



Larry Hogan
Governor

Michael J. Frenz
Executive Director

Members

Thomas E. Kelso
Chairman

Leonard J. Attman
Joseph C. Bryce
Michael Huber
Gary L. Mangum
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. 1

**To Offerors: Request for Proposals
Design-Build Services
Hagerstown Multi-Use Sports and Events Facility**

Date Issued: October 7, 2021

This addendum is hereby made part of the Request for Proposals dated September 21, 2021, 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 pre-proposal PowerPoint presentation is attached hereto.
2. A copy of the pre-proposal conference attendee list is attached hereto.
3. Article 21 of Attachment J, Design-Build Agreement, has been revised and is attached hereto.
4. A copy of the Prime/Subcontractor Networking Event flyer is attached hereto. Please make sure to register for this event no later than **October 18, 2021 at 5 p.m. (Local Time)**

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

Yamillette Waite
Procurement Officer

End of Addendum 1



MARYLAND STADIUM AUTHORITY

Request for Proposals for Design-Build Services Hagerstown Multi-Use Sports and Event Facility

Pre-Proposal Conference

October 5, 2021

POINT OF CONTACT

Yamillette Waite

Maryland Stadium Authority

351 West Camden Street, Suite 300

Baltimore, Maryland 21201

Telephone: 443.602.0681

Email: ywaite@mdstad.com

MARYLAND STADIUM AUTHORITY

- ❖ Established by the Maryland General Assembly in 1986.
- ❖ Original mission was to build, manage, and maintain quality facilities to retain major league baseball, and return NFL to Maryland.
- ❖ Legislation enacted in 1987 approved Camden Yards as the site for the new stadium complex and granted MSA administrative and operational powers.
- ❖ Pursuant to MD Code Ann., Econ. Dev. §10-622, the Authority is authorized, among other things, to prepare studies and design projects for political subdivisions of the State.

SCOPE OF SERVICES

MSA is issuing this solicitation to select a highly qualified firm to provide design-build services related to the Hagerstown Multi-Use Sports and Events Facility.

Pursuant to Senate Bill 926, MSA is authorized to finance site acquisition, design, and construction activities related to the Hagerstown Multi-Use Sports and Events Facility. The facility is anticipated to be a state of the art, family-friendly venue that will serve as the home field for an Atlantic League Professional Baseball Club and have the flexibility to include the hosting of:

- outdoor concerts
- festivals
- community and family oriented events

Please refer to Section 3 of the RFP for the full scope of work and all references to attachments relevant to the scope of work.

KEY DATES

	<u>ACTIVITY</u>	<u>DATE (Local Time)</u>
	Request for Proposals Issued	September 21, 2021
	Pre-Proposal Web Conference	October 5, 2021 at 10:00 a.m.
	Site Visit	October 19, 2021 at 11:00 a.m.
	In-Person Networking Event	October 19, 2021 9:30 a.m. – 11 a.m. and 1:00 p.m. – 2:30 p.m.
	Virtual Networking Event	October 22, 2021 9:00 a.m. – 11 a.m.
	Offeror Questions Due	October 20, 2021 at 1 p.m.
	Technical Proposals Due	November 12, 2021 at 1 p.m.
	Oral Presentations	November 30 th & December 1 st - 2 nd
	Anticipated NTP	Early 2022

MINIMUM QUALIFICATIONS

At a minimum, the Offeror shall:

- Have at least five (5) years of experience in managing design-build projects of similar size, scope, and complexity;
- Be licensed to operate in the State of Maryland;
- Have experience providing the following services during both preconstruction and construction phases: quality assurance/quality control, estimating and budget control, CPM scheduling, value engineering, and evaluation and implementation of innovative construction techniques;
- Have experience completing highly complex construction projects that require working in locations with logistical challenges, occupied building environments, and the hosting of large gatherings/public events during construction operations;
- Have the ability to meet the insurance requirements set forth in the Agreement; and
- Have the ability to meet the bonding requirements set forth in Section 1.39 of the RFP.

