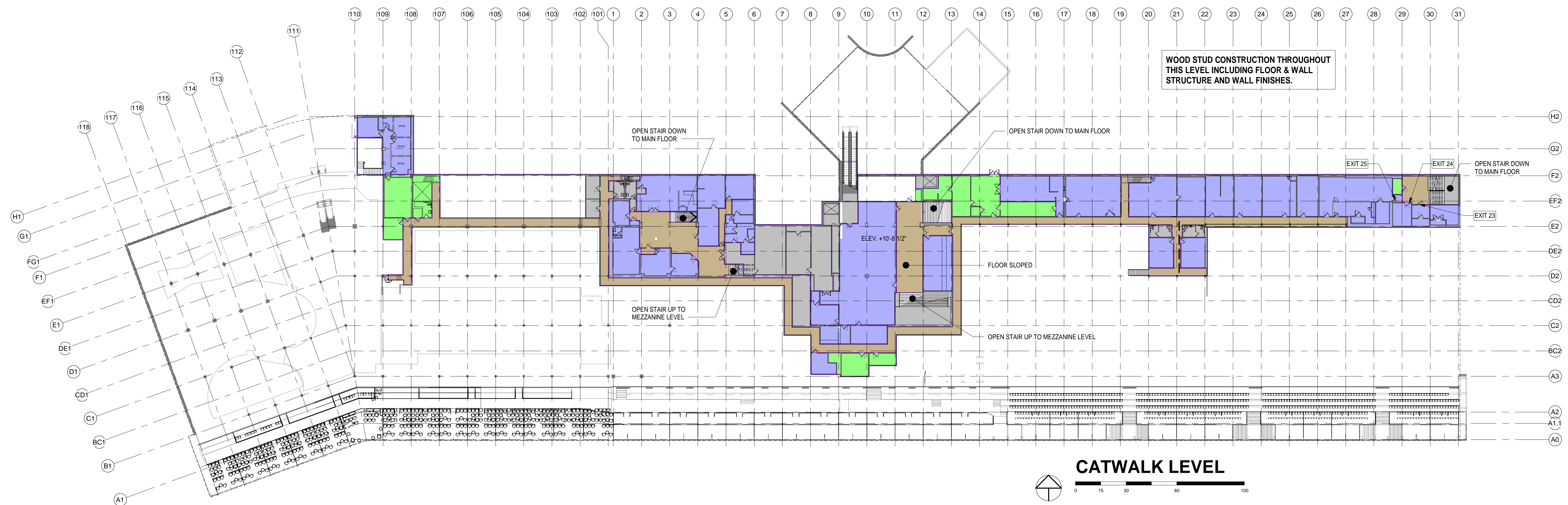
CM-1

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MEZZANINE LEVEL

BUSINESS	4,258 SF	7%
CIRCULATION	11,486 SF	19%
KITCHEN	3,632 SF	6%
NOT OCCUPIED	28,280 SF	46%
RESTAURANT	13,158 SF	21%
STORAGE/MECHANICAL	571 SF	1%
TOTAL AREA	61,386 SF	



CATWALK LEVEL

BUSINESS	14,912 SF	51%
CIRCULATION	6,891 SF	23%
NOT OCCUPIED	5,012 SF	17%
STORAGE/MECHANICAL	2,680 SF	9%
TOTAL AREA	29,495 SF	

