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**Request for Proposal  
Sidewalk Regrading Services  
Town of Somerset**

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**SECTION A: INTRODUCTION**

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The Town of Somerset, Chevy Chase, Maryland (“Town”), located in Montgomery County, hereby solicits proposals from qualified vendors or firms with experience in providing **Sidewalk Regrading Services**. The successful bidder should be prepared to meet with the Town Council, Mayor, and Staff as needed. The Town expects that the contract will be awarded at the Town’s **July 6, 2026** Town Council Meeting, and the successful bidder be prepared to attend the meeting to answer questions from the Council. The Town of Somerset is a small, incorporated municipality across roughly 0.28 square miles of land and four miles of street (many quite narrow) consisting of 415+ residential houses, a Town Hall, and a Pool. See Appendices A and B for a map of the Town and a listing of streets, respectively. The successful bidder will work closely with the Mayor and Town Manager to ensure that work is done promptly and properly.

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**SECTION B: STATEMENT OF WORK**

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1) Scope of work.

The Town of Somerset seeks a qualified contractor to perform street buffer regrading on all Town streets. The street buffer is defined as the area between the curb and the sidewalk. Work shall be performed in a manner that minimizes disruption to residents and preserves the Town's tree canopy.

2) Mandatory services.

The contractor shall provide the following services:

- A. Pre-Construction Condition Survey. Prior to the commencement of any regrading work, the contractor shall conduct and document a pre-construction condition survey of all street buffer areas on Town streets. The survey shall include:
  - a. Documentation of existing conditions, including all areas of erosion, potholes, unsafe drop-offs, and exposed root systems, organized by street; and
  - b. Written inventory of conditions identified, sufficient to establish a baseline for measuring completed work.
  - c. The completed survey shall be submitted to the Town Manager for review and approval before any ground disturbance begins. The Town reserves the right to request revisions or additional documentation before granting approval to proceed.
- B. Regrading. Regrade the street buffer between the curb and the sidewalk on all Town streets as necessary to address the following conditions:
  - a. Areas of soil erosion or washout that have created depressions, ruts, or exposed root systems;

- b. Potholes or surface voids within the buffer area;
  - c. Unsafe drop-offs, grade changes, or lips adjacent to the sidewalk edge that present tripping hazards or impede accessibility; and
  - d. Improper drainage slopes that direct stormwater toward the sidewalk or adjacent private property.
- C. Regrading shall restore the buffer to a smooth, stable grade that drains away from the sidewalk and toward the curb. All work shall conform to the current Montgomery County Department of Permitting Services (MCDPS) standards and specifications for right-of-way construction, as well as the latest edition of the Maryland Department of Transportation (MDOT)/Maryland State Highway Administration (MSHA) Standard Specifications for Construction and Materials.
- D. Fill material used in regrading shall be clean, screened topsoil conforming to MSHA specifications, or an approved topsoil/compost blend. Compost amendments shall be a mature, stable product bearing the U.S. Composting Council Seal of Testing Assurance (STA), such as Leafgro or equivalent. No fill material containing debris, rubble, invasive plant material, or material unsuitable for turf establishment shall be used.
- E. Tree Preservation. The contractor shall take all reasonable steps to protect root zones, avoid soil compaction, and minimize disturbance to existing vegetation during all regrading operations.
- F. Ground Cover Restoration. Restore all disturbed ground cover, turf, or landscaping to pre-construction condition or better upon completion of work in each area.
- G. Cleanup. Remove and properly dispose of all debris, excess soil, and materials generated by the work.

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## **SECTION C: STATEMENT ON SUSTAINABILITY, ACCESSIBILITY, AND DEI**

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*The Town of Somerset recognizes that the products and services it purchases have inherent social, human health, environmental, and economic impacts, and that the Town should make procurement decisions that embody its commitment to sustainability and to improving the environment and the quality of life of its citizens.*

*The Town seeks to reduce the environmental impacts of its operations and to promote fiscal responsibility, social equity, and community and environmental stewardship by integrating sustainability considerations into the procurement process.*

*The Town of Somerset shall provide the maximum practicable opportunity for increased participation by minority and women owned and controlled businesses, as long as such businesses are under-represented, and to ensure that Town contracting practices do not support discrimination in employment and services when the Town procures public works, goods, and services from the private sector.*

*As such, the Town of Somerset is an equal opportunity employer, for which the dual goals of diversity and inclusion are values shared by its Residents. In this regard, companies or individuals submitting proposals for projects, work, or*

