

REQUEST FOR PROPOSALS

For

Payroll Processing, Tax Withholding, Reporting and Filing, Benefits and Deductions
Administration, Human Resource, Compliance and Related Services

For the

Town of University Park, Maryland

Bid Schedule

RFP Issue Date: Thursday October 2, 2025

Proposal Due Date: Tuesday November 4, 2025

ADVERTISEMENT AND BID REQUIREMENTS

The Town of University Park, located in Prince George's County, Maryland ("the Town") requests sealed bid proposals from payroll processing vendors as specified in this Request for Proposal ("RFP") and in the exhibits and all other contract documents (together the "Contract Documents") for provide payroll processing, federal and state Tax Withholding, Reporting and Filing, Benefits and Deductions Administration, Human Resource, Compliance and Related Services ("Services").

Copies of the Request for Proposal ("RFP") package, including a scope of work, submission requirements and affidavits and draft contract, may be downloaded from the Town's website at www.upmd.org. Requests for additional information should be directed to Debi Sandlin, Town Administrator, Monday-Friday 9:00am – 5:00pm, dsandlin@upmd.org, 301.927.4262.

Bidders shall submit **one (1) complete electronic set** of the bid proposal forms with the subject line **"Payroll Processing"** by email to **Debi Sandlin, Town Administrator, at dsandlin@upmd.org**. All bids must be received no later than **Tuesday, November 4, 2025, at 2:00 p.m.** The call-in number and access code for the bid opening will be posted to the Town's website at least five (5) days before the bid opening. Bids will be publicly opened and read aloud via conference call at **2:30 p.m.** Bids received after the deadline will not be considered. The Mayor and Common Council of the Town of University Park will make the contract award at a regular meeting.

All questions about the meanings or intent, discrepancies or omissions of the RFP must be submitted by email on or before October 22, 2025, to Debi Sandlin, Town Administrator, at dsandlin@upmd.org. Responses will be provided by email to known bidders, and on the Town's website, by October 29, 2025.

The Town of University Park is an Equal Opportunity Employer. Discrimination based on age, race, color, creed, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, or physical characteristic or other unlawful basis of discrimination is expressly prohibited.

The Town reserves the right to reject any and all proposals in the best interest of the Town.

The contact person for this solicitation is Debi Sandlin, Town Administrator, telephone 301.927.4262, email dsandlin@upmd.org

1. SCOPE OF SERVICES OVERVIEW

The Town of University Park is a small, well-established municipal government with an annual operating budget that supports a staff of up to 29 employees. At present, the Town employs 27 individuals across various departments. We are currently seeking the services of a qualified payroll processing company to assist the Town Treasurer in administering biweekly payroll. In addition to payroll processing, we are interested in limited human resource support services, including employee onboarding documentation, benefits coordination, compliance assistance, performance evaluation, updating job descriptions, and other employee matters. Our goal is to ensure accuracy, timeliness, and continued compliance with all relevant local, state, and federal regulations.

2. INTERPRETATIONS/QUESTIONS

All questions about the meanings or intent, discrepancies or omissions of this Request for Proposal Document (“RFP”), and related attachments shall be submitted in writing to Debi Sandlin, Town Administrator, by October 22, 2025. The Town Administrator will issue an addendum to the RFP with the questions and answers on or before October 29, 2025. Any addenda will be posted to the Town’s website. It shall be the responsibility of the Bidder to ascertain whether any addenda have been issued by checking the Town’s website. Bidder must acknowledge the receipt (or “None” if applicable) of any addenda on their Bid Proposal Form. No questions will be accepted after the October 22, 2025, deadline. Upon award of the bid, all questions concerning progress of the work shall be directed to the Town Treasurer, Carinna Bucknor, cbucknor@upmd.org.

3. SCOPE OF SERVICES

Following is the scope of Services to be provided under the contract:

Payroll Processing

- Process bi-weekly payroll for all town employees, including full-time, part-time, seasonal and temporary staff.
- Calculate and process regular wages, overtime, shift differentials, and other pay types.
- Process payroll adjustments, retroactive pay, bonuses, and stipends.
- Manage direct deposits for all employees.

Tax Withholding, Reporting & Filing

- Calculate, withhold, and remit federal, state, and local payroll taxes.
- Ensure compliance with federal, state and local tax regulations.
- Prepare and file all payroll-related tax returns, including but not limited to:
 - Federal 941 and 940
 - State withholding and unemployment reports
 - W-2 forms for employees
 - 1099s for contractors

Benefits and Deductions Administration

- Administer payroll deductions for:
 - Health, dental, vision insurance premiums
 - Retirement contributions, e.g., Maryland State Retirement, 401K, etc.
 - Wage garnishments
 - Other voluntary or mandated deductions

Compliance and Recordkeeping

- Maintain compliance with all federal, state and local laws.
- Ensure data privacy and security per applicable data protection laws, e.g., HIPAA.

- Retain and manage payroll records in accordance with legal requirements.
- Provide reports to auditors, as requested.

