



Title of RFP: Crisfield Waterfront Depot Development for conceptual design for new construction

Request for Proposals

Issued: June 6, 2024

Deadline: July 11, 2024

Designated Contacts:

Primary Contact: Jennifer Merritt at jmerritt@crisfieldcityhall.com

Secondary Contact: Councilman Eric Banks ebanks@crisfieldcityhall.com

Six (6) copies of sealed proposals shall be received by the City by 4:00 PM on July 11, 2024 and delivered to the City of Crisfield, Attn: Jennifer Merritt, Grant Administrator, 319 West Main Street, Crisfield, Maryland 21817.

The Proposals shall be in a sealed envelope identified with the proposer's business name and contact information. Sealed envelope shall reference "Request for Proposals – . (Crisfield Waterfront Depot Development for conceptual design for construction)

<https://www.cityofcrisfield-md.gov/rfp-s-bids>

**City of Crisfield
319 W Main St
Crisfield MD 21817**

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Request for Proposals

The City of Crisfield (hereinafter referred to as the “City”) is requesting proposals from qualified professional architectural engineer design service contractors to provide conceptual design of an outdoor multipurpose venue area at the Crisfield Waterfront Depot.

Six (6) copies of sealed proposals shall be received by the City by 4:00 PM on July 11, 2024 and delivered to the City of Crisfield, Attn: Jennifer Merritt, Grant Administrator, 319 West Main Street, Crisfield, Maryland 21817.

The Proposals shall be in a sealed envelope identified with the proposer’s business name and contact information. Sealed envelope shall reference “Request for Proposals – (Crisfield Waterfront Depot Development Conceptual Design.”

Proposals will not be publicly opened.

All inquiries shall be directed in written/email request to Jennifer Merritt, City of Crisfield Grants Administrator at City of Crisfield, 319 West Main Street, Crisfield, Maryland 21817 or jmerritt@crisfieldcityhall.com.

A Pre-Proposal Meeting will be held on June 27 at 9 am at the Crisfield City Dock, 1300 W Main Street to discuss the project and provide a site walkthrough. Attendance of the pre-proposal meeting is not mandatory but highly recommended. Any interested proposer that does not attend the pre-proposal meeting must send a letter of intent to bid with proposer’s business name and contact information. The location for this meeting will be held at the Corbin Library 4 East Main St. Contractors can send a letter of intent to bid with proposer business name and contact information.

City of Crisfield Background:

Crisfield, Maryland, a historic community with deep ties to the seafood industry and is dedicated to revitalizing our community. Crisfield is known as the “Crab Capital of the World”.

The City of Crisfield is grateful to Senator Mary Beth Carroza for sponsoring a bond bill towards planning for future improvements for the Crisfield City Dock. These funds will be used towards planning that will create an even more inviting space for residents and the community, as well as preparing the dock to host large events. The design process will include opportunities for community input. The final design will be selected by the Mayor and Council and informed by the community comment.

Scope of Work-

The City is soliciting proposals from qualified professional architectural engineer design service contractors (herein referenced as proposer or consultant) to provide conceptual design for construction of an entertainment venue at the Crisfield City Dock for the following:

Conceptual Design Services shall include:

- Includes three (3) work sessions with the project committee.
- Includes three (3) conceptual architectural design plan to develop site improvement and of equipping an outdoor multipurpose venue area.
- Includes two (2) edits of the first draft design at the City's request.
- Includes three (3) computer rendered 3D views.
- Illustrations to be submitted to the City as digital files. Also provide a printed versions of the design.
- The services request for a public presentation of the completed designs.

Project Administration Kick-off Meeting

Upon receipt of a written Notice to Proceed/Purchase Order from the City, consultant shall conduct a kick-off meeting with the City to review the scope of the project, develop a project schedule, and confirm deliverables. The project schedule shall include each task and subtasks, milestones, major milestones/critical path designation and a schedule for progress meetings. Consultant shall prepare monthly progress reports to the City identifying updates as the project moves forward.

Permit Liability Notification

All contractors submitting proposals must ensure full compliance with all local, state and federal regulations regarding permit acquisition. Failure to comply with these requirements may result in disqualification from consideration for the project.

Plans, Specifications and Estimates

Contractors should provide transparent breakdowns of cost and demonstrate a clear understanding of the scope of work.

The City of Crisfield, Maryland, reserves the right to request revisions or clarifications to the plan, specifications, and estimates submitted by contractors. Failure to provide comprehensive and accurate documentation may result in disqualification from consideration for this project.