*employment are asked to make a declaration, as part of their submission to the Town, which states they understand and share Somerset's values, and hire employees without regard but not limited to race, color, national origin, religion, gender (including identity or expression), sexual orientation, caste, age, or disability.*

*Title II of the ADA requires local governments to give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities. Accordingly, the Town seeks to include in procurements related to Town programs, services, and activities such accommodations as are possible and practicable for individuals with disabilities.*

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## **SECTION D: SUBMITTAL REQUIREMENTS**

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Contractors interested in being considered for a contract to provide services to the Town as described in this solicitation shall submit a proposal to the Town in accordance with these instructions.

1. Each proposal shall be divided into two parts: the technical proposal and the cost proposal.
  - a. The cost proposal shall be submitted in the form of a unit cost schedule as the scope of regrading work will not be fully determined until completion of the pre-construction survey described in Section B.
    - i. Pre-construction condition survey (lump sum)
    - ii. Street buffer regrading (per linear foot of buffer)
    - iii. Fill material - screened topsoil or approved topsoil/compost blend (per cubic yard)
    - iv. Ground cover restoration/reseeding (per square foot)
    - v. Other costs that may be associated with the work

The cost proposal shall also include a brief narrative describing any assumptions underlying the unit costs submitted. Proposals that do not include a complete unit cost schedule for all items listed above will not be considered.

2. The technical proposal shall contain all other information for consideration and evaluation by the Town. The Technical Proposal shall include, among other things, the qualifications of your company to perform the scope of work, and any equipment and materials that would be used; and the name(s) of the designated project manager(s) and a summary of their qualifications, and their contact information.
  - a. The full proposal shall be submitted electronically via email to the Town Manager at [manager@townofsomersetmd.gov](mailto:manager@townofsomersetmd.gov).
3. References. The offeror shall provide and include with the technical proposal three references of organizations that are current and/or recent customers of the offeror, which shall ideally be receiving/received comparable services from the offeror, and the following information shall be provided for each entity that is listed as a reference:
  - a. Name
  - b. Address
  - c. Name, phone number, and email of the person who serves as the point of contact for the entity.

- d. Period of time that the offeror has provided or provided services to the entity.
  - e. Brief description of the services provided to the entity, including frequency of service and other key elements of the service.
  - f. Brief description of any significant customer service issues that have arisen in connection with the contract, steps taken by the offeror to resolve the issue, and current status of the issue.
4. Additional submission requirements.
- a. Signed declaration that the offeror understands and shares Somerset's values on sustainability, accessibility, and diversity, equity, and inclusion.
  - b. Copy of certificate of liability insurance
  - c. Proof of registration to do business in Maryland (Md. Code, Corps. Art. Sec. 7-201).
  - d. The successful proposer will be required to execute affidavits of non-collusion, non conviction, and non-suspension/disbarment (Md. Code, State Finance and Procurement Art. Sec. 16-311(a) and (b)) (see attached Appendices C and D), and a written contract in a form approved by the Town (see attached Appendix E).

Proposals must be received no later than 4:30pm on **June 29, 2026**. Proposals received after the deadline will not be considered. Proposals sent via mail should be submitted with one original and one copy. The Town of Somerset reserves the right to reject all proposals in part or in full and to waive formalities that may best serve the interests of the Town.

Should you have any question about this solicitation, please contact the Town Manager, EJ Hardwick, by phone at (301) 657-3211 or by email at [manager@townofsomersetmd.gov](mailto:manager@townofsomersetmd.gov).

*The Town of Somerset is a municipality of approximately 415+ homes in the Chevy Chase/Friendship Heights area of Maryland's Montgomery County. A five-person elected Town Council approves the Town budget and all contracts, while the Town Mayor oversees the ordinances and regulations governing the Town and serves as the administrative head of Town government. Together the Council and Mayor govern the Town and appoint a Town Manager to which they delegate duties consistent with the Town Charter and ordinances.*



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## Appendix B: Streets of the Town of Somerset

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- Cumberland Avenue (4501-4922)
  - Deal Place (5800-5807)
  - Dorset Avenue (4507-4923)
  - Essex Avenue (4700-4923)
  - Falstone Avenue (4700-4913)
  - Grantham Avenue (4800-4816)
  - Greystone Street (5400-5532)
  - River Road (5001-5019)
  - Surrey Street (5402-5820)
  - Trent Court (4707-4715)
  - Trent Street (5400-5529)
  - Uppingham Street (5400-5529)
  - Warwick Place (5522-5812)
  - Wisconsin Avenue (5900, 5914)
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### Appendix C: Affidavit of Non-Conviction