Reporting and Analytics

- Generate custom and standard payroll reports including:
 - Gross-to-net reports
 - Department labor summaries
 - Leave balances (vacation, sick, comp time, etc.)
 - Retirement and benefit contribution reports

Employee Self-Service Portal

- Provide a secure easy to navigate online portal for employees to:
 - View and download pay stubs
 - Access W-2s and tax documents
 - Manage direct deposit information
 - View benefits and deduction summaries
 - Access leave balances

Customer Support

- Offer dedicated account management and support.
- Provide timely response to inquiries from town staff and employees.
- Ensure availability of support during year-end processing and filing deadlines.

System Integration

- Interface with existing Town accounting and HR software (e.g. QuickBooks).
- Provide regular data exports/imports as required for finance, HR, and auditing purposes.

Human Resource Services

- New Hire Onboarding:
 - Assisting with new hire onboarding.
 - Improve productivity by streamlining the Towns, benefits and payroll platforms.
 - Support the hiring process including background checks and reference verifications.
 - Manage new hire onboarding: forms processing (I-9, W-4), benefits enrollment, and employee orientation documentation.
 - Assist with updating job descriptions.

Performance Management

- Performance appraisal tools
- Goal setting & tracking recommendations

Compensation

- Provide a compensation module for payroll increases, such as general increases, COLA, and other special payroll increases approved by the Town.

Employee Records Management

- Maintain digital compensation files in compliance with legal requirements.
- Track and update job clarifications, compensations, certifications, and other changes for individual employees.
- Maintain confidentiality and data standards.

Benefits Administration

- In coordination with the Town Treasurer, coordinate open enrollment periods and benefit plan communications.
- Handle benefit enrollments, changes, and terminations.

Time, Attendance, & Leave Tracking

- Manage employee time tracking systems.
- Monitor and track accruals and usage of paid time off (vacation, sick, comp time, etc.).
- Support statutory leave tracking compliance, i.e., military leave, etc.

Employee Relations Support

- Provide guidance on employee relation matters in alignment with the Personnel Policy Manual, including grievance resolution, disciplinary actions, and policy interpretation, ensuring adherence to best practices and regulatory compliance. The Town retains authority for final decisions under the Personnel Policy Manual.
- Support conflict resolution efforts, when needed, providing strategic recommendations and ensuring proper documentation is in line with best practices and compliance requirements.

HR Policy and Compliance

- Assist in the development and maintenance of employee policies.
- Ensure compliance with labor laws and employment standards (e.g. FLSA, ADA, EEOC).
- Provide updates on regulatory changes affecting town employment.

Deliverables

- Accurate and timely payroll runs
- Monthly, quarterly and annual payroll reports
- Electronic filing of tax forms and remittances
- Required tax filings and year-end forms
- Employee access to payroll & HR portals
- Monthly and annual payroll and HR reports
- HR file updates within 48 hours
- New hires onboarded within two (2) business days
- Documentation of hiring, onboarding, and termination processes
- Updated employee manual and policy manual recommendations to ensure the Town is in compliance with federal and state laws.
- Provide the Town with backup protocols and disaster recovery plans/recommendations.
- Training staff on how to use and input data into the new payroll system.
- The ability to provide compliance reports for state audits, public disclosures, and grants if needed.

4. FORM OF PROPOSAL

Proposals must consist of the following information in the order indicated below:

- Cover letter stating interest in project with signature of duly authorized principal.
- Overview of the company's background, including experience in delivering payroll, benefits administration, and tax filing services.
- Comprehensive plan outlining how the company will address the Town's payroll and human resources requirements.
- Detailed implementation strategy, including timeline and key milestones.
- Complete cost proposal, encompassing initial setup fees, recurring charges, and any additional expenses related to service delivery.
- Description of current Systems in Use
 - Description of which HRIS, payroll or timekeeping systems are currently used (beyond QuickBooks). For example, is your company able to migrate historical payroll and HR records? If yes, what is the volume and format of this data
 - Description of any integration API's or file format requirements
- References from clients with similar scope and service needs.
- Experience with similar projects.
- Experience of key personnel that would be assigned to the project.
- Cost of services breakdown in accordance with the attached bid form.

- Provide the fee proposal by task for the required services as a not to exceed fee.
 - Provide hourly billing rates to be used for additional services should they be approved.
 - Include a list of reimbursable expenses and an estimate of the total amount anticipated.
- Information Regarding the Bidder
 - Required Affidavits

5. PROPOSAL SUBMISSION INSTRUCTIONS:

A complete bid proposal must be submitted electronically in PDF format to **Debi Sandlin, Town Administrator, at dsandlin@upmd.org** no later than **Tuesday, November 4, 2025, at 2:00 p.m.** The bids will be opened and publicly read at **2:30 p.m.**

By submitting a proposal, the bidder agrees and warrants that it fully understands the Project requirements. Errors in preparation of the proposal will not relieve the bidder from the terms thereof. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the proposal is accepted.

The Town reserves the right to amend or cancel the RFP at any time at its sole discretion before the execution of a contract with the selected bidder. The Town shall not be liable to any bidder for the costs incurred in connection with the RFP or the preparation of the bidder's response.