MINORITY BUSINESS ENTERPRISES – DESIGN PHASE

- ❖ **Minimum overall MBE subcontract participation goal is 29% with the following sub-goals: 7% African-American, 10% Women-Owned.**
- ❖ All subcontractors named by the Offeror as part of their MBE Schedule must be certified with the Maryland Department of Transportation (“MDOT”).
- ❖ Offerors’ submissions must also include the MBE subcontractor’s MDOT certification number & NAICS product and service description of work to be performed. MBE form D-1A must be submitted with the Technical Proposal.
- ❖ For information on certified MBE firms, the directory is available at <http://mdot.state.md.us>. Select the MBE Program label at the left side of the website.
- ❖ The most current information on MBE’s is available at the MDOT website.
- ❖ The Governor’s Office of Small, Minority & Women Business Affairs has issued a Q&A document regarding how to count participation by MBE primes. Information is available on GOSBA’s website (<http://goma.Maryland.gov/Pages/Reporting-Tool-MBE.aspx>).

MINORITY BUSINESS ENTERPRISES – CONSTRUCTION PHASE

- ❖ **Minimum overall MBE subcontract participation goal is 29% with the following sub-goals: 8% African-American, 11% Women-Owned.**
- ❖ All subcontractors named by the Offeror as part of their MBE Schedule must be certified with the Maryland Department of Transportation (“MDOT”).
- ❖ Offerors’ submissions must also include the MBE subcontractor’s MDOT certification number & NAICS product and service description of work to be performed. MBE form D-1A must be submitted with the Technical Proposal.
- ❖ For information on certified MBE firms, the directory is available at <http://mdot.state.md.us>. Select the MBE Program label at the left side of the website.
- ❖ The most current information on MBE’s is available at the MDOT website.
- ❖ The Governor’s Office of Small, Minority & Women Business Affairs has issued a Q&A document regarding how to count participation by MBE primes. Information is available on GOSBA’s website (<http://goma.Maryland.gov/Pages/Reporting-Tool-MBE.aspx>).

PROPOSAL SUBMISSIONS

- ❖ All submissions must be sent electronically. DO NOT send them via email. Use the link provided in Section 1.10 of the RFP.
- ❖ See Section 4 of the RFP for all proposal and submission requirements, including format requirements.
- ❖ Technical Volume:
 - Transmittal letter
 - Executive Summary
 - Offeror Experience and Qualifications
 - Work Plan
 - Economic Benefits Factor
 - Bid/Proposal Affidavit
 - Conflict of Interest Disclosure
 - Capacity Summary Worksheet for Key Personnel
 - Corporate Profile
 - Proof of Insurance/ability to meet insurance requirements
 - MBE Form D1-A “MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule” – Design and Construction each.
- ❖ Financial Volume:
 - Pricing Form

EVALUATION CRITERIA

- ❖ Technical criteria has more weight than Financial criteria. Proposals will be evaluated based on the adequacy of their proposed work plan, Offeror's experience and qualifications, and past performance, among other criteria listed in Section 5.2 of the RFP.
- ❖ The Selection Committee will review the Offerors' Technical Proposals upon submission. Firms deemed as meeting all requirements will be ranked and, based on the achieved rankings, selected firms will then be "short-listed" to participate in oral presentations.
- ❖ After oral presentations, firms will be short-listed again. Those firms will be invited to submit Financial Proposals.

ADDITIONAL INFORMATION

Site Visit:

- **October 19, 2021 at 11:00 a.m.**

Please register per the instructions provided in Section 1.6 of the RFP.

In-Person Prime/Sub Networking Event:

- **October 19, 2021**
9:30 a.m. - 11:00 a.m. and 1:00 p.m. – 2:30 p.m.

Please register per the instructions provided in Addendum No. 1.

Virtual Prime/Sub Networking Event:

- **October 22, 2021 9:00 a.m. – 11:00 a.m.**

Please register per the instructions provided in Addendum No. 1.

QUESTIONS

- ❖ **All questions regarding the RFP must be submitted to the Procurement Officer in writing via the link included in Section 1.9 prior to the deadline given for questions in order to receive an official response from the Maryland Stadium Authority.** Only responses provided in writing by the Maryland Stadium Authority will be considered official answers to questions regarding this RFP.
- ❖ Addenda will be posted on eMMA, MSA's website, and will be sent via GovDelivery to everyone who participated in this pre-proposal. Please check your junk/spam folders and update your e-mail settings to ensure that you receive MSA Contracting GovDelivery e-mails.