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I hereby affirm that:

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. I further affirm:

1. Except as described in paragraph 2 below, neither I nor the above business entity, nor to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the State, including any bi-county or multi county entity) has:
  - a. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following: (1) bribery, attempted bribery, or conspiracy to bribe; (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (4) a criminal violation of an antitrust statute; (5) a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract; (6) a violation of State Finance and Procurement Article of the Annotated Code of Maryland; or (7) conspiracy to commit any of the foregoing;
  - b. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph;
  - c. been found civilly liable under an antitrust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
  - d. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph;
2. State “none” or, as appropriate, list on a separate sheet any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.
3. I further affirm that neither I nor the above business entity shall knowingly enter into such a contract with the Town of Somerset under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property or construction.

I acknowledge that this affidavit is given pursuant to Maryland Code, Finance and Procurement Article, Section 16-311. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the **Town of Somerset** 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 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 of Somerset**.

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

Name of Business Entity: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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**Appendix D: Non-Collusion Affidavit**

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I hereby affirm that:

I am the \_\_\_\_\_(title) and duly authorized representative of the firm of \_\_\_\_\_(name of Corporation) 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. I further affirm:

1. I am fully informed respecting the preparation and contents of the attached bid or and all of the pertinent circumstances respecting such bid:
2. Such bid is genuine and is not a collusive or sham bid:
3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interests, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Somerset or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

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

Name of Firm:\_\_\_\_\_

Signature and Title:\_\_\_\_\_

Printed Name:\_\_\_\_\_

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

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## Appendix E: CONTRACT FOR SERVICES

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THIS CONTRACT FOR SERVICES (this “Contract”), effective as of **INSERT DATE**, by and between the **Town of Somerset**, a municipal corporation organized and existing under the Laws of Maryland, hereinafter referred to as the “Town,” and **INSERT CONTRACTOR**, hereinafter referred to as the “Contractor,” having an address at **INSERT CONTRACTOR ADDRESS**

WITNESSETH:

WHEREAS, the Town desires to retain a contractor to provide **INSERT SERVICES**; and  
WHEREAS, the Town desires to retain the services of the Contractor to perform said services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** The Contractor agrees to supply services described and be bound by the terms and conditions set forth in bid documents attached hereto and made a part hereof and identified collectively as **Exhibit 1** (the “Scope of Work”), provided, however, that in the event any terms or conditions of the Scope of Work conflict with this Contract, the terms and conditions of this Contract shall prevail. Contractor shall perform the services described in this Contract in care and skill ordinarily used by design professionals for projects of similar size, complexity, location, and difficulty. timely, diligent, and professional manner in accordance with recognized standards of the applicable industry or profession.
2. **DURATION.** This Contract shall be in effect from **INSERT START DATE**, through and including **END DATE**, unless extended or terminated as provided for herein.
3. **TIME OF ESSENCE.** The Contractor acknowledges that time is of the essence in providing the services under this Contract.
4. **COMPENSATION.** The Contractor shall be paid in accordance with the Scope of Work. Payment shall be made within thirty (30) days of receipt of an invoice, unless a longer period is provided in the Scope of Work.
5. **INVOICES.** Requisitions for payment shall include a complete description of the services rendered by the Contractor, providing the dates services were rendered, and a description of services rendered. Except as otherwise stated in the Scope of Work, invoices shall be submitted on a monthly basis, no later than ten (10) business days following the end of each month.
6. **SALES TAX.** If Contractor is to be reimbursed for supplies or materials according to the Scope of Work, no sales tax is to be charged by the Contractor to the Town government for supplies or materials furnished in the performance of work under this Contract. State of Maryland Sales Tax Exemption Certificate No. 52-6003253, a copy of which is attached hereto as **Exhibit 2**, will apply to all such transactions.