6. EVALUATION OF PROPOSALS

Evaluation of proposals will be based on criteria at the Town's sole discretion but will broadly be based on overall best value with respect to the following criteria (in no particular order).

- Experience completing similar projects with respect to both scope and size
- Project team credentials, availability, and ability to work with current team members
- Ability to meet both budget and schedule and provide equipment and high quality work
- Bid price and hourly fees
- References

7. AWARD OF CONTRACT

The Contract will be awarded by the Mayor and Council of the Town of University Park. The Town reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the Town.

Except where the Town exercises the right reserved herein to reject any or all proposals, the Contract will be awarded on a per-unit price or lump sum basis, as is in the best interest of the Town. The Town reserves the right to cancel the award of the Contract at any time prior to execution of the Contract without liability on the part of the Town.

8. EXECUTION OF THE CONTRACT

The Bidder to whom the Contract has been awarded must execute a Contract substantially similar to the one attached within 15 business days after the award and submit such other documents as required by the Contract Documents, including a current insurance certificate listing the Town and its officials, officers, employees, contractors and agents ("Indemnified Parties") as additional insureds for the duration of this Project. Failure by the Contractor to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

If the Bidder to whom the award is made shall fail to execute the Contract hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the Town may reject all of the bids, as its interest may require.

9. DISCLAIMER:

The RFP, including the documents incorporated and/or referenced in the RFP, have been prepared to solicit proposals, and are not contract offers. The only document that will be binding on the Town is the contract, if any, duly executed by the Town and the selected Contractor. No proposal shall be construed as creating any contractual relationship between the Town and any party responding to this RFP.

Nothing contained in this RFP in writing or implied by the selection process shall create any obligation on the part of the Town to select any contractor for the Services described herein. The Town reserves the right at its sole discretion to select any contractor, to decide not to select a contractor or proceed with the Services, or to otherwise modify their approach to the assignment and to increase or decrease the amount of work to be placed under contract.

10. REPRESENTATIONS BY BIDDER

In submitting a bid, the Bidder certifies that the Bidder:

Does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

11. INSURANCE AND INDEMNIFICATION

The selected Bidder will purchase and maintain during the entire term of this Contract, comprehensive general liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, the selected Bidder will name the Town, as an additional insured and shall provide an additional insured endorsement for all policies or their equivalents with the exception of the Workers Compensation and Professional Errors and Omissions Insurance.

a. Commercial General Liability ("CGL"): Coverage for general liability claims arising from operations of the Contractor, Subcontractors and suppliers, shall include at minimum the following:

1. \$1,000,000 Per Occurrence Limit;
2. \$2,000,000 General Aggregate Limit;
3. Policy to be primary and noncontributory as respects the coverage afforded the Town;

b. Workers' Compensation: Coverage for claims arising from Workers' Compensation statutes or

other Employers Liability or third-party legal liability claims arising from bodily injury, disease, or death of Contractor's employees as required by Maryland law. Architect shall provide Workers' Compensation coverage for all employees and require their subcontractors to provide Workers' Compensation.

c. Professional Errors and Omissions Insurance. The Contractor shall maintain a policy with limits of not less than \$1,000,000 each occurrence/aggregate.

A policy which allows the costs associated with investigating, management or defense of claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

The Successful Bidder shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Successful Bidder; by any subconsultant; by any person employed by the Successful Bidder or any subconsultant; or by anyone for whose acts the Successful Bidder may be liable.

The Successful Bidder will covenant to maintain insurance, in these amounts, which will ensure all activities undertaken by Successful Bidder on behalf of the Town under this Contract. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town within ten (10) days following the execution of the contract and prior to commencement of any work. Required insurance policies shall be endorsed to provide thirty (30) days prior written notice of any reduction, cancellation or non-renewal of coverage to the Town.

The Successful Bidder shall indemnify and save harmless the Town from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by actions or omissions on the part of the Successful Bidder, its agents, servants and employees, or to other causes.

Provision of any insurance required herein does not relieve Successful Bidder of any of the responsibilities or obligations assumed by the Successful Bidder in the contract awarded, or for which the Successful Bidder may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal and/or State government as provided by law.

TO BE SUBMITTED WITH BID

TOWN OF UNIVERSITY PARK, MARYLAND
REQUEST FOR PROPOSALS – PAYROLL SERVICES
BID SHEET

University Park, MD 20782 MUST BE SUBMITTED ON OR BEFORE Tuesday, November 4, 2025, at 2:00 PM BY ELECTRONIC SUBMISSION (PDF) TO:

Debi Sandlin, Town Administrator

Email: dsandlin@upmd.org

(to be completed by bidding company)

hereby submits the following proposal for the Payroll Processing, Tax Withholding, Reporting and Filing, Benefits and Deductions Administration, Human Resource, Compliance and Related Services. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the proposed Contract and Addenda Numbered _____ (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

Task:

Subtotal per task

A. Payroll Services

B. Human Resource Services

TOTAL ALL INCLUSIVE, LUMP SUM COST:

Dollars

(Written)

\$ _____
(Figures)

SPECIAL TERMS AND CONDITIONS:

A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.

