

**TOWN OF GLEN ECHO, MARYLAND
REQUEST FOR BIDS – COLUMBIA AVENUE REPAIRS**

**THE TOWN OF GLEN ECHO
REQUEST FOR BIDS
FOR COLUMBIA AVENUE REPAIRS**

Issued: September 26, 2022

Due: October 25, 2022

**PROPOSALS MUST BE EMAILED TO
townhall@glenecho.org
Attn: Town Manager Elizabeth Stickler**

NO LATER THAN

12 p.m. on October 25, 2022

RFP# 2022-6

TOWN OF GLEN ECHO, MARYLAND
REQUEST FOR BIDS – COLUMBIA AVENUE REPAIRS

I. INTRODUCTION

A. GENERAL INFORMATION

1. The Town of Glen Echo, a municipality in the state of Maryland, is requesting proposals from qualified firms to improve drainage and repave portions of Columbia Avenue, a street in town.

2. **Inquiries.** Any inquiries concerning the Request for Bids should be addressed to Elizabeth Stickler, Town Manager. **Telephone number 301-320-4041.** Email address: townhall@glenecho.org. Should any amendment to the Bid Request Documents be necessary, copies of any amendments will be forwarded to all firms who have received bid package. The Town may distribute copies of this Request for Proposals to firms who have requested copies and to other firms. Distribution to such firms does not imply pre-qualification of such firms.

3. **Number and Form of Submissions.** An electronic pdf copy must be submitted **by 12:00 p.m. on October 25, 2022** at townhall@glenecho.org. Glen Echo reserves the right to reject any or all proposals submitted.

4. **Further Clarifications.** During the evaluation process, the Town reserves the right to request additional information or clarifications from bidders, or to allow correction of errors or omissions. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

5. **Retention of Bids.** The Town reserves the right to retain all bids submitted and to use any ideas in a bid regardless of whether that bid is selected.

6. **Submission of a bid** indicates acceptance by the firm of the conditions contained in this *Request for Bid*. The Request for Bids and the selected firm's bid will be incorporated into the engagement agreement.

7. **Contract Award.** The Contract will be awarded by the Mayor and Council. The award will be made to the qualified bidder who, in the determination of the Town officials, is the lowest responsible bidder, that best meets the needs of the Town.

8. **Engagement letter.** Following the contract award, an engagement agreement between the parties will be executed promptly in the form attached hereto.

9. **Time Frame.** The work needs to be completed in the fall of 2022, weather permitting, otherwise spring 2023.

10. Standards and Guidelines.

Mobilization, Execution and clean-up

Contractor will confer with the Town Manager as to the best location for storage of equipment for the duration of the job and the sequence of work.

Work sites will be cleaned up every night as construction progresses including the removal of

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all mud, grease, soil, gravel, trash, scrap, debris and excess materials that might be unsightly or cause a tripping hazard for workmen or residents. If possible, sidewalks not being repaired will be kept clear.

All construction areas should be properly barricaded with necessary cones and markers and road closures should be well marked in work areas. Whenever possible, work areas should be opened in the evenings to allow residents to get to their homes. Work day should begin at 8 a.m. and end no later than 5 p.m. unless otherwise agreed to. Saturday work days may be possible if it would accelerate the progress on the job.

The Town Manager will work with the contractor to keep residents informed as to the phasing of the job and the timing of various phases of the job.

All routes between the construction site and staging are to be "broom clean" at the end of each day. No debris or items shall be left or discarded on private property.

11. SUBCONTRACTING

Firms which intend to subcontract portions of the engagement must disclose that fact, and the name of the proposed subcontracting firms, in their proposal. Following the award of the paving contract, no additional subcontracting will be allowed without the express prior written consent of the Town.

II. NATURE OF THE SERVICES REQUESTED

A. GENERAL

The Town is soliciting the services of qualified firms to repair paved areas of Columbia Avenue. This would include drainage improvements at Columbia and Yale Aves and repaving at Columbia near Harvard Ave. The repair work is to be performed in accordance with the provisions contained in this Request for Bids 2022-6.

B. SCOPE OF WORK TO BE PERFORMED: See attached design to improve drainage at Columbia Ave at Yale Ave and also to repave portions of Columbia Avenue near Harvard Avenue.

