



Parks, Promenade, & Public Spaces

Discipline: Maritime Engineers

Request For Qualifications (RFQ)

Issue Date: 3/19/2024

Proposal Due Date: 4/2/2024

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PART 1 - GENERAL DESCRIPTION OF THE WORK AND SCHEDULE

1.0 SUMMARY

HARBORPLACE

The Harborplace development project represents one of the largest urban revitalization efforts in America and will have a fundamental and far-reaching positive impact on Baltimore, its economy, and its future. The total master planned development site contains 27 acres of waterfront land within Baltimore's famous Inner Harbor and within Baltimore's Central Business District (CBD). The proposed development program consists of 1.5 million square feet of mixed-use real estate. All project documents and master plan can be found on the developer's website www.ourharborplace.com/theplan. MCB HP Baltimore LLC ("Developer") is seeking qualifications from Maritime Engineers who have significant expertise in contracting multiple subconsultants, coordinating with large consultant teams, providing underwater marine investigations and reports, and delivering complex reconstruction of existing promenades, bulkheads and reliving platforms including but not limited to the design, documentation, and construction administration of docks, piers, wetlands, recreational, and water dependent uses adjacent to multi-phased, multi-million-dollar urban development's ("Respondent").

THE PROJECT

Developer is seeking qualifications from Maritime Engineers and its design consultants to provide services from design, documentation, coordination, and construction administration for the proposed master plan improvements within the parks, promenade, and public spaces (the "Project"). The Project will be designed within the context of the proposed Master Plan and should be analyzed in coordination with historic, existing, and proposed development.

The Developer is committed to promoting supplier diversity, creating job opportunities for Baltimore City residents through local hiring, and fostering the growth of minority and women-owned firms, contractors, and local businesses.

The infrastructure design in the Project will provide for ranges of ability and accessibility that comply with the American with Disabilities Act (the "ADA"). Harborplace is planned to be inclusive and designed to enable accessibility for every visitor and resident.

The Respondent shall be equipped to coordinate and direct a large team of engineers and design consultants necessary to complete construction of the Project. The Project is expected to be contracted under a standard AIA contract.

PART 2 - INSTRUCTIONS TO RESPONDENTS

Responses will be received by the Developer:

MCB HP Baltimore LLC
c/o MCB Real Estate LLC
2002 Clipper Park Rd.
Suite 105
Baltimore, MD 21211
Attention: Mr. Adam Genn

Responses must be electronically transmitted to Jonathan Sandoval at jsandoval@mcbrealestate.com **no later than 6:00 P.M. EST, on the due date** in accordance with the RFQ documents. In addition to the electronic submission.

The Respondents shall submit, as part of the response, a letter of expression of interest that includes the following items:

1. **Experience:** Provide a descriptive list of three (3) projects in the past five (5) years which show relevant experience and capabilities, with references and contact information from clients, general contractors, and consultants. Respondent shall also describe the volume of work in Baltimore City in the last five (5) years. Lastly, the Respondent should describe any noteworthy differentiators between their company and their competitors.
2. **Key Personnel:** The Respondent shall provide both an organizational chart for the Respondent's company, as well as the Respondent's proposed project team. Please include resumes for each professional that the company would assign to this project.
3. **Local Hiring & Supplier Diversity:** Explain how the Respondent will be able to achieve the goals of the developer. Additionally, the successful Respondent is required to articulate and explain previous history with local hiring and supplier diversity, especially in Baltimore City.
4. **Signed Non-Disclosure Agreement ("NDA"):** The NDA must be completed by the Respondent with the appropriate company information and executed by an individual or officer with authority to execute the document. The form of the NDA is attached hereto as Exhibit A.
5. **Insurance Limits:** The successful Respondent shall provide confirmation that the Respondent can meet the insurance requirements listed in Exhibit B.
6. **Software List:** Provide list of software, if any, and processes used for managing projects and communicating with the Developer and General Contractor (RFI's, submittals, scheduling, punch lists, billing, etc.).

7. **Quality Control:** Describe your quality control and plan coordination strategy. Please indicate how Revit is used as part of the Respondent's design process, including subconsultant integration.

This RFQ is not in any manner to be considered an order for or an offer to purchase any or all of the services or materials set forth herein. The Developer reserves the right to accept or reject any or all proposals at its discretion, to make awards in any way it deems to be in the Developer's best interest, to negotiate privately with one or more Respondents regarding a "best and final offer" or any other matter, and to add or delete any specified services or requirements before awarding a definitive contract. THIS RFQ DOES NOT COMMIT THE DEVELOPER TO ACCEPT ANY PROPOSAL OR ENTER INTO ANY CONTRACT. THIS RFQ DOES NOT OBLIGATE THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH THE PREPARATION OF PROPOSALS.

