

# Request for Proposals (RFP)



## St. Michaels, Maryland Phase II Nature Trail Expansion Final Construction Drawings

### I. PROJECT SUMMARY & SCHEDULE

The Town of St. Michaels is seeking bids for engineering and design services from qualified professional firms to develop 100% construction plans for approximately 1.25 mile plus spur extensions of the St. Michaels Nature Trail. The trail is planned to be ten feet (10') wide. The trail will follow existing transportation right of ways owned by the Maryland State Highway Administration. Funding for the final design is through a grant from the Maryland Department of Transportation. The project budget is estimated to be \$60,000. The plan is to extend it northward from Bradley Park in St. Michaels and terminate at Perry Cabin Park ballfields on the north end of town.

St. Michaels has been promoting the expansion of the existing nature trail which currently terminates at Bradely Park and actively planning for this project and previously hired a consulting firm to conduct a feasibility study, set a preliminary alignment, and develop 30% construction designs for this project. That work is now complete. The next phase is to complete design of the main trail route and the two additional extensions (shown in orange and red lines on the attached map) and complete all construction plans of the phase II project to 100%, and obtain any final stormwater management plans and environmental permits.

The submittal deadline, review and award of a contract is anticipated to be as follows:

- Proposal Due Date at the Town Office            December 1, 2023 by 2:00 pm
- Opening of Proposals                                December 1, 2023 at 2:00 pm
- Selection Committee Evaluation                 Week of December 4th, 2023
- Interviews (if needed)                            Week of December 11th, 2023
- Contract Approval                                 January 10<sup>th</sup> or 24th, 2023
- Commencement of Contract                    February 1, 2023

## **II. PROJECT AREA SCOPE OF WORK**

1. Development from currently existing 30% construction plans to 100 % construction design plans.
2. Final stormwater management plans.
3. Construction plan agency permits and approvals.
4. Final design and construction bid package design to be used for bidding and construction of the trail.
5. Final graphic for public display and presentation before the Town Commissioners.

## **III. DELIVERABLES**

Working with the Town staff the successful contractor will be responsible for the following deliverables:

- A. Complete topographic mapping and engineering survey of the spur loop areas and environmental assessment of the additional spur loops shown as orange and red lines on attachment "A";
- B. Geotechnical soil borings for all trail extension areas to support permitting;
- C. Wetland crossing bridge structural designs;
- D. Complete the civil engineering draft 90% construction design drawings for review;
- E. Complete the construction specifications and stormwater plans designed using Maryland's ESD to the MEP method and erosion and sediment control plans;
- F. Complete permit applications and submit them with pertinent State agencies: Maryland Department of Transportation (MDOT), Maryland Department of the Environment (MDE), Talbot County Public Works and Planning & Zoning Departments and the Town of St. Michaels Planning & Zoning Department;
- G. Meet with Town staff and permitting agencies if needed;
- H. Public review and comment of 100% plans and edits as needed;
- I. Presentation of final report and project completion graphics to the Town Commissioners;
- J. 100% civil engineering design construction bid documents to enable final construction of the trail and spurs, stormwater retention area, any associated vegetative plantings and project signage;
- K. Project close out report and task verification;
- L. Final Design Graphics and Construction Drawings for the Project Area;

#### **IV. SCHEDULE**

The work shall be completed within approximately nine (9) months of authorization to begin work. The Town may, in its sole discretion, but with consultation with the contractor, revise the foregoing timeline. But the goal is to have the work program completed and presented to the Town within twelve (12) months of authorization to begin work.

The successful bidder will be required to comply with all standards and protocols of the grant as issued by the Maryland Department of Transportation.

#### **V. SUBMISSION OF SEALED PROPOSALS**

1. All responses to the requested information should be answered thoroughly and as succinct as possible. No firm may submit more than one proposal.
2. The following information in the order listed below and all other information identified in the Request for Proposals (RFP) shall be submitted in a sealed envelope by mail to the attention of Rob Straebel, Town Administrator, 300 Mill Street, PO Box 206, St. Michaels, MD, 21663, or may be hand-delivered to the attention of Rob Straebel at Edgar M. Bosley, Jr. Building (Town Office), 300 Mill Street, St. Michaels, MD 21663. Failure to provide any of the listed items may result in elimination from consideration. The Town reserves the right to reject any and all proposals. Questions regarding this RFP shall be directed to the Town Planner, Steve Ball at 410- 745-9535 or [sball@stmichaelsmd.gov](mailto:sball@stmichaelsmd.gov)

The submission shall include the following items:

- i. Letter of Interest and at a minimum, the letter of interest should include the following:
  - a. The name and address of the firm(s) and the state(s) in which incorporated and licensed.
  - b. The name, address, telephone number, and email address of the designated contact and the principal(s) authorized to conduct negotiations for the firm.
  - c. A brief description of the firm's interest in performing the required services and the firm's qualifications specific to the work requested.
  - d. The contractor chosen is encouraged to have relevant planning, engineering, and environmental permitting experience. Team approaches are acceptable with a lead consultant responsible for coordinating the work program. A List of all subcontractors and their experiences that are planned to be part of the overall proposal

shall be included.