**Request for Proposals
Design Build Services
Hagerstown Multi-Use Sports and Events Facility**

**Virutal Pre-Proposal Conference
October 5, 2021**

Name	Company Name	Email	Prime or Sub	MBE Certified
Amado Fernandez	Hughes Group Architects	amado@hgaarch.com	Subcontractor	Yes
Andrew Balling	Fairchance Construction Company	aballing@fairchanceconstruction.com	Prime	No
Andy Scherer	The Whiting-Turner Contracting Company	andrew.scherer@whiting-turner.com	Prime	No
Anthony DiCola	Setty & Associates	tonyd@setty.com	Subcontractor	Yes
Anthony Lavin	MidPoint Technology	tlavin@midtechgroup.com	Subcontractor	No
Avital Zenilman	Turner Contruccion Company	azenilman@tcco.com	Prime	No
Ben Morgan	Barton Malow Builders	benjamin.morgan@bartonmalow.com	Prime	No
Brian Soethe	J. Vinton Schafer, a Quandel Company	bsoethe@quandel.com	Prime	No
Caleb Ray	Midpoint Technology Group	cray@midtechgroup.com	Subcontractor	No
Celine Teodoro	L.F. Jennings, Inc	cteodoro@lfjennings.com	Prime	No
Charles Mitchell	SK&A	charlesm@skaengineers.com	Subcontractor	No
Charles Yetter	McKissack & McKissack	charles.yetter@mckinc.com	Prime	Yes
Chris Peacher	Manns Woodward Studios	cpeacher@mwsarch.com	Subcontractor	No
Chris Timberlake	DW Security Systems	ctimberlake@dwsecuritysystems.com	Subcontractor	No
Cliff Wendricks	Ironworkers Local 568	cpw568@hotmail.com	Subcontractor	
Corey Sarver	Gilbane Building Company	csarver@gilbaneco.com	Prime	No
Corey Woods	Bowen & Kron Enterprises Inc	corey@bowen-kron.com	Subcontractor	No
Cozette Conrad	Barton Malow Builders	cozette.conrad@bartonmalow.com	Prime	Yes
Cyndi Powell	Triad Engineering, Inc.	cpowell@triadeng.com	Subcontractor	No
Cynthia Fraser	Mahan Rykiel Associates	cfraser@mahanrykiel.com	Subcontractor	Yes
Dave Straume	EA Engineering, Science, and Technology	dstraume@east.com	Subcontractor	No
David Coleman	Barton Malow Builders	david.coleman@bartonmalow.com	Prime	No
David Gaudreau	Ewing Cole	dgaudreau@ewingcole.com	Prime	No
David Greusel	Convergence Design	david@convergencecdesignllc.com	Subcontractor	No
David Wolf	Grimm + Parker Architects	dwolf@gparch.com	Subcontractor	Yes
Doug Cherry	Wickersham Construction	cherrydw@wickcon.com	Prime	No
Douglas Boyd	Arora Engineers	dboyd@aroraengineers.com	Subcontractor	Yes
Elizabeth Tuico	ELLANA Cost Consultants	etuico@ellana.net	Subcontractor	Yes
Emily Janney	Turner Construction Company	ejanney@tcco.com	Prime	No
Eric Einhorn	BallParchitecture	eeinhorn@ballparchitecture.com	Subcontractor	No
Eric Saffell	Lighthouse Electric	eric.saffell@lighthouseelectric.com	Subcontractor	No
Gavin Myers	Hughes Group Architects	gavin.myers@hgaarch.com	Subcontractor	Yes
Greg Permison	Gilbane Building Company	gpermison@gilbaneco.com	Prime	No
Greg Ramirez	Henley Construction	gregr@henleyconstruction.com	Prime	No
Ira Helms	Specialized Engineering	ihelms@specializedengineering.com	Subcontractor	No
Jacquelyn Glover	Delon Hampton & Associates	jglover@delonhampton.com	Subcontractor	Yes
Jaipreet Raina	Bowa Construction		Prime	Yes
Jasmin Dixon	KCW Engineering Technologies Inc	jdixon@kcw-et.com	Subcontractor	Yes
Jeffrey Goodwin	Foundation Test Group, Inc	jgoodwin@foundationtestgroup.com	Subcontractor	Yes
Jeffrey Henderson	Smoot Construction	jhenderson@srsmoor.com	Prime	Yes
Jill Burky	Grimm + Parker Architects	jburky@gparch.com	Prime	No
Joan Bentel	Schnabel Engineering DC	jbentel@schnabeldc.com	Subcontractor	No
John Martin	L.F. Jennings, Inc	jmartin@lfjennings.com	Prime	No
Jon Smulyan	MidPoint Technology Group	jsmulyan@midtechgroup.com	Prime	No
Juan Holcomb	M.A. + Associates, LLC	jholcomb@ma-assoc.net	Subcontractor	Yes
Katie Dellapa	Henley Construction		Prime	No
Katie Lund	Weigand Associates, Inc. WOSB MEP	klund@wainet.net	Subcontractor	Yes
Kelly Kreiner	DW Security Systems		Subcontractor	No
Kevin M Anderson	KCW Engineering Technologies Inc	andersonk@kcw-et.com	Subcontractor	Yes
Kevin Riley	Site Resources, Inc.	kriley@siteresourcesinc.com	Subcontractor	Yes
Kim Duerr	Dustin Construction, Inc.	kduerr@dustinconstruction.com	Prime	No
Kirsten Malpass	Tetra Tech	kirsten.malpass@tetrattech.com	Subcontractor	No