C. BID PROPOSAL SUBMISSION INFORMATION REQUIRED

Each bidder shall include the following information in their bid proposal:

1. References.
2. COI to be provided on engagement.

D. BACKGROUND

The municipality of the Town of Glen Echo is located in Montgomery County, has a population of approximately 273 residents and comprising 96 households (2017 Census).

TERMS AND CONDITIONS

1. Governing Law

**TOWN OF GLEN ECHO, MARYLAND
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Any contract awarded pursuant to this RFP shall be construed in accordance with the laws and regulations of the State of Maryland, and the Town. The Contractor must, without additional cost to the Town, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving such contract, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland, or in the District Court of Maryland for Montgomery County.

2. All work shall be performed in accordance with a **Project Schedule** approved by the Town. Work on any area or phase of the project shall not commence prior to approval by the Town and issuance of written notice to proceed. Work shall not stop for more than seven (7) consecutive calendar days, without the prior approval of the Town. The Town shall inspect ongoing and completed work and the contractor shall, at contractor's sole cost and expense, repair and remedy any work that does not conform to the project specifications and standards, in the discretion of the Town. Before a progress or final payment is made, contractor shall certify in writing that, in accordance with contractual arrangements, suppliers: (1) have been paid from the proceeds of previous progress payments; and (2) will be paid in a timely manner from the proceeds of the progress or final payment currently due.

III. PROPOSAL COST AND RESOURCES

1. Personnel:

Please identify the employee who will be in charge of the project:

2. Experience. State briefly your firm's previous experience.

Name of Firm _____

Address _____

Email Address _____

Telephone _____

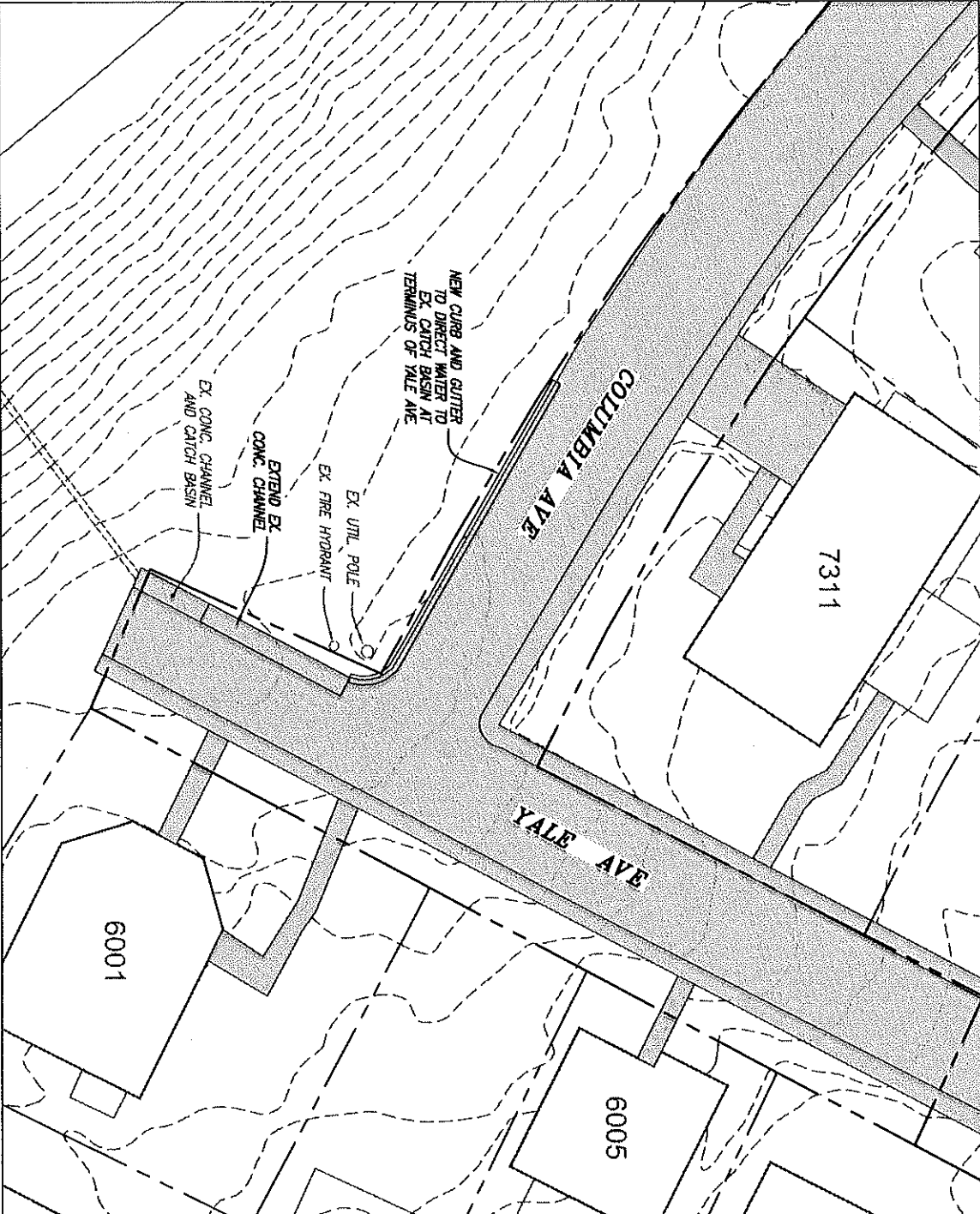
**TOWN OF GLEN ECHO, MARYLAND
REQUEST FOR BIDS – COLUMBIA AVENUE REPAIRS**

Authorized Signature _____

Title _____

Date _____

Submit to: Town of Glen Echo, 6106 Harvard Avenue, Glen Echo, MD 20812 . Attn.: Elizabeth Boa, Town Manager



NOTES

1. Survey is from MNCPPC GIS and does not have the same level of accuracy as field run survey.

OWNER

Town of Glen Echo
 Address:
 6708 Harvard Avenue
 Glen Echo, MD 20812
 Contact:
 Beth Slickler
 Town Manager
 301.320.4041



JULY 12, 2022
 I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the District of Columbia.
 License No. 95878
 Expiration Date 09/30/22

Revision:	Date:

TOWN OF GLEN ECHO, MARYLAND
COLUMBIA ROAD DRAINAGE IMPROVEMENTS

OIP Engineering
 CIVIL ENGINEERING
 LAND PLANNING
 SURVEY
 www.oipengineering.com
 301-949-2011
 11327 Amherst Ave., Suite A, Wheaton, MD 20902

OIP Job #:	2756-A1-2022
Date:	JULY 2022
Sheet:	

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (this "Contract"), effective as of the ____ day of _____, 20__, by and between **the Town of Glen Echo**, a municipal corporation of the State of Maryland, hereinafter referred to as the "Town," and _____, hereinafter referred to as the "Contractor," having an address at _____.

WITNESSETH:

WHEREAS, the Town desires to retain a contractor to provide roadway and drainage improvement construction and rehabilitation 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 a 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 the ____ day of _____, 2022, through the scheduled **completion date** of the ____ day of _____, 2023, 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. 30041983, 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, RECORDS.** 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. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, letters and reports prepared by the Contractor or its subcontractors shall become the property 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 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. All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in Exhibit 1, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the Town, without extra compensation even though said defect may have not been due to any act or neglect of the Contractor.

21. **STANDARDS OF WORK.** Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to insure that the services being performed under this Contract are completed in the best way and 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. **ACCEPTANCE AND PAYMENT.** The Town may inspect (including testing) all items for compliance with specifications and to ensure such items are in satisfactory condition. Should inspection delays occur, the Contractor shall have thereby no claim for damage or extra compensation. Except as provided elsewhere herein, after the work is accepted by the Town, the Contractor shall submit a request for payment. Except as provided herein, payment shall be made within thirty (30) days following receipt of such invoices. Discounts, if any, shall be applicable from the date of the request for payment. Acceptance by the Contractor of final payment shall operate as a release of the Town and every officer and agent thereof, from any and all claims and liabilities to the Contractor for anything done or furnished or relating to the work under this Contract.