B. It is understood that the proposal price will be firm for a time period of one hundred twenty (120) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation. No Bidder may withdraw the bid within one hundred twenty (120) days after the opening thereof. Negligence on the part of the Bidder in preparing the Bid confers no right to the withdrawal of the Bid after it has been opened.

- B. The Town may accept all or parts of the tasks bid with pricing based on the sub-total for each task.
- C. The total all-inclusive price shall be stated in both words and figures.

Name of Bidder: _____

Name of Individual Authorized to Bind the Bidder _____

Signature: _____

Federal ID Number: _____

Date: _____

TO BE SUBMITTED WITH BID

NON-COLLUSION AFFIDAVIT

_____, being duly sworn on oath, deposes and says:

That he/she is the

(Owner, Partner, Title if on behalf of a Corporation)

of _____,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/ her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

_____(SEAL)

TO BE SUBMITTED WITH BID

**AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND
FALSE PRETENSES**

I hereby affirm that:

1. I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi- county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi- county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi- county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services,

construction-related services, leases of real property, or construction have been debarred or suspended under this subtitle.

6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
 7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.
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I acknowledge that this affidavit is to be furnished, where appropriate, to the Town of University Park, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town of University Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Town.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

Date

Signature

Printed Name

TO BE SUBMITTED WITH BID

**INFORMATION REGARDING THE
BIDDER**

Town of University Park

1. Name: _____
Individual/partnership/corporation

Address: _____

Phone: _____

2. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the Bid work.

FOR WHOM PERFORMED	CONTRACT AMOUNT	DATE COMPLETED	CONTACT'S NAME TELEPHONE NO.
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3. Please provide at least 3 references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each.

4. Identify all subcontractors that you intend to use in performing the work under the Contract and specify the work each is expected to perform.

5. Bidders will answer the following questions: (The word “you” refers any individual, partnership, partner and/or corporation and its officers.)

- Have you ever failed to complete any work awarded to you? _____ If yes, state where and why _____
- Have you ever been affiliated with some other organization that failed to complete a contract? _____
If yes, state name of individual and reason therefore. _____
- With what other businesses are you affiliated? _____
- Please list all persons who will supervise the work under the Contract. _____

Dated this _____ day of _____, 2025.

Name of company/individual

By: _____

TOWN OF UNIVERSITY PARK

CONTRACT

THIS CONTRACT is made by and between the Town of University Park (hereinafter referred to as the "Town") and _____, a corporation located at _____ (hereinafter referred to as "Contractor").

WHEREAS, the Town seeks payroll processing, federal and state tax withholding, reporting and filing, benefits and deductions administration, human resource, compliance and related services ("Services"); and

WHEREAS, the Contractor is willing to provide said Services.

NOW THEREFORE, the parties hereto agree as follows:

1. SCOPE OF WORK

The scope of services to be performed by the Consultant, who will act as an independent contractor, follows:

A. CONTRACTOR'S RESPONSIBILITIES

A. The Contractor shall provide the Services as set forth in this Contract.

B. The Contractor represents that it possesses and will maintain all professional licenses and approvals required by applicable governmental authorities to provide the Services at the location in which the Services are rendered. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care.

C. The Contractor shall identify a representative authorized to act on behalf of the Contractor with respect to the Services.

D. The Contractor shall not engage in any activity, or accept any employment, interest or contribution that would compromise the Contractor's professional judgment with respect to the Services.

E. Throughout the course of the Services, the Contractor shall coordinate its activities through the Town's Treasurer.

F. Throughout the course of the Services, the Contractor will review all information provided by the Town and if the Contractor discovers any errors or inadequacies, or if the Contractor requires any additional information to perform its services, the Contractor will notify the Town promptly in writing.

G. The Contractor is knowledgeable about federal and State of Maryland tax filing and reporting requirements and will follow those requirements in rendering the Services.

B. ADDITIONAL SERVICES

Additional services must be approved by the Town in writing and will be billed at the hourly rates bid by the Contractor.

2. CONTRACT TERM/DATES OF WORK

The Contractor shall begin work within ten days of notice to proceed. The contract term ("Term") is three years, with two additional one year extensions at the discretion of the Town. Time is of the essence to the completion of work under this Contract.

3. CONTRACT PRICE

The price to be paid by the Town to the Contractor for the Services under the Contract is:

Invoices for payment for Services may be submitted on a monthly basis and must be accompanied by any other documentation required by the Town. Invoices will be paid after approval by the Town Treasurer.

Additional services related to this Contract shall be provided by the Contractor on an as-needed basis as directed by the Town in writing. Such services shall be billed to the Town at the hourly rates bid by the Contractor.

Invoices shall be based upon completion of tasks and deliverables, or percentage thereof. All such invoices will be paid promptly by the Town unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill or the full contract price.

4. STATUS OF CONSULTANT

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the Town. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Contractor.

5. INSURANCE AND INDEMNIFICATION

Contractor will purchase and maintain during the entire term of this Contract, comprehensive general liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the Town of University Park on all policies or their equivalents with the exception of the Workers Compensation and Professional Errors and Omissions Insurance.