Name	Company Name	Email	Prime or Sub	MBE Certified
Leah Schultz	Gipe Associates, Inc.	lschultz@gipe.net	Subcontractor	No
Liling Tien Tien	P.E.L.A. Design, Inc./Landscape Architects	liling@peladesign.net	Subcontractor	Yes
Lindsey Jones	BlueScope Construction	lindsey.jones@bluescopeconstruction.com	Subcontractor	Yes
Lisa Anders	MCN Build	lisa.anders@mcnbuild.com	Prime	No
Lydia Kimball	Floura Teeter Landscape Architects	lkimball@flourateeter.com	Subcontractor	Yes
Mark McAbee	Turner Construction Company	mmcabee@tcco.com	Prime	No
Matthew Ernest	A. Morton Thomas (Civil Engineers)	mernest@amtengineering.com	Subcontractor	No
Melanie Hoffman	Noelker and Hull Associates	mhoffman@noelkerhull.com	Subcontractor	No
Michael Allen-Hall	Noelker and Hull Associates	mallen-hall@noelkerhull.com	Subcontractor	No
Michael Berninger	Tetra Tech	michael.berninger@tetrattech.com	Subcontractor	No
Michael Bowker	APEX Design + Engineering Group	mbowker@apexdeg.com	Prime	No
Michael Conroy	The Whiting-Turner Contracting Company	michael.conroy@whiting-turner.com	Prime	No
Michael Crase	Gilbane Building Company	mcrase@gilbaneco.com	Prime	No
Michael Fisher	Site Resources, Inc.	mfisher@siteresourcesinc.com	Subcontractor	Yes
Michael Withers	M.A. + Associates, LLC	mwithers@ma-assoc.net	Subcontractor	Yes
Michaela Simpson	Pendulum	michaela.simpson@pendulumkc.com	Prime	Yes
Mike Marshner	CAM Construction	mike@cambuilds.com	Prime	No
Moustapha Diack	Loring Consulting Engineers	mdiack@loringengineers.com	Subcontractor	No
Myrofora Anastasi	A&F Engineers Inc.	manastasi@af-engineers.com	Subcontractor	Yes
Nicholas Sevier	Turner Construction Company	nsevier@tcco.com	Prime	No
Nicholas Wolfe	Triad Engineering, Inc.	nwolfe@triadeng.com	Subcontractor	No
Nick Thomas	Renascent DC	nthomas@renascentdc.com	Subcontractor	No
Patricia Sanford	Alexander Perry Inc.	psanford@alexanderperryinc.com	Prime	Yes
Patrick Huang	Turner Construction Company	phuang@tcco.com	Prime	No
Peter Muther	DLR Group	pmuther@dlrgroup.com	Subcontractor	No
Rachel Barry	Carroll Engineering, Inc.	rbarry@ceiengineering.com	Subcontractor	Yes
Rena Eaton	Stratified Inc.	reaton@stratified.us	Subcontractor	No
Ricardo Nolasco	McKissack & McKissack	ricardo.nolasco@mckinc.com	Prime	Yes
Robert Brinkman	Freestate Electric Baltimore	rbrinkman@freestateelectric.com	Subcontractor	No
Robert Reckart	Carpenters Local 423	rreckart@eascarpenters.org	Subcontractor	No
Robyne Hamilton	SM&W	rhamilton@smwllc.com	Subcontractor	Yes
Russell Kohler	Howard Concrete Pumping	rkohler@howardconcretepumping.com	Subcontractor	No
Ryan Fox	The Whiting-Turner Contracting Company	ryan.fox@whiting-turner.com	Prime	No
Ryan Friday	Lighthouse Electric	ryan.friday@lighthouseelectric.com	Subcontractor	No
Ryan Stambaugh	MidPoint Technology Group	rstambaugh@midtechgroup.com	Subcontractor	No
Sarah Palmer	Dustin Construction, Inc.	spalmer@dustinconstruction.com	Prime	No
Saurabh Raut	Tejy	sraut@tejy.com	Subcontractor	Yes
Scott Bulera	Turner Construction Company	sbulera@tcco.com	Prime	No
Scott Earley	Gilbane Building Company	searley@gilbaneco.com	Prime	No
Scott Rykiel	Mahan Rykiel Associates	srykiel@mahanrykiel.com	Subcontractor	Yes
Sean Sweeney	Bowa Construction	ssweeney@bowaconstruction.com	Prime	Yes
Shane Corwell	Barton Malow Builders	shane.corwell@bartonmalow.com	Prime	No
Shaun O'Neal	ECS Mid-Atlantic	soneal@ecslimited.com	Subcontractor	No
Steve Whitman	Coffman Engineers	steven.whitman@coffman.com	Subcontractor	No
Susan Hains	Grimm and Parker Architects	shains@gparch.com	Subcontractor	No
Terra Barnes	Froehling & Robertson	tbarnes@fandr.com	Subcontractor	No
Thomas Raul	Albrecht Engineering, Inc.	traul@albrechtengineering.com	Subcontractor	Yes
Tige Sheehan	The Whiting-Turner Contracting Company	tige.sheehan@whiting-turner.com	Prime	No
Tim Robinson	BlueScope Construction, Inc.	throbinson@bluescopeconstruction.com	Subcontractor	No
Tracy Link	Dharam Consulting	tlink@dharamconsulting.com	Subcontractor	Yes
William Kick	Herbert, Rowland & Grubic, Inc.	wkick@hrg-inc.com	Subcontractor	No
Yohana Merho	Berg Corporation	ymerho@bergdemo.com	Subcontractor	No
Zachary Chevalier	MidPoint Technology Group	zchevalier@midtechgroup.com	Subcontractor	No