- ii. Description of Qualifications and Experience – qualifications and experience must address the requirements of this RFP in accordance with the scope of services being requested and, at a minimum, include the following:
  - a. Overview of the firm, including size of the organization, types of services provided, and number of years these types of services have been provided.
  - b. A list of similar projects the firm is working on currently, or has completed, to include: the project location, description, and completion date.
  - c. The projected total costs, including reimbursables, associated with the services specified in the RFP.
  - d. The projected schedule for completing the services specified in the RFP.
  - e. Provide a resume, or other similar format, of the project manager, and other current key staff members who may be involved in this project and any specific qualifications which make your firm the best candidate to complete this project and the Scope of Work.
  - f. Provide three references that can attest to your ability to complete this type of project.
  - g. Applicable individual and corporate licensing, insurance minimum of \$1,000,000 in aggregate and the ability to name Town of St. Michaels as additionally insured.
  - h. Three (3) copies of the proposal shall be submitted along with a digital copy.

## VI. **SELECTION CRITERIA**

An evaluation committee will evaluate all proposals that meet the minimum qualifications listed in this RFP. The Town Administrator will act as the committee chair. Each committee member will complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth below. Completed evaluations shall be combined and tallied. The Town reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, the evaluation committee will provide the results of the scoring and ranking

to the Commissioners of St. Michaels along with a recommendation to award the contract to the highest ranked Proposer.

Upon receipt of the evaluation committee's scoring recommendation, the Commissioners of St. Michaels may: 1) begin negotiating a contract with the highest ranked Proposer; 2) send the proposals back to the evaluation committee for re-evaluation with specific instructions; 3) conduct its own evaluations of the proposals, which may include an interview of one or more of the Proposers; or 4) cancel the RFP.

The form of the contract is included with this RFP. The Town will negotiate only the price and the scope of work and deliverables. If the Town and the highest ranked Proposer are unable for any reason to negotiate those terms the Town shall, either orally or in writing, formally terminate negotiations with the selected candidate. The Town may then negotiate with the next highest ranked candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the Town terminates this RFP.

The Proposer is to provide adequate information that will render it qualified and capable of cost effectively accomplishing the objectives set forth herein. The Town's assigned evaluation team will grade and rank each proposal. The proposals must include information sufficient to demonstrate unambiguously the Proposer's ability. Proposals will be evaluated based on the following criteria.

<b>Evaluation Criteria</b>	<b>Weight</b>
Expertise and overall experience	15
Presented understanding of necessary tasks and services to be provided	25
Background and experience within the public sector	30
Cost	30

The Town may solicit background information based upon all information, including references, provided in response to this RFP. By submission of a proposal, Proposer agrees to such activity and releases the Town and anyone providing information to the Town from all claims arising from such activity. Proposers agree that persons or entities providing information to the Town regarding references are third party beneficiaries of this provision. All proposals submitted are the property of the Town of St. Michaels and are thus subject to disclosure pursuant to the public records law.

VII. **SUBMISSISON DATE**

Sealed Proposals are due on or before December 1, at 2:00 pm. The Proposal may be hand delivered or mailed as previously stated above. Any proposals received after that time will not be accepted.

**VIII. NOTICE TO PROCEED**

Once the winning bidder is chosen, Town of St. Michaels will notify the winning bidder and will detail the notice to proceed. Work is required to begin within 15 days from the date of contract execution. All work must be completed, and a final version of the Assessment document presented to Town Commissioners no later than 16 months after initial contract authorization, unless an extension is otherwise authorized by the Town Administrator.

**IX. SUPPLEMENTAL DOCUMENTS FOR REVIEW**

Documents available for review in electronic format on the Town's web site: [Stmichaelsmd.gov](http://Stmichaelsmd.gov).