Award of a final contract will be based in part upon available funding, the development of final pricing options, and will ultimately be exercised at the sole discretion of Developer.

All information and intellectual property developed during the creation of the Contract Drawings shall be the property of the Developer.

All supplementary instructions to Respondents are to be in writing. The Developer will not be responsible for oral instructions from any source.

A principal, duly authorized to make contracts, must execute the Proposal. The Respondent's legal name and address must be fully stated.

All qualified Respondents will receive a response from the Developer.

PART 3 LIST OF EXHIBITS

Exhibit A – NDA

Exhibit B – Insurance Requirements

**EXHIBIT A
CONFIDENTIALITY AGREEMENT**

MCB HP BALTIMORE LLC ("**Provider**") has agreed to make available to _____ ("**Recipient**"), or to cause Provider's Representatives (hereinafter defined) to make available to Recipient certain information relating to the asset(s) listed on **Schedule A** hereto (collectively, the "**Asset**") so that Recipient may assist Provider in its evaluation of a potential transaction with respect thereto (the "**Transaction**"), provided that the Recipient enter into this Confidentiality Agreement (this "**Agreement**") to assure the confidentiality of such information and the confidentiality of the discussions between the parties. Recipient and Provider hereby agrees as follows:

1. **Confidential Information.** The term "**Confidential Information**" as used in this Agreement shall mean all information and materials (in written, electronic or other media, or provided verbally to the Recipient) concerning or relating to the Transaction, the Asset, the Provider or otherwise, which is provided by or on behalf of the Provider or any of Provider's Representatives to the Recipient. The term "Confidential Information" shall not include the following: (a) information which at the time of disclosure by Provider or any of Provider's Representatives, as the case may be, is publicly available, or information which later becomes publicly available through no act or omission of the Recipient or any of Recipient's Representatives (as hereinafter defined); (b) information which was in possession of Recipient prior to disclosure by Provider or Provider's Representatives; (c) information received by Recipient from a third party who, to Recipient's knowledge, did not acquire such information on a confidential basis from Provider and was not received in anticipation of the Transaction; or (d) information which was independently developed by of for Recipient or any of any of Recipient's Representatives and which does not contain, in whole or in part, Confidential Information. As used herein, the term "**Provider's Representatives**" means with respect to the Provider, collectively, its affiliates and the directors, officers, shareholders, members, managers, employees, agents, advisors, counsel, accountants, auditors, consultants of Provider and of Provider's affiliates.

2. **Disclosure and Use of Confidential Information.** Recipient agrees to keep confidential all Confidential Information which Recipient may obtain, receive, or gain access to during the course of discussions or negotiations regarding the Transaction and/or are otherwise provided to it by or on behalf of the Provider or any of Provider's Representatives and shall not, without Provider's prior written consent, which may be given or withheld in its sole and absolute discretion, disclose such Confidential Information to any third party, except as permitted by this **Section 2** or **Section 3** below. The Recipient shall limit the disclosure of the Confidential Information to the employees and contractors of Recipient or Recipient's affiliates who require access to the Confidential Information to assist Provider in its evaluation of the Transaction or the Asset (collectively, "**Recipient's Representatives**"). Recipient shall use the Confidential Information only for the purpose of assisting Provider in its evaluation of the Transaction and/or Asset and hereby acknowledges and agrees that it shall not make any other use of any of the Confidential Information without the prior written consent of the Provider. Recipient shall be responsible for any breach of this Agreement by it or any of Recipient's Representatives. Recipient shall use at least the same degree of care to avoid the publication, disclosure, reproduction, or other dissemination of the Confidential Information as employed by Recipient with respect to its own valuable, proprietary information to ensure protection from unauthorized publication, disclosure, reproduction, or other dissemination. Recipient shall cause those Recipient's Representatives who receive Confidential Information to comply with the terms and conditions of this Agreement as if it was Recipient and any breach of the terms and conditions of

this Agreement by any of Recipient's Representative shall be deemed to be a breach of this Agreement by Recipient. Recipient shall not communicate with any tenants, occupants, governmental authorities, service providers, or other parties with a relationship, contractual or otherwise, to the Asset, without the prior written consent of Provider, except in the ordinary course of business unrelated to the Transaction.