ARTICLE 21 - *Revised*
DESIGN-BUILDER'S INSURANCE

21.1.1 The Design-Builder shall maintain in full force and effect liability insurance necessary to cover claims arising from the Design-Builder's operations under this Contract. The following types of insurance coverage shall be provided in the amounts indicated as follows:

Coverage limits shall be as follows:

Architect's Professional Liability Insurance in the amount of \$1 million per \$10 million of the Cost of Work (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.

Builders Risk	All Risk Policy
Worker's Compensation	Statutory
<i>Employer Liability</i>	
<i>Bodily injury (per accident/employee)</i>	<i>\$ 1,000,000</i>
<i>Bodily injury (per disease/employee)</i>	<i>\$ 1,000,000</i>
<i>Policy limit by disease</i>	<i>\$ 1,000,000</i>
<i>Auto Liability (Combined single limit)</i>	<i>\$ 2,000,000</i>
General Liability	
Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000
Products-completed Operations	\$ 4,000,000
Excess Liability	
Occurrence and Aggregate	\$ 10,000,000

21.1.2 ~~The insurance shall be kept in full force and effect until all work has been satisfactorily completed and accepted. The insurance shall be kept in full force and effect for two (2) years following substantial completion.~~ Evidence of insurance shall be provided to MSA prior to the execution of the Contract by means of a Certificate of Insurance with copies of all endorsements attached or by certified copy of the complete policy with all endorsements. The Contractor shall deliver to MSA certificates evidencing all required insurance at least once each year (as evidence of continued coverage in the amounts and on the terms required) for the duration of the contract. Failure to obtain or to maintain the required insurance or to submit the required proof of insurance shall be grounds for termination of the contract for default. Exclusion endorsement copies shall be attached to the Certificate of Insurance. The Certificate of Insurance shall be accompanied by a

document (a copy of State License or letter from insurer) which indicates that the agent signing the certificate is an authorized agent of the insurer.