- a. Commercial General Liability ("CGL"): Coverage for general liability claims arising from operations of the Contractor, Subcontractors and suppliers, shall include at minimum the following:

5. \$1,000,000 Per Occurrence Limit;
6. \$2,000,000 General Aggregate Limit;
7. As Additional Insured, the Town shall have coverage for liability arising out of the Contractors' ongoing and completed operations performed for the Town;
8. Policy to be primary and noncontributory as respects the coverage afforded to the Town;

b. Automobile Liability: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for claims arising out of their use or operation. The minimum limits of such coverage shall be:

1. \$1,000,000 Combined Single Limit;

c. Workers' Compensation: Coverage for claims arising from Workers' Compensation statutes or other Employers Liability or third party legal liability claims arising from bodily injury, disease, or death of Contractor's employees as required by Maryland law. Contractor shall provide Workers' Compensation coverage for all employees and require their subcontractors to provide Workers' Compensation.

d. Professional Errors and Omissions Insurance. The Contractor shall maintain a policy with limits of not less than \$1,000,000 each occurrence/aggregate,

A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

The Contractor shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Contractor; by any subconsultant; by any person employed by the Contractor or any subconsultant; or by anyone for whose acts the Contractor may be liable.

The Contractor will covenant to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the Town under this Contract.

Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town within ten (10) days following the execution of this contract and prior to commencement of any work. Required insurance policies shall be endorsed to provide thirty (30) days prior written notice of any reduction, cancellation or non-renewal of coverage to the Town.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal and/or State government as provided by law.

6. INDEMNIFICATION.

The Contractor will be responsible for, and will indemnify and hold the Town and its officials, officers,

employees, contractors and agents (the "Indemnified Parties") harmless against, any and all injuries, losses, damage, liabilities, claims and expenses, including attorneys' fees and experts' fees (together, "Claims" and each, a "Claim"), to the extent caused by any breach of this Contract, negligent acts, errors, omissions, recklessness, wrongful intentional acts, or the infringement of patent rights, copyrights, or other intellectual property rights committed in the performance of this Contract by the Contractor, by the Contractor's Subcontractors or by employees or agents of either of them, whether or not the claim was caused in part by an Indemnified Party or Parties. Nothing herein shall be construed to require the Contractor to indemnify an Indemnified Party or Parties for an Indemnified Claim caused by or resulting solely from that Indemnified Party's sole negligence. This provision shall survive the completion of the services, final payment, or earlier termination of this Contract.

7. CONTRACT DOCUMENTS.

This Contract and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

Request for Proposal Payroll Processing, Tax Withholding, Reporting and Filing,
Benefits and Deductions Administration, Human Resource, Compliance and
Related Services

Contractor's Proposal

Required affidavits and certifications

Schedule of work developed by the parties.

In the event of any conflict or discrepancy in the Contract Documents, the terms of this Contract shall prevail, followed by the Request for Proposals and then the Contractor's Proposal.

8. LICENSES, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses pertaining to performance of its work under the contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

9. TERMINATION AND SUSPENSION.

a. For Default. Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In such event, the Town may give notice to the Contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within fifteen (15) days after receipt of written notification, the Town may terminate any such contract. This provision shall not limit the Town in exercising any other rights or remedies it may have. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by force majeure events as defined herein beyond its reasonable control and the affected party shall be excused from performance during the occurrence of such events. In the event the Town terminates this Contract for cause and it is later determined that the termination

was improper, such termination will be treated for all purposes as a termination for convenience.

b. For Convenience. The performance of work or delivery of services may be terminated in whole or in part at any time upon seven (7) days written notice when the Town determines that such termination is in its best interest. The Town will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination and after notice to proceed, together with Reimbursable Expenses then due. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services properly performed prior to termination, together with Reimbursable Expenses then due; provided, however, that the amount of Basic Compensation due to the Contractor will not exceed the appropriate amount due through the phase of services in which the termination takes place. The Contractor will also receive payment for Additional Services properly due. Such payments will be the Contractor's sole remedy in the event of termination without cause.

c. The Town's rights to use the Contractor's Work Product in the event of a termination of this Contract are set forth in Section 22. .

10. NOTICES.

All notices shall be sufficient if delivered in person or sent by certified mail or recognized overnight delivery service to the parties at the following addresses:

If to the Town:

Mayor
Town of University Park
6724 Baltimore Avenue
University Park, MD 20782

If to the Contractor: *****

11. ERRORS IN SPECIFICATIONS.

The Contractor shall take no advantage of any error or omission in the specifications. The Town Administrator shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

12. GOVERNING LAW.

This contract is executed in the State of Maryland and shall be governed by Maryland law, excluding its conflict of law rules, as if this Contract were made and to be performed entirely within the State of Maryland. The Contractor, by executing this contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this contract. A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or equity. A party shall not be deemed to waive any remedy available to it or any right under this Contract, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

13. INTERPRETATION.

Any questions concerning conditions and specifications shall be directed in writing to Debi Sandlin, Town Administrator. No interpretation shall be considered binding unless provided in writing by Debi Sandlin or her designated representative. By execution of this contract, the Contractor certifies that it understands the terms and specifications.