1. Location and aerial map: Phase II of Nature Trail, St. Michaels, MD
2. Phase II 30% Development Plans (not including the additional spur loops which are a part of this RFP)
3. Aerial photos from Environmental Concern Inc. titled: St. Michaels Nature Trail – proposed expansion
4. Letter dated May 30, 2023 from Casey Rauch, Rauch Engineering to Steve Ball, Town Planner regarding completion of 30% design and associated work.
5. Stormwater Management Report from Rauch Engineering dated September 21, 2023
6. Construction cost estimate from Rauch Engineering for development of the Phase II Nature Trail
7. SWM Site Grading Detail Map – cross section geometry

## **Attachment 1: TOWN OF ST. MICHAELS: INSTRUCTIONS TO BIDDERS**

### **1. BIDS:**

Proposals will only be accepted by the Town if submitted in accordance with these instructions, the General Conditions and any other attached bid documents. Except for proposals for professional services, a bid security in the amount of Five Percent (5%) of the bid amount (If the RFP contemplates a multi-year Contract, 5% of the total first year bid) in the form of a bid bond shall accompany this bid.

### **2. QUALIFICATIONS OF BIDDERS:**

The Town may make such investigation as it deems necessary to determine the ability of the Bidder to furnish the services and the Bidder shall furnish to the Town all such information and data for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by the Bidder or an investigation of such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract.

### **3. RESERVATIONS:**

- a. The Town reserves the right to waive formalities or technicalities in bids as the interests of the Town may require.
- b. The Town may waive minor differences in specifications provided these differences do not violate the intent of the specification or materially affect the operation for which the item is being acquired.
- c. Bids which show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids or bids obviously unbalanced may be rejected.
- d. The Town reserves the right to award contracts on a lump sum or an individual item basis or such combination thereof as the interests of the Town may require. The manner in which the award will be made is indicated on the Bid Summary Sheet.
- e. The Town reserves the right to purchase additional like units at the same unit cost.

f. If in the Town's judgment, the Town's best interest will be served by doing so, the Town reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new proposals; to proceed to do the work otherwise; or to abandon the work.

**4. REQUIRED ATTACHMENTS TO BIDS:**

Each bid shall be accompanied by the following documents: Bid Schedule & Bid Form [NOT APPLICABLE TO PROFESSIONAL SERVICES CONTRACTS], Equal Opportunity Employer & Drug Free Workplace Certification, Affidavit of Public Contracting Eligibility, and any other forms included in this RFP package.



ATTACHMENT 2: AGREEMENT (*Sample Contract – After Award of Bid*)

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Commissioners of St. Michaels (“the Town”), a Maryland municipal corporation, and \_\_\_\_\_. (“the Consultant”), a \_\_\_\_\_ corporation.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the Town and the Consultant hereby agree as follows:

**1. Services Provided:**

A. The Consultant shall provide the following services for the Town: Information Technology (IT) Services. The Services shall be provided as detailed in the following enumerated documents, which in addition to this Agreement form the contract, and they are incorporated herein to the same extent as if attached thereto.

- 1) Request for Proposals, dated \_\_\_\_\_, 2023
- 2) Consultant’s Proposal, dated \_\_\_\_\_, 2023
- 3) Instructions to Bidders
- 4) General Conditions
- 5) Equal Opportunity Employer & Drug Free Workplace Certification
- 6) Affidavit of Public Contracting Eligibility
- 7) Notice of Award
- 8) Insurance Certificate
- 9) Notice to Proceed (when issued)

B. The Consultant agrees to begin work within ten (10) days of the Notice to Proceed and to continue providing Services in a timely manner until this Agreement is terminated.

C. The Consultant agrees to conform strictly to and be bound by standards, criteria, budgetary considerations, and memoranda of policy furnished to it by the Town and further agrees to design the work in strict compliance with industry standards and all applicable laws, codes, and industry standards.

**2. Fees:** The Town hereby agrees to pay the Consultant as full consideration \_\_\_\_\_ Dollars (\$\_\_\_\_\_) payable monthly, within thirty (30) days of the Town’s receipt of an invoice for Services satisfactorily rendered. The Consultant shall bill in increments no greater than 1/10<sup>th</sup> hour.

**3. Binding Effect of Agreement:** This Agreement shall be binding upon all parties hereto and their respective officials, employees, successors, and assigns.

**4. Political Contributions:** If this contract involves cumulative consideration of at least \$200,000, the Consultant shall file with the State Board of Elections a statement under oath containing: (i) the name of each candidate, if any, to whom one or more applicable contributions in a cumulative amount of \$500 or more were made during the reporting period; (ii) the office sought by each candidate; (iii) the amount of aggregate contributions made to each candidate; (iv) the name of each unit of a governmental entity with which the person did public business during the reporting period; (v) the nature and amount of public business done with the Town; and (vi) if the contract or the contribution is attributed to another person who is filing the statement, the name of the contracting entity or the person who made the contribution and the relationship of that person to the person filing the statement. The Consultant's initial statement shall be filed at that time of the inception of the contract, and shall cover the preceding 24 months, and the Consultant shall thereafter file a semi-annual statement, for the six months ending on January 31 or July 31 of every year, for each reporting period during which performance remains uncompleted on the contract, and shall be filed within 5 days after the end of the applicable reporting period.