7. **INDEPENDENT CONTRACTOR.** The Contractor shall perform this Contract as an independent contractor and shall not be considered an agent of the Town, nor shall any of the Contractor's employees or agents be subagents of the Town.
8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract the Contractor agrees that it will comply with all applicable federal, state, and local laws relating to discrimination in employment and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, or other protected class. As a condition of entering into this agreement, the company specifically represents and warrants that it will comply with Maryland's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the company may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
9. **REVIEW BY TOWN.** The Contractor agrees that the work and records covered by this Contract will be subject to review, at all times, by representatives of the Town.
10. **INDEMNIFICATION OF THE TOWN.** The Contractor shall indemnify and save harmless the Town, its representatives, agents, and employees, from all suits, actions, liability, damages, expenses (including, but not limited to reasonable court costs and attorneys' fees), and demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or intentional act or omission, breach or failure to perform, of the Contractor, or the Contractor's, employees, servants, agents, or permitted subcontractors. So much of the monies due or to be become due to the Contractor under the Contract shall be retained by the Town in such amount as may be considered necessary by the Town until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the Town.
11. **DAMAGE TO PROPERTY.** The Contractor shall be responsible for any damage to public and private property caused by the Contractor, its subcontractors, servants, agents or employees in the course of the performance of this Contract and shall replace or restore to

its original condition any such damaged property at no cost to the occupant, owner, or the Town.

12. **TERMINATION FOR CONVENIENCE.** The Town may terminate this Contract for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the Town as provided in this section, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.
13. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the Town shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Contract by the Contractor, and the Town may withhold any payments for the purpose of setoff until such time as the exact amount of damages due the Town from the Contractor is determined.
14. **COMPLIANCE WITH LAWS AND POLICIES.** The Contractor shall observe and comply with all federal, state, county and local laws, ordinances, regulations, and policies that affect the work to be done herein, and shall indemnify and hold harmless the Town, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor, the Contractor's agents or subcontractors. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance, and/or regulation, the Contractor will so advise the Town and the Town will decide which law, ordinance, and/or regulation shall be followed.
15. **LICENSES AND PERMITS.** The Contractor will be responsible for obtaining and maintaining any and all licenses and permits pertaining to performance of services under this Contract.
16. **SUBCONTRACTING.** None of the services covered by this Contract shall be subcontracted without the prior written consent of the Town. Any request for consent to subcontract any portion of the services shall include: 1) a description of the services to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the qualifications of the subcontractor. The Contractor shall be fully responsible to the Town for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor. There shall be no contractual relationship between the Town and any subcontractor. The Contractor will require all subcontractors to have in effect at all times

insurance coverage in such amounts as are required for Contractor and the Town shall be named as an additional insured party.

17. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding and inure to the benefit of all successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, the Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the Town which may be withheld in the Town's sole and absolute discretion.
18. **CONFLICTS OF INTEREST.** The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Contract. The Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed.
19. **CAPACITY TO PERFORM.** The Contractor, by executing this Contract, represents that all equipment necessary for providing the described services is in working order, that materials needed are now in stock or will be available so as not to delay timely performance, and that all personnel needed are available or will be available by the date work is to commence.
20. **PERSONNEL, EQUIPMENT, AND MATERIALS.** The Contractor shall furnish the necessary supervision, crew, equipment, and all materials and/or supplies, as may be required for efficient and safe execution of the services.
21. **STANDARDS OF WORK.** Contractor shall furnish efficient business administration and superintendence and shall use reasonable efforts to insure that the services being performed under this Contract are completed in the most expeditious and economical manner consistent with the Town's best interests. All services shall be performed in a neat and workmanlike manner by trained and experienced personnel.
22. **SUSPENSION OR STOPPAGE OF WORK.** The Town may suspend the services of the Contractor, in whole or in part, for each period or periods as it may deem necessary in its sole discretion due to unsuitable weather or such other conditions considered unfavorable for proper prosecution of the services, or for such time as is necessary to avoid interference with other activities or events in the Town. The Contractor shall not suspend or stop work which has been ordered by the Town without first obtaining proper authority to do so.
23. **INSURANCE.**

(c) The Contractor, within five (5) days following the execution of this Contract and prior to commencement of any work, shall furnish to the Town proof of insurance of at least the kinds and minimum amounts set forth below. The following policies must be maintained at the expense of the Contractor during the entire performance period of this Contract or any renewal or extension thereof. The policies shall provide that at least 30 days' prior notice of cancellation must be given to the Town.

(2) **WORKERS' COMPENSATION** covering all operations in the State of Maryland for the proper hazard classifications (which shall be specifically listed on the certificate of insurance) for the anticipated work with limits as established by statute; and

(2) **COMPREHENSIVE GENERAL LIABILITY INSURANCE:** (i) Bodily Injury for each occurrence \$2,000,000/\$3,000,000 aggregate; (ii) Property Damage for each occurrence \$2,000,000/\$3,000,000 aggregate; and (iii) Automobile Combined Coverage - fleet operations for each occurrence \$2,000,000/\$3,000,000 aggregate.