CODE MODIFICATION

01/31/20

Client:
STRONACH GROUP

Location:
198 Laurel Race Track Road
Laurel, MD 20725

Project:
LAUREL PARK LEGACY PERMITS

OCCUPANCY DIAGRAMS

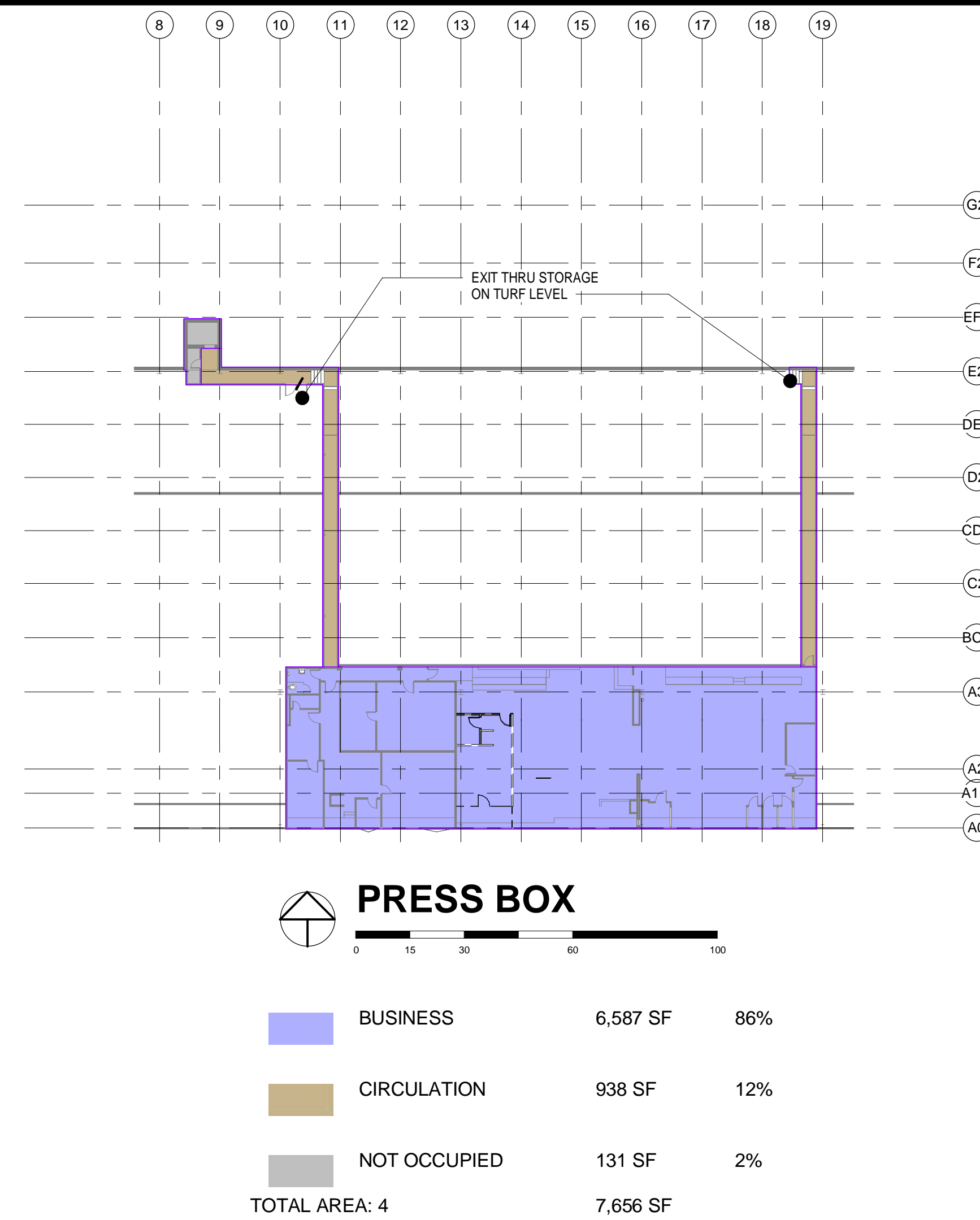
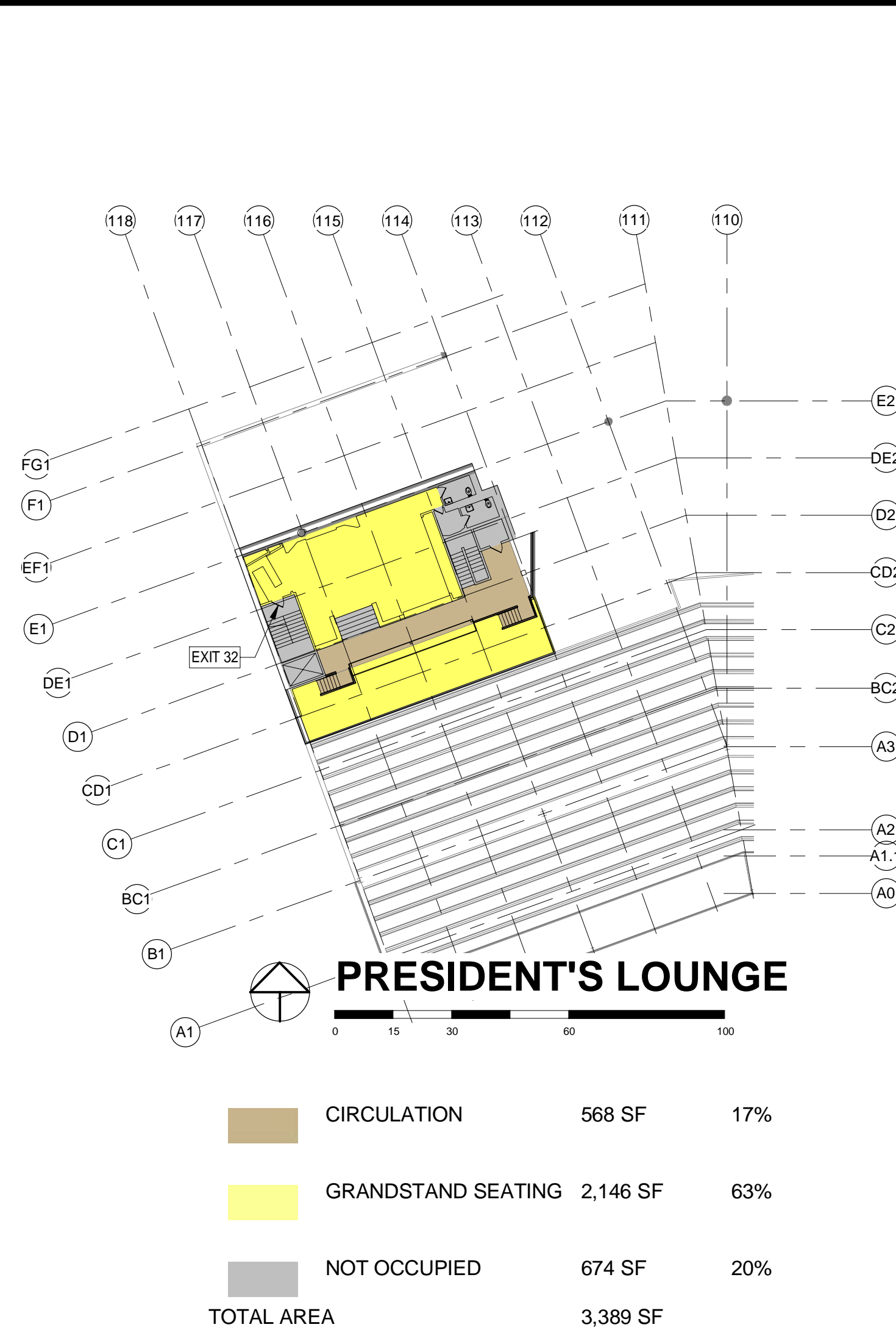
Drawn by:
AIL