**5. Notices:** All notices or other communications required hereunder shall be in writing and delivered by email and either (a) by hand or (b) by mail, postage prepaid, addressed as follows:

To the Town:                    Robert Straebel, Town Administrator  
   300 Mill Street  
   P.O. Box 206  
   St. Michaels, Maryland 21663  
   rstraebel@stmichaelsmd.gov

With a copy to: Elissa D. Levan, Esquire  
   Town Attorney  
   Levan Ruff LLC  
   2007 Tidewater Colony Drive  
   Annapolis, Maryland 21401  
   elevan@levanruff.com

To the Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Other Payments, Taxes, Expenses:** Except as may be specifically agreed upon by the parties in writing, the Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees.

The fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The Consultant is an independent contractor of the Town and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes, or expenses. If the Consultant is deemed not to be an independent contractor by any government agency, the Consultant agrees to indemnify and hold harmless the Town for all fees, costs, and expenses, including but not limited to, attorneys' fees, incurred thereby.

**7. Insurance:** The Consultant covenants to maintain the insurance coverages set forth herein. The Consultant further agrees to provide evidence of such insurance within ten (10) days from notice of award. The Certificates of Insurance shall provide that the Town shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage. The Consultant must provide Certificates of Insurance to the City before commencing any work pursuant to this Agreement. All insurance must name the Town as an additional insured.

Provision of any insurance required herein does not relieve the Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or for which the Consultant may be liable by law or otherwise.

A. **Workers' Compensation Insurance:** The Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of workers' compensation insurance. If the Consultant is an entity eligible to elect an exemption for officers or other employees under any provisions of the Maryland Workers Compensation Act, Md. Code Ann., Lab. & Emp. Art., § 9-101 et seq., the Consultant is required to submit a copy of the relevant Workers' Compensation Commission form with proof of filing.

B. **Comprehensive General Liability Insurance:** The Consultant shall provide general liability insurance in the amount set forth herein. Coverage shall be issued on an occurrences basis.

(1) Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and

\$1,000,000.00 aggregate, where insurance aggregates apply;

(2) Property damage liability insurance with limits of \$250,000.00 for each occurrence and \$500,000.00 aggregate, where aggregates apply.

C. Automobile Liability Insurance. Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

(1) Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;

(2) Property damage liability with a limit of \$100,000.00 each accident.

D. Professional liability insurance (errors and omission insurance) shall be required in the amount of One Million Dollars (\$1,000,000.00).

**8. Doing Business in Maryland:** The Consultant warrants and represents that it has paid all taxes, fees and charges owed by it to any governmental entity. In addition, it warrants and represents that any entity with which it is affiliated or has been affiliated has paid all taxes, fees and charges owed by it to any governmental agency accrued during any period during which the Consultant was affiliated with the entity. The Consultant warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

**9. Compliance with Laws:** The Consultant shall, without any additional expense to the Town, be responsible for complying with all applicable laws, codes, and regulations in connection with the services provided by the Consultant, including but not limited to obtaining any licenses required by the Consultant to perform the Services.

**10. Indemnification:** The Consultant shall defend and indemnify the Town and save the Town harmless from any and all suits, claims, actions, damages or costs of every name and description, including reasonable attorneys' fees to which the Town may be subject, including but not limited to any suit, claim or action alleging injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of Consultant's professional services, or caused or alleged to be caused by the negligence or willful acts of misconduct of the Consultant, or its employees, subcontractors, or agents. The Town shall retain monies owed the Consultant until such claims for damages shall have been resolved or until the Consultant furnishes to the City a bond in the amount of the dispute in a form satisfactory to the Town.

**11. Not Assignable:** The Consultant shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the Town and no contract shall be made by the Consultant with any other party for furnishing any of the services herein contracted for without the prior approval of the Town.

**12. Relief:** In the event of a breach or a threatened breach by the Consultant of any provision of the Agreement, the Consultant recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the Town, and further recognizes that in such event monetary damages will be inadequate to fully protect the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, the Consultant consents to the Town's entitlement to such ex parte, preliminary, interlocutory, temporary, or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Consultant from further breaching any of his obligations set forth herein. The Consultant expressly waives any requirement based on any statute, rule of procedure, or other source, that the Town post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from the Consultant.