(c) The Contractor shall also furnish to the Town a Certificate of Insurance in like amounts for any approved subcontractor prior to commencement of performance of such subcontractor's personnel or entry of equipment in the Town.

(c) All accidents resulting in injury to or death of persons or damage to property of others arising out of the performance or suits instigated against the Contractor and/or the Town arising out of such accidents shall be reported promptly to the Town Manager or other official designated by the Town Council.

24. **ENGLISH LANGUAGE.** The Contractor shall appoint one or more crew members or supervisors to act as liaison with the Town and emergency service personnel. All liaisons shall be fluent speakers of both English and the Contractor's and/or subcontractor's employees' language(s) and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
25. **TELEPHONE NUMBERS.** The Contractor shall furnish the Town with the name and telephone number of the Contractor or of a representative who can be reached at such number during the business day and an emergency number where a representative can be reached at night or on weekends and holidays.
26. **ACCURATE INFORMATION, ACCOUNTING AND AUDIT.** The Contractor certifies that all information provided in response to the request for proposals or invitation to bid or that will be provided to the Town is true and correct and can be relied upon by the Town in awarding, modifying, accepting services, making payments, or taking any other action with respect to this Contract. Any false or misleading information is a ground for the Town to reject a bid or to terminate this Contract and to pursue any other appropriate remedy. The Contractor certifies that its accounting system conforms to generally-accepted accounting principles, is sufficient to comply with the Contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.
27. **TERMS AND CONDITIONS.** The terms and conditions of this document govern in event of a conflict with any terms of the Contractor's proposal, and are not subject to change by reasons of written or oral statements by the Contractor unless the same are accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
28. **INTERPRETATION.** Any questions concerning conditions and specifications shall be directed in writing to the Town Manager or other official designated by the Town. No interpretation shall be considered binding unless provided in writing by the Town Manager or other authorized official of the Town. The execution of this Contract shall be prima facie evidence that the Contractor thoroughly understands the terms of this Contract.
29. **AUTHORITY OF THE TOWN MANAGER IN DISPUTES.** Any dispute concerning a question of fact arising under this Contract shall be decided by the Town Manager who

shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Contract. The decision of the Town Manager shall be final and conclusive unless an appeal is filed with the Town Council.

30. **ERRORS.** The Contractor shall take no advantage of any error or omission in the specifications. This Contract shall not be construed against either party by virtue of the fact that such party or its agent authored all or any part hereof.
31. **NO LIMITATION OF LIABILITY.** The mention of any specific duty or liability of the Contractor in any part of this Contract shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.
32. **GOVERNING LAW.** This Contract is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract and further consents to venue in Montgomery County, Maryland.
33. **MODIFICATION.** This Contract may be modified only by written instrument signed by both parties hereto.
34. **NOTICES.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for who it was intended if delivered or sent by registered or certified mail to the last address known.
35. **ENTIRE CONTRACT.** This Contract, including the exhibits attached hereto, constitutes the entire Contract between the Town and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises, not contained herein.
36. **SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
37. **NO WAIVER OF RIGHT:** The failure of the Town to enforce any provision of this Contract shall not be construed as a waiver or limitation of the Town's right to subsequently enforce and compel strict compliance with every provision of this Contract.
38. **ENFORCEMENT.** If, at any time, the Contractor is in default of any of its obligations under this Contract, the Town shall be entitled to all expenses, including court costs and reasonable attorneys' fees, incurred in securing the performance of any obligations under this Contract and/or in prosecuting a claim for damages arising from the Contractor's default.
39. **POLITICAL CONTRIBUTIONS.** Contractor is aware of and shall comply with Maryland Code, Election Law Article, Section 14-101, et seq., as amended, which requires every person that enters into a contract with a political subdivision of the State, including the Town, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in

excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Contract under seal, for the purposes of creating a specialty, as of the date first written above.

CONTRACTOR:

By: \_\_\_\_\_ (SEAL)  
(signature)

\_\_\_\_\_  
(print name, title)

TOWN OF SOMERSET

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
\_\_\_\_\_

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**EXHIBIT A: SCOPE OF WORK**

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**EXHIBIT B: SALES TAX EXEMPTION CERTIFICATE**

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