14. ATTORNEYS' FEES AND COSTS.

The prevailing party shall be entitled to reasonable attorney's fees and costs incurred in any actions or claims brought to enforce this contract, or for damages thereunder as determined by a court of competent jurisdiction.

15. SUCCESSORS AND ASSIGNS.

This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, neither party may assign any right or obligation under this contract without the other party's express written consent which may be withheld in the party's sole discretion.

16. SEVERABILITY.

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

17. OTHER PAYMENTS; EXPENSES; TAXES.

The Town will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Contract.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

18. ENTIRE CONTRACT.

This Contract, including all Contract Documents, constitutes the entire understanding between the

parties. No modification or addition to this Contract shall have any effect unless made in writing and signed by both parties hereto. If any provision of this Contract is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Contract; however, the parties shall amend this Contract to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

19. SUBCONTRACTING.

The Contractor may not subcontract any work required under this Contract without the consent of the Town. If the Contractor wishes to subcontract any of the said work, it must provide Subcontractor names, addresses, and telephone numbers and a description of the work to be subcontracted. The Contractor is not relieved of primary responsibility for full and complete performance of any work delegated to the Subcontractor. There shall be no contractual relationship between the Town and the Subcontractor.

20. CONFIDENTIALITY/SECURITY BREACH/HIPAA.

The Town may disclose Contractor's information to the extent required by the Maryland Public Information Act or other applicable law. Contractor shall mark any information that it wishes to remain "confidential" or "proprietary" before providing the information to the Town. In the event that, pursuant to the Maryland Public Information Act or other process, the Town receives a request for information that has been so marked by Contractor, and the Town agrees that the information may be exempt from disclosure under Maryland law, then the Town will not disclose the information and will notify the Contractor of the request. This Contract is not a confidential document.

The Contractor shall keep confidential all information provided by the Town, or to which the Contractor has access as part of the provision of services under this Contract.

The Contractor agrees that all knowledge and information that the Contractor may acquire from the Town or its officers, staff, agents, or other contractors, or by virtue of the performance of services hereunder, will for all time and for all purposes be regarded by the Contractor as strictly confidential and held by the Contractor in confidence. The parties agree that information shall not be deemed confidential to the extent that any of the confidential information furnished is or becomes part of the public domain without violation of this Contract; is lawfully obtained by the Contractor from a third party; is furnished to others by the Town without similar restrictions to those set forth in this section as to the use or disclosure thereof; is developed by the Contractor completely and independently of any such disclosure by the Town; is ascertainable from a commercially available product; or is disclosed pursuant to the order or requirement of a government body, court, or administrative agency. If the Contractor is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any confidential information, the Contractor will promptly notify the Town of such request or requirement so that the Town may seek an appropriate protective order or waiver in compliance with provisions of this Contract. If, in the absence of a protective order or the receipt of a waiver from the Town, the Contractor is compelled to disclose confidential information or else stand liable for contempt or suffer other censure or penalty, the Contractor may disclose only such of the confidential information to the party compelling disclosure as is required by law.

Each party will promptly report any Security Breach to the other party by providing: (i) oral notice as soon as reasonably practicable and no later than twenty-four (24) hours after discovery; and (ii) a follow-up, written report as soon as reasonably practicable and no later than ten (10) days after discovery. The written report will include, to the extent the information is currently available, identification of affected individuals and any other information that is legally required for a notice of Security Breach under applicable law. The report will be promptly updated by the reporting Party, as new material information is discovered, and the updated report will be promptly provided to the other Party.

Each Party will cooperate in any Security Breach investigation that the other Party conducts or is involved in and will take reasonable measures to mitigate any harmful effects of any Security Breach, of which it becomes aware.

Contractor agrees to not use or disclose Protected Health Information other than as permitted or required by this Contractor or as required by law. Contractor agrees to use appropriate safeguards and comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

Contractor agrees to report to the Town any use or disclosure of Protected Health Information not provided for by this Contract, including, without limitation, breaches of unsecured Protected Health Information as required at 45 C.F.R. 164.410, and any security incident of which it becomes aware. Unsuccessful security incidents shall include, but not be limited to, pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result, to the extent Contractor is aware, in unauthorized access, use or disclosure of Electronic Protected Health Information.

In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Contractor agrees to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Contractor agree in writing to the same restrictions, conditions, and requirements that apply to Contractor under this Contract with respect to such Protected Health Information.

Contractor agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA.

Contractor may only use or disclose Protected Health Information as necessary to perform the Services Agreement.

21. TOWN'S RESPONSIBILITIES

Unless otherwise provided for under this Contract, the Town, shall provide information in a timely manner regarding requirements for and limitations on the Services, including financial and employment information.