21.1.3 The Contractor shall not commence work under this Contract until all the insurance required under COMAR Section 21.07.02.10 and this Subsection has been obtained and approved by MSA, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained by the subcontractor and approved by the Contractor. All Subcontractors shall be required in the subcontract documents to carry insurance for the line items described in the subcontract. The Contractor shall be responsible for determining appropriate limits for subcontractors, and for enforcing insurance coverage requirements for its subcontractors.

21.1.4 All insurance policies required by this Subsection or elsewhere in the Contract Documents shall be written on forms (including the actual wording of the policies and all endorsements) acceptable to MSA and with insurance companies that hold a current A.M. Best rating of A and that are duly registered or licensed to transact the prescribed coverages in the State.

21.1.5 All insurance policies required by this Section or elsewhere in the Contract Documents shall be endorsed to MSA and the State that the insurance carrier shall provide at least forty five (45) days notice to MSA in the event of cancellation, nonrenewal, or material change in the coverage, either by the insurance company or the Contractor.

21.1.6 The General Liability and Umbrella Liability/Excess Liability insurance policies required by this Subsection or elsewhere in the contract Documents shall include endorsements stating that the State and MSA and any other entities designated by MSA are additional insureds with respect to liability arising out of or resulting from the operations and completed operations of the named insured under the Contract.

21.1.7 All insurance policies required by this Section or elsewhere in the Contract Documents shall contain endorsements stating that such coverage as is provided by the policies for the benefit of the additional insured is primary and other coverage maintained by additional insured (if any) shall be non-contributing with the coverage provided under the policies.

21.1.8 All insurance policies required by this Section or elsewhere in the Contract Documents shall contain waivers of subrogation in favor of the State and MSA and any other entity designated by MSA and shall provide that the bankruptcy or insolvency of the insured does not relieve the insurance company of its obligations under the policies.

21.1.9 In the event any party maintains insurance with limits exceeding the limits required hereunder, the Certificates of Insurance provided to MSA shall state the full extent of the coverage available to the parties. Such excess liability coverage will inure to the benefit of the parties in the event of loss in excess of the minimum insurance required herein.

21.1.10 If, during the term of the Contract, the Contractor fails to secure and maintain the required insurance, MSA shall have the right (without the obligation to do so) to secure the insurance in the amounts specified in the name of the Contractor, in which case, the Contractor shall pay all premiums, deductibles, self-insured retentions or other amounts associated with the insurance and shall furnish all information that may be required in connection with MSA purchasing such insurance.

21.1.11 It is understood and agreed that the coverages and limits contained herein are the minimum requirements only. Contractor is responsible for providing insurance coverage that meets the needs of the Contractor itself, its subcontractors, sub-consultants, employees, and others as obligated in the Contract Documents. All insurance policies shall contain at a minimum the following provisions:

1. Primary General Liability Insurance

A. Coverage – The policy shall include provisions that offer protection against all risks and exposures, including without limitation:

1. Premises and Operations Coverage
2. Products and Completed Operations Coverage
3. Blanket Contractual Liability Coverage, including any indemnity provisions
4. Broad Named Insured Endorsement
5. Notice, Knowledge, and Unintentional Errors and Omissions Coverage
6. Incidental Malpractice Coverage
7. Independent Contractors Coverage
8. Personal Injury Coverage
9. Broad Form Coverage for damage to property of the State, as well as other third parties resulting from the Contractor’s Work
10. Any aggregate limits apply on a “per project” basis

(i) Limits of Liability – See Section 22.1.1.

(iii) Deductibles – The Contractor is responsible for payment of all deductibles and shall include and specifically identify in its bid any amounts that it expects to pay for deductibles.

(iii) Status of the State as Additional Insured – The Policy shall name the State and MSA and any other entities required by MSA as additional insured.