3. **Required Disclosure.** If and to the extent that, in the opinion of legal counsel, Recipient is required by a court of competent jurisdiction, or by a judicial, administrative or legislative body or process or as otherwise may be required by applicable law to disclose any Confidential Information, Recipient shall, to the extent legally permitted, provide prompt written notice thereof to Provider and shall reasonably cooperate with Provider in any reasonable attempt that the Recipient and/or Provider may make to obtain a protective order or other equitable relief to preserve the confidentiality of the Confidential Information, or reliable written assurance that confidential treatment will be accorded to Confidential Information so disclosed. If Recipient is nevertheless compelled to disclose any Confidential Information, Recipient may make sure disclosure without liability hereunder, provided that, the Recipient furnish only that portion of the Confidential Information it is advised by counsel is legally required and shall endeavor to obtain written assurance that confidential treatment will be accorded to the Confidential Information disclosed.

4. **Return of Documents.** The Provider may elect, from time to time and at any time, to terminate further access to the Confidential Information. The Recipient further agrees to return or destroy any and all Confidential Information upon the written request of the Provider. Recipient hereby agrees to certify to Provider of such destruction, if applicable, upon request of Provider. Recipient's obligations under this **Section 4** shall survive the termination or expiration of this Agreement.

5. **Term.** This Agreement shall be effective on the date this Agreement has been fully executed and delivered to the parties, as set forth below, and shall continue in effect for a period of three (3) years.

6. **Equitable Relief.** Recipient hereby acknowledges that money damages will not be an adequate remedy for any breach of this Agreement by the Recipient or any of Recipient's Representatives and agrees that, in addition to any and all other remedies which may be available to Provider at law or in equity, Provider shall be entitled to seek specific performance and immediate preliminary and/or permanent injunctive relief or other equitable relief, without bond, as a remedy for any such breach or threatened breach.

7. **No Representation or Warranties.** Neither Provider nor any of Provider's Representatives hereby makes any representations or warranties with respect to the accuracy and/or completeness of any Confidential Information which Provider discloses to Recipient. It is further understood and agreed that neither Provider nor any of Provider's Representatives shall have any liability or responsibility to Recipient or to any other person or entity resulting from or arising out of the use of any Confidential Information furnished to Recipient. All Confidential Information which may be furnished to Recipient and/or any of its Representatives by or on behalf of the Provider shall continue to be the property of the Provider.

8. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law principles.

(b) Each party hereto unconditionally waives any right to trial by jury.

(c) This Agreement is not and shall not be construed as any form of a letter of intent or agreement to enter into any type of transaction or specific contractual arrangement of any nature whatsoever and notwithstanding anything to the contrary contained herein or otherwise, the Recipient and Provider acknowledge and agree that neither party is obligated (by virtue of entering into this Agreement or otherwise) to enter into the Transaction.

(d) This Agreement is not assignable by either party without the prior written consent of the other and shall be binding upon the successors and permitted assigns of the parties.

(e) Any delay or failure to exercise any right or remedies hereunder shall not: (i) impair such right or remedy; (ii) be construed as a waiver thereof or an acquiescence in the breach of this Agreement; or (iii) constitute a waiver of future enforcement of that provision or of any other provision hereunder by Provider.

(f) This Agreement contains the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements. This Agreement may only be modified or amended by a signed writing.

(g) Recipient hereby represents and warrants that it has the requisite authority to enter into and be bound by the terms hereof and the execution of this Agreement by the person below has been duly authorized.

(h) This Agreement may be executed and delivered by facsimile or by email of a scanned image of the original, each of which shall have the same legal effect as an original signature and all of which, when taken together, shall constitute the same Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Recipient and Provider have executed and delivered this Agreement as of the dates set forth below, the later of which shall be deemed to be the date of this Agreement.

Recipient:

By: _____
Name: _____
Title: _____
Date: _____

Address: _____

Contact: _____
Email: _____
Phone: _____

Provider:

MCB HP BALTIMORE LLC

By: _____
Name: _____
Title: _____
Date: _____

Address: 2002 Clipper Park Road
Suite 105
Baltimore, MD 21211
Contact: Ryan M. Bailey
Email: rbailey@mcbrealestate.com
Phone: 443-530-0020

SCHEDULE A
ASSETS

Name: Harborplace Mall & Surrounding Area
Address: 301 Light Street, Baltimore, Maryland 21202
201 E. Pratt Street, Baltimore, Maryland 21202
300 E. Pratt Street, Baltimore, Maryland 21202
1. E Pratt Street, Baltimore, Maryland 21202

**EXHIBIT B
INSURANCE REQUIREMENTS**

- Commercial General Liability Insurance: \$1,000,000 per occurrence and \$1,000,000 in aggregate
- Automobile Liability Insurance: \$1,000,000 per accident
- Employers Liability: \$100,000 per occurrence
- Professional Liability Insurance: \$4,000,000 per claim and \$4,000,000 in aggregate
- Umbrella/Excess Liability Insurance: \$1,000,000 per occurrence and \$1,000,000 in aggregate
- Workers Compensation at statutory limits