22. COPYRIGHTS/ LICENSES/WORK PRODUCT.

a. All writings or works of authorship, including drawings, specifications, designs, reports, notes, documents and relevant information provided by the Contractor or its Subcontractors, which result from or relate to the Services performed under this Contract, including Project-specific material contained on computer programs (collectively, "Work Product"), shall belong solely and exclusively to the Town, which will possess all ownership rights in and to such Work Product and all related Intellectual Property Rights (hereafter defined), whether the Project is completed or not. As used herein, "Intellectual Property Rights" shall mean, on a worldwide basis, all copyrights, patents, trademarks, trade dress, service marks, trade secrets and other proprietary and intellectual property rights of whatever nature. All Work Product shall by mutual agreement be deemed to be "works made for hire" under the U.S. copyright laws and all Intellectual Property Rights in and to each Work Product shall vest in the Town on the date such Work Product is created.

b. Copyright. If, for any reason, any copyrightable Work Product is deemed not to be a "work made for hire" by a court of competent jurisdiction, then the Contractor does hereby irrevocably transfer, grant and assign to the Town, all worldwide right, title and interest, including all copyrights, copyright registrations, and copyright registration and renewal rights, in and to the Work Product.

c. "Pre-Existing Work" (that is, products, items or materials developed independently of this Contract by the Contractor, its Subcontractors, and/or third parties and provided to the Town in connection with performance by the Contractor under this Contract) shall be considered Work Product subject to shared ownership by the Town under this Section.

d. The Contractor agrees to execute any such further documents as may be necessary or appropriate to protect or enforce the rights set forth in this Section. The Contractor agrees to include and enforce appropriate provisions in all agreements with employees and Subcontractors to establish the exclusivity of the Town's ownership of Work Product as described in this Section.

e. The Contractor represents, to the best of its knowledge, information and belief, that the Work Product will not infringe the copyright, other Intellectual Property Rights, or any other rights of any third party.

f. Within three (3) business days after the termination or expiration of this Contract, or promptly after the Town's request, and provided that the Town has paid all undisputed amounts then due to the Contractor, the Contractor shall deliver all of the Work Product, including any and all drafts and other embodiments thereof, to the Town in printed and readily modifiable electronic form (i.e., not in PDF, but in "native" format).

g. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Town's or Contractor's reserved rights.

23. CLAIMS AND DISPUTES.

a. General. The Town and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Contract in accordance with the requirements of the method of binding dispute resolution selected in this Contract within the period specified by applicable law.

b. Dispute Resolution

1. Any dispute, controversy or claim arising out of or relating to this Contract or the breach or invalidity thereof that cannot be amicably settled between the parties will be settled by litigation. The parties agree that either party shall file suit or action in connection with this agreement in the Circuit Court of Prince George's County or the United States District Court for Maryland.

2. The Contractor will continue to perform its obligations under this Contract so as not to delay the Project pending resolution of any dispute, and the Town will continue to make payment of all amounts due which are not in dispute.

24. HAZARDOUS MATERIALS.

Unless otherwise required in this Contract, the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. However, if the Contractor becomes aware of the presence of any hazardous materials or toxic substances at the Project site, the Contractor shall expeditiously so notify the Town in writing.

25. SUBCONTRACTORS.

a. The Contractor will retain such subcontractors ("Subcontractors") to perform services as may be necessary to accomplish the Services or any Additional Services. The Contractor's services under this Contract include those performed by the Subcontractors already identified by Contractor in its proposal, and the Contractor's obligations under this Contract include those to be performed by its Subcontractors. The Contractor will be reimbursed for Subcontractors already identified by the Contractor and with any additional Subcontractors chosen with the Town's written approval. Prior to the award of any additional Subcontractor subcontract, the Contractor will consult with the Town and will submit the name of the proposed Subcontractor to the Town for review and approval, and the Contractor shall not contract with any Subcontractor to whom the Town reasonably objects. The Town reserves the right to reject any proposed Subcontractor and subcontract form for any reason based upon reasonable objections. Copies of executed Subcontractor subcontracts will be provided to the Town upon request.

The Contractor will bind each and every Subcontractor to the terms stated herein and will determine that all persons rendering services under this Contract are properly licensed and insured to provide such services. All Subcontractors will perform their services in accordance with the contract terms. The Contractor hereby affirms that it will be fully responsible for the errors, omissions and negligent acts of its Subcontractors.

The Contractor hereby agrees to include a provision in all subcontracts issued for services hereunder allowing the Contractor to assign said subcontract to the Town or the Town's designee without the

Subcontractor's consent in the event that this Contract is terminated. The Contractor hereby conditionally assigns all Subcontractor subcontracts to the Town, and such assignment becomes effective upon the termination of this Contract by the Town and the Contractor's receipt from the Town of written notice accepting such assignment. The Contractor will require all Subcontractors to include a similar assignment provision in each and every subcontract Subcontractor issues for services hereunder.

b. The Contractor agrees to pay its Subcontractors within fourteen (14) days after the Contractor receives payment of such amount from the Town. In the event the Town is advised that the Contractor has failed to pay any Subcontractor as required above, the Contractor agrees that the Town may make all future payments directly to any or all Subcontractors or by joint check payable to the Contractor and any or all of the respective Subcontractors, and the Town may withhold from subsequent payments to the Contractor any amounts that the Town paid or intends to pay to such Subcontractors because the Contractor did not pay a Subcontractor as required above. Neither the Town's discretion in the preceding sentence nor the Town's making of such payments to the Contractor's Subcontractors will give rise to any obligation or liability of the Town for making such payments and will not create any contractual relationship between the Town and any Subcontractor.

c. Payments to Subcontractors will not constitute an acceptance of the adequacy of any services performed by the Contractor or its Subcontractors.

d. The Town will have the right to direct the Contractor to replace Subcontractors whose performance is unsatisfactory in the Town's reasonable judgment. In such case, the Contractor's Basic Compensation may be equitably adjusted, if necessary and appropriate under the circumstances.