Compliance and Accountability

Contractors submitting proposals for (Crisfield Waterfront Depot Development conceptual design for construction, must adhere to strict compliance standards and demonstrate accountability throughout the project, including regulatory compliance, through documentation, prioritization of safety measures, environmental considerations, and upholding high quality standards. Non-compliance may result in disqualification and legal consequences, requiring contractors to demonstrate a commitment to compliance, accountability and a successful track record.

PROPOSAL FORMAT

Proposal should be typed and should contain no more than 25 typed pages using a 12-point font size, including cover letter. Six (6) copies of the proposal shall be submitted, and each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this project may be rejected. The following proposal sections are to be included in the proposer’s response.

Cover Letter

A cover letter, not to exceed three pages in length and included within the 25 total pages, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 90 days. Indicate the address and telephone number of the Consultant’s office from which the project will be managed.

Background and Project Summary

The Background and Project Summary section should describe the proposer’s understanding of the City, the work to be done, and the objectives to be accomplished. Refer to the scope of work of this RFP.

Methodology

Provide a detailed description of the approach and methodology to be used to accomplish the scope of work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP (ii) and any other project management or implementation strategies

or techniques that the respondent intends to employ in carrying out the work.

2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Project schedule, summarizing tasks and deliverables to be performed, durations for each task, and overall time of completion.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services.

Staffing

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual. Upon award and during the contract period, if the Consultant chooses to assign different personnel to the project, the Consultant must submit their names and qualifications including information listed above to the City for approval before they begin work.

Qualifications

The information requested in this section should describe the qualifications of the firm, key staff, and any subcontractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
2. A summary of your firm's demonstrated capability, including length of time that your firm has provided the services requested in this RFP.
3. Provide at least three references that received similar services from your firm. The City reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - a. Client Name

- b. Project Description
- c. Project start and end dates
- d. Client project manager name, telephone number, and e-mail address.

4. All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors. For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .

Fee Proposal

All Proposers are required to provide detailed budgets inclusive of steps identified in the Scope of Work. Fees should be clearly defined and shall be valid for a minimum of 90 days following submission. Hourly fees shall be included should additional services be identified, required, and approved by the City.

Disclosure

Consultant shall disclose all past or current business and personal relationship(s) with any current City elected official, appointed official, City employee, or family member of any current City elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration.

CONDITIONS FOR PROPOSAL ACCEPTANCE

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City. If any proprietary information is contained in the proposal, it should be clearly identified.

Evaluation Criteria

The City's evaluation and selection process will be conducted based on the below criteria. It is the City's intent to award the project to the lowest, responsive, responsible bidder based on evaluation of proposals received.

1. Qualifications of Entity and Key Personnel - 15%
2. Approach to Providing the Requested Scope of Services - 15%
3. Price Proposal - 60%
4. Innovative and/or creative approaches to providing the services that provide

additional efficiencies or increased performance capabilities - 10%

CONFIDENTIALITY

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

CONDITIONS TO AGREEMENT

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The City of Crisfield's Standard Terms and Condition is provided as Appendix C to this RFP and shall be part of the contract.

The terms of the agreement, including insurance requirements, have been mandated by

the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. The City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

AMENDMENTS

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, applicable responses to questions received, and additional information will be provided to those in attendance at the pre-proposal meeting and whom has submitted a notice of intent to bid.

COST FOR PREPARING PROPOSAL

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

INSURANCE REQUIREMENTS

City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of the contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.

Sealed proposals shall be received by the City by 4:00 PM on July 11, 2024, and delivered to the City of Crisfield, Attn: Jennifer Merritt, 319 West Main Street, Crisfield, Maryland 21817. The City will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.

The Proposals shall be in a sealed envelope identified with the proposer's business name and contact information. Sealed envelope shall reference "Crisfield Waterfront Depot Development for conceptual design for new construction.

All inquiries shall be directed in written/email request to Jennifer Merritt, City of Crisfield Grant Administrator City of Crisfield, 319 West Main Street, Crisfield, Maryland 21817 or jmerritt@crisfieldcityhall.com. The last date to submit questions for clarification will be July 3, 2024 by 3 pm.

A Pre-Proposal Meeting will be held on June 27 at 9 am at the City Dock, 1300 W Main Street to discuss the project and provide a site walkthrough. Attendance of the pre-proposal meeting is not mandatory but highly recommended. Any interested proposer that does not attend the pre-proposal meeting must send a letter of intent to bid with proposer's business name and contact information.

APPENDIX A

DISQUALIFICATION QUESTIONNAIRE

The Proposer shall complete the following questionnaire:

Has the Proposer, any officer of the Proposers, or any employee of the Proposer who has proprietary interest in the Firm, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes No

If the answer is yes, explain the circumstances in the following space.