Project No:
17018.10

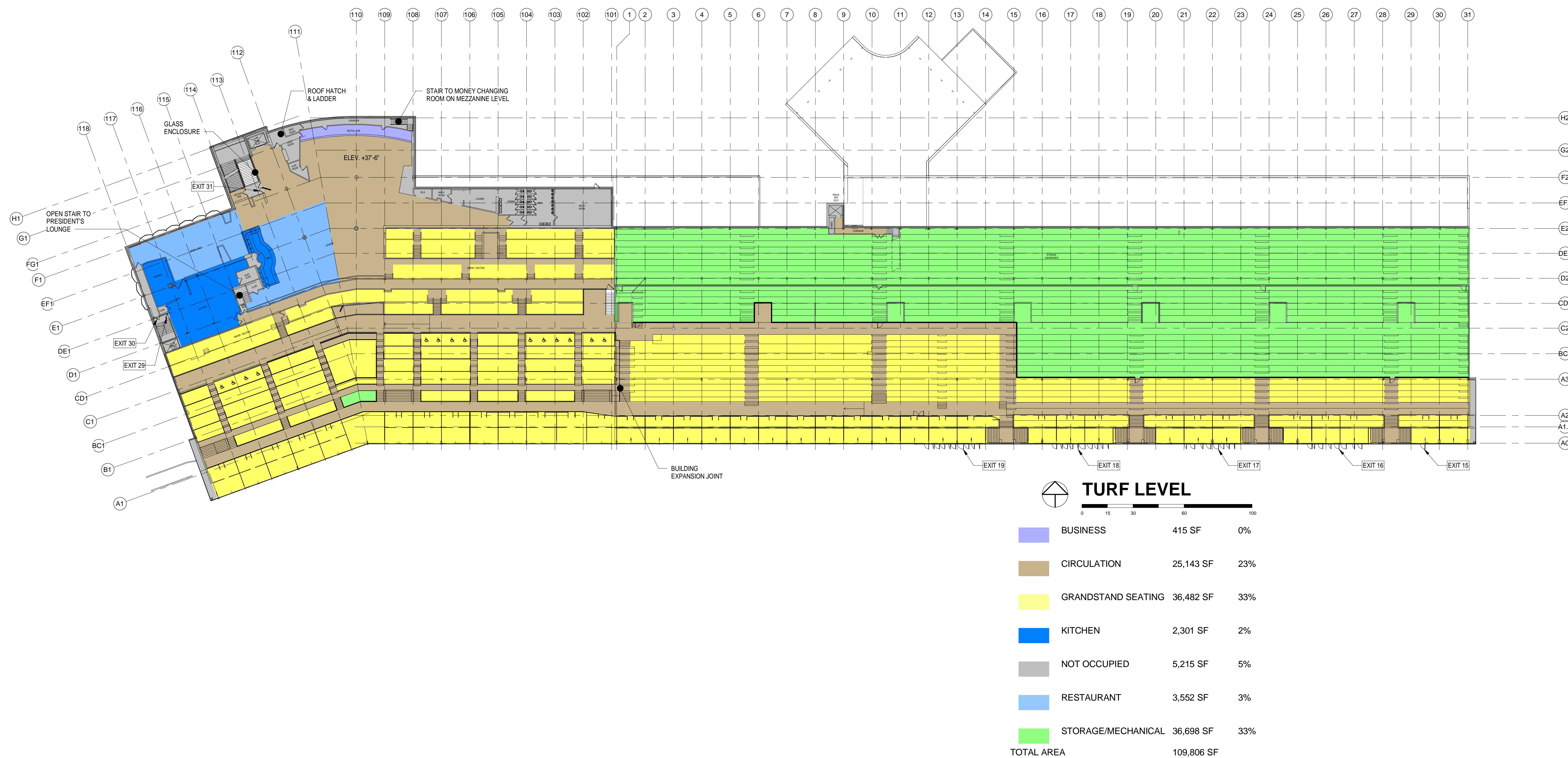
Date:
01/31/20

Professional Certification
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License No. 6856 Expiration Date 02-20-20

CM-2



Occupant Load Calculations (All Levels)			
Use	Area	Factor	# of Occupants
Ground Level			
Business	12,820	100	128
Circulation	13,563	0	0
Kitchen	5,702	200	29
Not Occupied	13,953	0	0
Storage/Mech	23,301	300	78
	69,339		234
Main Level			
Business	10,922	100	109
Circulation	41,782	0	0
Gaming	24,563	See sheets for breakdowns	582
Kitchen	8,388	200	42
Not Occupied	15,453	0	0
Restaurant	23,834	15	1589
Storage/Mech	328	300	1
	125,248		2323
Caiswalk Level			
Business	14,912	100	149
Circulation	6,891	0	0
Not Occupied	5,012	0	0
Storage/Mech	2,680	300	9
	29,495		158
Mezzanine Level			
Business	4,258	100	43
Circulation	11,486	0	0
Kitchen	3,832	200	18
Not Occupied	28,280	0	0
Restaurant	13,158	15	877
Storage/Mech	571	300	2
	61,385		940
Turf Level			
Business	415	100	4
Circulation	25,143	0	0
Grandstand Totals	36,482	See sheets for breakdowns	3274
Kitchen	2,301	200	12
Not Occupied	5,215	0	0
Restaurant	3,552	15	237
Storage/Mech	36,698	300	122
	109,806		3549
President's Lounge			
Circulation	568	0	0
Grandstand Seating	2,146	15	143
Not Occupied	674	0	0
	3,388		143
Press Box			
Business	6,587	100	66
Circulation	938	0	0
Not Occupied	131	0	0
	7,656		66
Totals	496,347		7,613



Bignell**Watkins****Hasser**

ARCHITECTS P.C.

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ANNAPOLIS, MARYLAND 21401
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MD Fax: (410) 224-4443
www.bignellhasser.com

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Revision Schedule		
#	Date	Revision

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Drawn by:
AIL

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CM-3