(iv) Term of Coverage – The term of coverage shall be the full contract term. Contractor shall continue to name all additional insured for the entire Period.

(v) Other Coverage/Features – The Primary General Liability Insurance Policy and all Umbrella Liability/Excess Liability Policies are also subject to the following requirements:

B. All policies shall include a provision that no act or omission of the Contractor or any party acting under its direction will affect or limit the obligations of the insurance company in respect of any additional insured.

C. All policies shall delete any warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the work under the Contract.

D. All policies must provide that the insurance company have the duty to adjust a claim and provide a defense.

2. Umbrella Liability Insurance

(i) Coverage – Coverage shall be at least as broad as the underlying primary commercial general liability policy.

(ii) Limits of Liability – See Section 22.1.1.

(iii) Deductibles – The Contractor is responsible for payment of all deductibles and shall include and specifically identify in its bid any amounts that it expects to pay for deductibles.

(iv) Status of the State as Additional Insured – The Policy shall name the State and MSA and

any other entities required by MSA as additional insured.

3. Automobile Liability Insurance

- (i) Coverage – All vehicles used in conjunction with the Contract shall be insured.
- (ii) Limits of Liability – See Section 22.1.1.
- (iii) Deductibles – The Contractor is responsible for payment of all deductibles and shall include and specifically identify in its bid any amounts that it expects to pay for deductibles.

4. Workers' Compensation

- (i) Coverage – Statutory Workers' Compensation as required by the State of Maryland.
- (ii) Limits of Liability – Statutory.

5. Builder's Risk Insurance (and Installation Floater, if not included in Builder's Risk Coverage)

- (i) Named Insured – At a minimum the policy shall insure the Contractor, the State, MSA, and any other party with an insurable interest in the Project.
- (ii) Coverage – All risks of direct physical loss of or damage to the property (including without limitation perils of flood). Coverage shall be as broad as possible with respect to both covered property interests and covered locations. All covered locations shall be named, and shall include the contract number and project description. Coverage applies to all materials, supplies, and equipment that are consumed on or intended for State of Maryland specific installation in the Project while such materials, supplies and equipment are located at the Project site. If the Builder's Risk Policy does not cover materials onsite that have not yet been installed, Contractor shall also provide an Installation Floater. Contractor shall comply with any requirements in the Policy for project reports by the Contractor to the insurance company. The Builder's Risk Policy shall be endorsed:
 - (a) waiving the insurance company's rights of recovery under subrogation against all insureds and additional insureds on the policy;
 - (b) to make MSA a Loss Payee for all claims; and
 - (c) to delete any provisions that void coverage with respect to MSA for acts or omissions of the Contractor or any other party.
- (iii) Limits of Liability – Full replacement cost of the structure under construction, plus debris removal coverage and ordinance coverage for all risk perils, and cost of materials onsite that have not yet been installed. Any sub-limits must be clearly identified, and are subject to prior approval by MSA.
- (iv) Deductibles – The Contractor is responsible for payment of all deductibles and shall include and specifically identify in its bid any amounts that it expects to pay for deductibles.



Design-Build Services for the Hagerstown Multi-Use Sports and Events Facility

Prime/Sub Networking Event

Project Description:

The Maryland Stadium Authority (“MSA”) is hosting a prime/sub networking event related to the Request for Proposals (“RFP”) for Design-Build Services for the Hagerstown Multi-Use Sports and Events Facility. Through this RFP, and pursuant to Senate Bill 926, MSA is authorized to finance site acquisition, design, and construction activities relating to the Hagerstown Multi-Use Sports and Events Facility. The purpose of this event is to promote subcontracting opportunities and facilitate discussions between prime firms and small, minority, and women-owned businesses throughout the State.

Please click [HERE](#) to access a copy of the RFP and visit the links below to register for the networking events.

Register Now!

In-Person Networking Event

Tuesday, October 19, 2021
9:30 a.m. – 11:00 a.m. & 1:00 p.m. – 2:30 p.m.

<https://www.eventbrite.com/o/maryland-stadium-authority-26495180021>

Virtual Networking Event

Friday, October 22, 2021
9:00 a.m. – 11:00 a.m.

<https://www.eventbrite.com/e/virtual-rfp-hagerstown-design-build-primesub-outreach-tickets-183597453927>