APPENDIX B SAMPLE AGREEMENT

CONTRACT FOR PROFESSIONAL SERVICES FOR THE CITY OF CRISFIELD

This AGREEMENT is entered into this _____ day of _____, 20____, by and between the CITY OF CRISFIELD, a general law city a municipal corporation ("CITY") and _____, ("CONSULTANT").

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, the City desires to contract out for consulting services for certain projects relating to preparation of documents in connection with a design project.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. CONSIDERATION AND CONTENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a total of \$ _____, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 60 days after it is received.

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2. SCOPE OF SERVICES.

A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is _____ CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on _____ 20 unless earlier termination occurs under Section 1 1 of this Agreement or extended in writing in advance by both parties. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with

CONSULTANT^s performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Maryland and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained

by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services, CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS.

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective

of

employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as

the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of Maryland, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations. "

2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance

maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.

6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.

C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein, Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement, Such approval must include approval of the proposed consultant and the terms of compensation.

19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the of

CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

20. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

21. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund, In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

22. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of CRISFIELD</u> <u>319 West Main Street</u> <u>CRISFIELD MD 21817</u> ATTN: J. Merritt, Grant Administrator	_____ _____ _____ <u>ATTN:</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party, There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of Maryland.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the

prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated untrustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF CRISFIELD

CONSULTANT

By:

DARLEN TAYLOR, MAYOR

NAME:

TITLE:

By:

NAME:

TITLE:

ATTEST:

Appendix C

City of Crisfield Standard Terms and Conditions

**APPENDIX C
City of Crisfield Maryland
Standard Terms and Conditions**

The provisions below are applicable to all City of Crisfield ("City") contracts. These provisions are not a complete agreement. The provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions.

This document and other contract documents are intended to be complementary. If the terms and conditions and the other contract documents conflict, then these Standard Terms and Conditions will prevail.

The term "Contract" includes documents entitled "agreement" or other title denoting a contract and these Standard

Terms and Conditions. "Contractor" refers to the party or parties with which the City has contracted. The City of Crisfield Mayor, upon passage by the City Council, is the person authorized to enter contracts for City of Crisfield.

Amendment. This Contract is the entire agreement between the parties. All other prior communications related to this Contract are superseded by this Contract. No amendment to this Contract is binding unless in writing and signed by the parties.

Bankruptcy. Upon the filing of a bankruptcy proceeding by or against the Contractor or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors:

- A. The Contractor must notify the City immediately; and
- B. The City may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.

Compliance with Law. The Contractor warrants that:

- A. The executed Contract will be a valid obligation enforceable in accordance with its terms;
- B. Contractor will perform in a workmanlike manner and in accordance with applicable professional standards;
- C. Contractor is qualified to do business in the State of Maryland and that it will remain qualified;
- D. Contractor is not behind in the payment of any obligations due to the City and that it will not become behind during the term of this Contract;
- E. Contractor will comply with all applicable federal, State, local laws, regulations, and ordinances; and
- F. Contractor will obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under this Contract.

Contingent Fee Prohibition. The Contractor warrants that it has not directed anyone, other than its employee or agent, to solicit this Contract and that it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of this Contract.

Counterparts and Signature. This Contract may be executed in several counterparts, each of which may be an original and all of which will constitute the same instrument. Unless otherwise specified by the City,

this Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of this Contract will have the same effect as an original signed copy.

Force Majeure. The performance of this agreement by either party is subject to acts of God, government authority, disaster, epidemic or other emergencies, fire, or riot, any of which make it illegal or impossible to provide the goods, facilities and/or services to be provided by a party under this contract. If one or more of such circumstances occur, then performance under this agreement may be delayed or terminated for any one or more of such reasons by written notice from one party to the other, in which case, neither party shall have any liability to the other, including any direct, consequential, compensatory, special, incidental, liquidated or other damages of any nature whatsoever, by reason of such delay or termination.

Governing Law. This Contract is governed by the laws of the State of Maryland and City of Crisfield.

Indemnification. The Contractor will indemnify the City, its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments (including Attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death, or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation applies to any acts, omissions, or negligent conduct, including acts or omissions of Contractor's agents or employees, except that it is not applicable to injury, death, or damage to the property arising from the sole negligence of City of Crisfield, its officers, agents, or employees.

Independent Contractor.

A. Contractor is an "Independent Contractor". Although the City may determine the delivery schedule for the work and evaluate the quality of the work, the City will not control the means or manner of the Contractor's performance. The Contractor will comply promptly with City requests relating to the emphasis to be placed on aspects of the work, but Contractor is responsible for determining the appropriate means and manner of performing the work.

B. Contractor warrants that Contractor is not an employee of the City, is not currently employed by the Federal Government, and is not an officer, employee, or agent of the City.