**13. Town's Right to Terminate:**

A. This Agreement may be terminated by the Town for the convenience of the Town by written notice to the Consultant specifying the termination date of the Agreement.

B. In the event of termination that is not the fault of the Consultant, the Town shall pay to the Consultant the compensation properly due on work performed for Services properly performed prior to the effective date of the termination.

C. If the Consultant through any cause fails to perform any of the terms, covenants, or provisions of this Contract on its part to be performed, or if it for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of the Consultant impairs or prejudices the interest of the Town, or if the Consultant violates any of the terms, covenants, or provisions of this Contract, the Town shall have the right to terminate this Contract by giving seven (7) days' notice in writing of the termination and date of such termination to the Consultant. The Town shall have the sole discretion to permit the Consultant to remedy the cause of the contemplated termination without waiving the Town's right to terminate the Contract. All drawings, specifications, and other documents relating to the design or supervision of work shall be surrendered forthwith by The Consultant to the Town. The Town may take over work to be done under this Agreement and prosecute the work to completion by

Contract or otherwise, and the Consultant shall be liable to the Town for all reasonable costs greater than amounts the Town would have paid the Consultant had there been no termination.

D. The Services may be terminated whenever adequate funds have not been appropriated by the Town Council in the annual budget for the purpose set forth herein. The Consultant is advised that the Town does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). The Consultant shall not perform services in any fiscal year following the current fiscal year without verification from the Town Administrator that adequate funds have been appropriated for that purpose in the budget for the relevant fiscal year. Upon such termination, the Town shall be liable to the Consultant only for payment for services provided prior to the effective date of the termination.

**14. Waiver:** The waiver by the Town of a breach, default, delay, or omission by the Consultant with respect to any of the provisions of this Agreement shall not be construed as a waiver of any subsequent breach of the same or other provisions.

**15. Entire Understanding:** This Agreement contains the entire understanding between the parties, and supersedes any prior proposals or agreements, and any additions or modifications hereto may only be made in writing, executed by both parties.

**16. Governing Law:**

A. This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach or anticipated breach hereof shall be brought exclusively in the courts of the State of Maryland for Talbot County and the parties expressly acknowledge that venue is proper therein and consent to the jurisdiction thereof and waive any right that they may otherwise have to bring such action in or transfer or remove such suit to the courts of any other jurisdiction.

B. The parties irrevocably waive their rights, if any, to a trial by jury in any action, proceeding or counterclaim (whether based upon contract, tort or otherwise) arising out or relating to this Agreement or the actions of the parties in the negotiations, administration, performance, or enforcement thereof.

**17. Conflict of Interest:** The person executing this Agreement on behalf of the Consultant certifies that he or she understands the provisions of the St. Michaels Town Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

**18. Set-Off:** In the event that the Consultant shall owe an obligation of any type to the Town at any time during the term hereof, or after the termination of the relationship created hereunder, the Town shall have

the right to offset any amount so owed the Consultant against any compensation due to the Consultant for the provision of the Services.

**19. Severability:** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

**20. Record Retention, Audits, and Inspections:** The Consultant shall:

A. Retain all financial and project-related records for a period of three (3) years from the date of issuance of final payment hereunder.

B. Permit the Town to have access to all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the Town.

**21. Ownership of Documents:**

A. The Town shall have unlimited rights in the ownership of all work product, designs, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other the Town's projects without additional cost to the Town, and with respect thereto the Consultant grants to the Town an exclusive royalty-free license to all data and to all designs furnished to the Town in connection with this Agreement as to which it may assert any rights or establish any claim under the patent or copyright laws.

B. In the case of future re-use of the documents, the City reserves the right to negotiate with the Consultant for the acceptance of any professional liability. In the event the City does not exercise the option to negotiate with the Consultant for the Consultant's acceptance of any professional liability, it is understood that the Consultant's name and seal shall be removed from the documents and the Consultant shall no longer be liable to the City or third parties in the reuse of those documents, and the City agrees to indemnify the Consultant.

**IN WITNESS WHEREOF**, on the date hereinabove set forth, the parties hereto have executed this Agreement.

WITNESS:

THE COMMISSIONERS OF ST. MICHAELS

\_\_\_\_\_  
Vicki Sharp, Town Clerk

By: \_\_\_\_\_  
Robert Straebel, Town Administrator

WITNESS:

CONSULTANT: [INSERT NAME].

\_\_\_\_\_

By: \_\_\_\_\_  
[INSERT NAME AND TITLE]

Federal Identification No.

\_\_\_\_\_

Approved as to Form and Legal Sufficiency:

Date: \_\_\_\_\_

\_\_\_\_\_  
Elissa D. Levan, Town Attorney