23. DELAYS/EXTENSION OF TIME. If the Contractor is delayed in the delivery of the supplies, equipment, or services by any act or neglect of the Town, or any employee of the Town or by a separate contractor employed by the Town, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the Town, the Town shall decide the extent any delay and completion time shall be extended, which shall be for such reasonable time as the Town may decide in its sole discretion. All claims for extensions must be in a written notice sent to the Town within one (1) calendar day after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes itself to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

24. CHANGES IN SCOPE OF WORK. The Town, without invalidating this Contract, may order written changes in the work consisting of additions, deletions, or modifications with the contract sum and time being adjusted accordingly. Costs shall be limited to the following: cost of materials, cost of labor, and additional costs of supervision and field office personnel directly attributable to the change. The cost or credit to the Town from a change in the work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon. Such work must be authorized, in writing, by an authorized official of the Town prior to starting extra work. The Town Manager or other official designated by the Town shall have authority to order minor changes in the work not involving an adjustment to the contract sum or extension of time and not inconsistent with the intent of this Contract. Such changes shall be effected by a written change order.

25. WEEKENDS AND HOLIDAYS. The Contractor shall not be permitted to do any work, which will require the services of any Town employee on Town holidays, Saturdays, or Sundays unless otherwise authorized by the appropriate Town supervisor. In case of an emergency, which requires that work involving the services of a Town employee be done on Saturdays, Sundays, holidays, or longer than eight (8) hours per day, the Contractor may request permission to do so from an authorized official of the Town.

26. 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.

27. INSURANCE.

(a) 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 at least 30 days' prior notice of cancellation to the Town.

(1) 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.

(b) 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. MODIFICATION. This Contract may be modified only by written instrument signed by both parties hereto.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

[signatures on following page]

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 GLEN ECHO

By: _____ (SEAL)

_____, _____

EXHIBIT 1

SCOPE OF WORK

See attached design for drainage improvements on Columbia Avenue and Yale Avenue.

Repave portion of Columbia Avenue near Harvard Avenue including base repairs as needed.

Notice to exempt organizations holding previously-issued exemption certificates

The Maryland Revenue Administration Division is re-issuing sales tax exemption certificates to all organizations which continue to qualify. Your organization's new certificate is attached and is valid effective immediately. Previously issued exemption certificates become invalid on October 1, 1997. Vendors are required to charge tax on sales made on or after October 1, 1997, to any organization which does not present a new certificate at the time of sale.

If your organization deals regularly with certain vendors, we suggest that you contact them before October 1, 1997, so that they can verify that your organization has been issued a new certificate.

The re-issuance of these certificates does not change current procedures for claiming resale exclusions by exempt organizations engaged in purchasing tangible personal property for sale. The sales and use tax registration numbers of licensed vendors have not been changed and the validity of blanket resale certificates bearing these numbers is unaffected.

Additional copies of the exemption certificate may be obtained by organizations with more than one location or chapter, or for other demonstrated cause, by contacting the Legal Section by mail at Revenue Administration Center, Annapolis, Maryland 21411-0001.

State of Maryland
Comptroller of the Treasury
Revenue Administration Division
301 W. Preston Street
Baltimore, Maryland 21201-2383

The attached card is your new exemption certificate which is valid upon receipt. Effective October 1, 1997, exemption certificates issued to governmental entities no longer have an expiration date, thus eliminating the need to renew the certificate. Please read the enclosed Tax Tip and the

State of Maryland Comptroller of the Treasury Sales and Use Tax Exemption Certificate

Account Number 30041983 Duplicate Expiration Date
Name THE TOWN OF GLEN ECHO Governmental
No Expiration Date

6106 HARVARD AVENUE
GLEN ECHO, MD 20812

B. Bid Sheet

Completion of work specified in Technical Specifications:

Project Area	Time to Perform – Completion Deadline	Cost
Columbia at Yale drainage improvements		
Columbia near Harvard paving/base repairs as needed		

Additional services and costs: _____

(attach additional sheets as necessary)

Bidder: _____

Signature: _____

(Print Name, Title)

Date: _____

C. Non-Collusion Affidavit

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 Glen Echo** 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: _____

D. Affidavit of Non-Conviction

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 crime set forth in the Maryland Code, State Finance and Procurement Article, Sections 16-202 and 16-203, as amended, including but not limited to (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 anti-trust 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 Maryland Code; 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 anti-trust 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 Glen Echo** 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, State 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 Glen Echo** 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, as amended, 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 Glen Echo**.

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: _____