C. Contractor is responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation paid to Contractor.

D. Contractor agrees to immediately provide the City notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without the City's written consent, any obligation of the City to indemnify Contractor for any actions under this Contract.

Insurance Requirements.

A. Contractor must obtain and keep in effect Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name City, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the City prior to the time this Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage, or such greater amount as agreed upon by the parties. Coverage must be written on an occurrence form.

B. Contractor must obtain and keep in effect, automobile insurance on all vehicles used in this Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the Contract. All insurance must name City, its employees, and agents as "ADDITIONAL INSURED".

C. Contractor must provide the City with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of this Contract.

D. All insurance policies must have a minimum 30 days' notice of cancellation. The City must be notified immediately upon cancellation or restriction by the insurance company of any insurance policy referred to in this section.

E. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

Nondiscrimination. Contractor may not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, perceived disability or other characteristic protected by law. Contractor agrees that this provision will be incorporated in all subcontracts related to this Contract.

Ownership of Documents and Materials; Intellectual Property.

A. The Contractor agrees that all documents, including reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, or computations prepared for this Contract will be available to the City upon request and become the exclusive property of the City upon termination or completion of the services. The City has the right to use the documents without restriction or without additional compensation to the Contractor. The City will be the owner of the documents for the purposes of copyright, patent, or trademark registration.

B. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the City of ownership or use of the intellectual property.

C. The Contractor indemnifies the City from all claims of infringement related to the use of any patented design, *device*, materials, or process, or any trademark or copyright, and must indemnify the City, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by this Contract.

Payments. Payments to the Contractor pursuant to this Contract will be within 30 days of the City's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will be charged at a rate of 6% per year.

Records. Contractor must maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. Contractor must maintain any other records pertinent to this Contract in a manner that clearly documents Contractor's performance. Contractor agrees that the City and its agents can access or copy all records of the Contractor that are relevant to this Contract. All relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of this Contract, or until the conclusion of any audit, controversy, or litigation related to this Contract, whichever is later. All subcontractors must comply with these provisions.

Remedies.

A. **Corrections of errors, defect and omissions.** Contractor agrees to perform work necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the City. The City's acceptance of the work will not relieve the Contractor of the responsibility of subsequent corrections of errors.

B. **Set Off.** The City may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the City, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any damages, penalties, fines, expenses or costs caused by a failure to satisfactorily perform the services.

C. **Cumulative.** These rights and remedies of City are cumulative and without waiver of any other rights or remedies.

Responsibility of Contractor.

A. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services.

B. Notwithstanding any review, approval, acceptance, or payment for the services by the City, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under this Contract.

C. If the Contractor fails to perform the services in conformance with the standard set forth in subparagraph A above, then it must, if required by the City, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the City.

Severability/Waiver. If a court finds any term of this Contract to be invalid, the validity of the remaining terms will not be affected. The remaining terms will be construed as if the Contract did not contain the invalid term. The failure of either party to enforce any term of this Contract is not a waiver by that party.

Subcontracting or Assignment. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the City. The City has the right to withhold consent for any reason the City deems appropriate.

Substance Abuse and Drug Testing. Contractors and its employees are subject to the City's policy on substance abuse and drug testing for the use, possession, or sale of drugs or alcohol while performing City business or while in a City facility. Violation or refusal to cooperate may result in a ban from City facilities or from participating in City operations.

Survival. The terms, conditions, representations, and all warranties contained in this Contract survive the termination or expiration of this Contract.

Termination. If the Contractor violates any provision of the Contract, the City may terminate the Contract by written notice to the Contractor. The notice will specify the cause for termination. All finished or unfinished work provided by the Contractor will, at the City's option, become the City's property. The City will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the City can affirmatively collect damages.

Termination of Contract for Convenience. Upon written notice, the City may terminate the Contract, in whole or in part, when the City determines termination is in the City's best interest. Termination for convenience is effective on the date specified in the City's written notice. The City will only be responsible and pay for reasonable costs allocable to the Contract for work or costs incurred by the

Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Termination of Multi-Year Contract. If funds are not available for any fiscal period of this Contract after the first fiscal period, then this Contract will be terminated automatically as of the beginning of the unfunded fiscal period. The City will only be responsible and pay for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. The City will notify the Contractor if it has knowledge that funds are not available for the continuation of this Contract for a fiscal period beyond the first period.

Third Party Beneficiaries. The City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the terms of this Contract.

Time is of the essence. Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

Use of City Facilities. Contractor and its employees or agents have the right to use only those facilities of the City that are necessary to perform the services under this Contract. City has no responsibility for the loss, theft, disappearance of or damage to equipment, tools, materials, supplies, or other personal property of Contractor or its employees, subcontractors, or agents which may be stored on City premises.

Whole Contract. This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.