26. CONFLICT AMONG TERMS.

In the event that there is any conflict between the terms of this Contract, as part of Basic Services the Contractor will provide the higher quality of service or level of service.

27. NO DAMAGES.

Notwithstanding anything to the contrary contained in any other provision of this Contract, in no event will the Town be liable to the Contractor for any damages that the Contractor may suffer or incur in connection with this Contract, except as set forth in the following sentence. The Town's sole financial obligation and liability to the Contractor for any and all matters relating to the Town's performance of its obligations under this Contract will be to pay the Contractor the applicable fee for Services, reimburse the Contractor for Reimbursable Expenses, and make any other payments due to the Contractor in accordance with the terms of this Contract.

28. NO WAIVER.

No action, failure to act or failure to require strict compliance with any term of this Contract by the Town or Contractor shall constitute a waiver of a right or duty afforded them under this Contract, nor shall any such action, failure to act or failure to require strict compliance with any term of this Contract constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

29. FORCE MAJEURE.

Each party's performance under this Contract shall be excused to the extent of and for the time such performance is delayed, interrupted or prevented by an event of force majeure. As used within this Contract, the term "force majeure" shall mean, by way of example, and not in limitation, fire, act of God, governmental act, national emergency, strike, labor dispute, unusual delay in transportation, inability to procure materials, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other causes beyond the Contractor 's or Town's reasonable control. The Contractor and Town shall each exercise their respective commercially reasonable efforts to mitigate the cause of any such force majeure delay, interruption or prevention.

30. COOPERATION AND FURTHER ACTIONS.

The Town and Contractor agree to take whatever steps reasonably necessary to fulfill the responsibilities assigned to them in this Contract, and further agree to cooperate with each other.

31. SURVIVAL

All matters that relate to the termination or expiration of this Contract, or that in the normal course may not occur or be effectuated until after such termination or expiration, as well as all rights and obligations of the parties that by their nature may be expected to survive the termination or expiration of this Contract (including the Contractor 's responsibility to bond off liens and to indemnify the Town), will survive any termination or expiration of this Contract. Such matters, rights, and obligations will be given full force and effect notwithstanding any termination or expiration of this Contract, but such survival will not operate to extend any applicable statute of limitations.

32. INTERPRETATION.

This Contract shall be construed in accordance with its plain meaning, without giving any effect to any implication or inference arising from the fact that the Contract or the provision at issue may have been drafted by or on behalf of any party to this Contract.

All references to "days" will be to calendar days unless specified otherwise. A "business day" or "working day" is a day other than a Saturday, Sunday, or a federal or state holiday when official state offices are closed in the jurisdiction in which the Project is located.

The words "include," "includes" or "including" shall mean, respectively, "include without limitation," "includes without limitation" or "including without limitation."

The words "will" and "shall" are used interchangeably in this Contract.

The words "herein," hereunder," and similar words mean and refer to this entire Contract and not merely the provision in which such term is used.

33. CORPORATE AUTHORITY.

The Town and Contractor hereby represent and warrant to each other that all necessary corporate action has been taken to enter into this Contract and that the person signing this Contract on behalf of the Town and Contractor, respectively, is duly authorized to do so.

34. NO PERSONAL LIABILITY.

In the event of any dispute between the Town and the Contractor for amounts due, the Contractor agrees that it shall only assert its claim against the Town. Notwithstanding anything to the contrary contained in any other provision of this Contract, neither the Town nor officers, officials, agents and employees shall have any personal liability under this Contract for any obligation at any time, it being understood that the Contractor shall look solely to the Town for the satisfaction of any claim for amounts due under this Contract.

35. LIENS

In the event a Subcontractor or anyone acting through the Contractor places a lien upon the Project or the property on which it is located, the Contractor shall bond off or otherwise discharge such lien within ten

(10) business days and shall defend and hold the Town harmless in any suit to enforce such lien, except if the lien is the direct result of the Town's failure to pay an amount included in a prior invoice as to which there is no good-faith dispute.

36. SCOPE OF THE CONTRACT.

This Contract represents the entire and integrated agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Town and Contractor.

37. THIRD PARTY BENEFICIARY.

This Agreement is entered into solely for the benefit of the Town and Consultant. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

38. EXECUTION OF AGREEMENT.

This Agreement may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature will have the same effect as an original signature.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____
day of _____, 2025.

WITNESS/ATTEST:

TOWN OF UNIVERSITY PARK

T'Alicandra Hegeman, Town Clerk

By: _____
, Mayor

WITNESS:

By: _____

Title:

Approved as to form and legal sufficiency

Suellen M. Ferguson

Attorney for the Town of University Park

