

APPENDIX A

SAMPLE CONTRACT

TOWN OF KENSINGTON, MARYLAND

**PARKING MANAGEMENT SERVICES
Consultant Agreement**

THIS CONSULTANT AGREEMENT (the “Agreement”) is effective the ____ day of _____, 2026, (“Effective Date”) by and between the TOWN OF KENSINGTON (the “Town”), a municipal corporation of the State of Maryland, whose address is 3710 Mitchell Street Kensington, MD 20895 and ***** hereinafter referred to as “Consultant,” whose address is *****.

WHEREAS, Consultant desires to act for the Town as an independent consultant to provide traffic engineering and related services in connection with a Town-wide traffic study, and

WHEREAS, the Town desires that Consultant provide such services.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment. The Town hereby engages Consultant, as an independent contractor and not as an agent or employee of the Town, to provide traffic engineering and related services in connection with a Town-wide traffic study, as more particularly described in the Request for Proposals issued by the Town, which is attached as Exhibit A hereto and incorporated by reference and the Proposal from Consultant dated *****, 2026, which is attached as Exhibit B hereto and incorporated by reference (“Project”). Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. Scope of Services. Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all of the work for the Project in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. The following Consultant services, more particularly described in Exhibits A and B, are included as part of this Agreement:

Task 1: Existing Conditions Assessment

A. Parking Inventory

- Conduct comprehensive inventory of all parking facilities in the study area, including Town’s pending acquisition of current M&T parking lot located on Montgomery Avenue

- Map and tabulate on-street public parking spaces, including parking spots designated for persons with disabilities and parking spaces designated for EV charging
- Document off-street parking lots/garages (public and significant private facilities)
- Categorize spaces by type/designation (metered, time-limited, permit-only, ADA, privately-controlled, etc.)
- Document all restrictions and regulations in effect
- Document all designated loading zones, delivery areas, curbside pickup/drop-off locations, and other special use curb areas

B. Supply and Demand Analysis

- Evaluate current parking utilization patterns during peak and off-peak periods
- Meet with Town personnel and representatives of Parking Task Force to understand parking enforcement regime and effectiveness and limitations of current enforcement practices
- Evaluate the effects of anticipated commercial and residential development projects and associated parking demand and delivery activity (using information provided by the Town)
- Collect occupancy and turnover data for weekday midday, evening, and weekend periods
- Consider options for special events that draw in thousands of visitors to the Town commercial center (e.g., Labor Day Parade and Festival, Day of the Book, Car Show)
- Distinguish between short-term (customer/visitor) and long-term (resident/employee/commuter) parking needs
- Identify areas of parking surplus or shortage, using information from the Town about parking “hot spots”
- Identify optimal areas for EV charging infrastructure
- Analyze peak versus off-peak demand town-wide and by sub-area

Deliverable: Existing Conditions Report including inventory database, utilization maps/charts, and findings memorandum, and an analysis of projected parking impacts from both business and residential growth.

Task 2: Parking Policy and Regulation Review

A. Time Limits, Pricing, and Signage Analysis

- Evaluate current regulations in commercial and mixed-use areas
- Assess appropriateness of existing time limits for demand management
- Assess appropriateness of handicapped designated parking
- Consider demand-based pricing strategies where applicable
- Conduct signage audit for clarity, placement, and effectiveness, including parking wayfinding signage
- Identify missing, confusing, or obscured signage
- Recommend optimization of regulations and improved communication strategies

B. Enforcement and Compliance Best Practices

- Recommend enforcement and compliance best practices that will optimize parking turnover and utilization in Town, in keeping with goals outlined in Section 1.2
- Recommend approaches for encouraging compliance
- Use data to inform enforcement strategies

Deliverable: Policy and Regulation Assessment Report with specific recommendations

Task 3: Parking Management Solutions

A. Enhancing Turnover and Utilization

- Develop strategies to encourage healthy turnover in commercial areas
- Optimize time limits based on demand patterns
- Create parking zone designations that encourage optimal use and that encourage walkability and pedestrian and bicycling mobility in town, with designated parking spots for persons with disabilities
- Improve parking distribution through wayfinding and information
- Explore employee parking solutions to free customer spaces
- Design measures to balance utilization across available supply

B. Mobile Payment Systems

- Explore pay-by-phone and mobile payment platforms
- Evaluate leading vendors (Parkmobile, Passport, etc.)
- Assess integration with existing infrastructure
- Assess total cost of operation and revenue projections
- Recommend pilot program approaches for high-demand areas
- Recommend signage and communication strategies for mobile payments

C. Public-Private Partnerships for Off-Street Parking

- Inventory underutilized private parking facilities
- Identify shared parking opportunities with institutions/businesses
- Evaluate availability during complementary time periods
- Develop model agreements for shared parking arrangements
- Recommend priority partnerships with greatest potential
- Address insurance, signage, and enforcement considerations

Deliverable: Parking Management Solutions Report with implementation strategies

Task 4: Public Engagement and Stakeholder Input

A. Engagement Strategy Development

- Create comprehensive stakeholder involvement plan
- Identify key stakeholder groups (residents, businesses, visitors, officials)
- Develop outreach methods and timeline
- Coordinate with Town on communication channels
- Ensure inclusive and well-publicized engagement opportunities

B. Community Meetings and Surveys

- Conduct minimum of two (2) public meetings/workshops
 - Meeting 1: Project kickoff and issue identification
 - Meeting 2: Present preliminary recommendations
- Design and distribute community survey in conjunction with Task Force (online and paper options)
- Facilitate stakeholder focus groups as needed
- Document all feedback received
- Analyze input to identify key themes and priorities
- Demonstrate how community input influenced recommendations

Deliverable: Public Engagement Summary Report

Task 5: Recommendations and Implementation Plan

A. Actionable Policy Recommendations

- Formulate clear, actionable recommendations addressing identified issues
- Cover policy changes, operational improvements, and projected cost estimates
- Justify each recommendation with data analysis and community input
- Balance needs of all stakeholders equitably
- Ensure recommendations are feasible for Town's size and resources
- Detail implementation responsibilities and prerequisites

B. Phased Implementation Roadmap

- Organize recommendations into short-term (0-1 year), medium-term (1-3 years), and long-term (3 - 5 years) strategies
- Prioritize actions for maximum benefit and practicality
- Consider resource constraints and interdependencies
- Identify funding sources and approval requirements
- Provide cost estimates for each recommendation

C. Final Report and Presentation

- Prepare comprehensive final report with executive summary
- Include all analysis, findings, and recommendations

- Provide visual documentation (maps, charts, diagrams)
- Present findings to Parking Task Force and/or Town Council
- Deliver all data files, GIS maps, and supporting materials

Deliverable: Final Parking Analysis and Management Study Report with Implementation Plan

3. Term/Dates of Work. The time for completion of the work is *** days from notice to proceed. The Consultant agrees to commence work under the Agreement within twenty (20) days from notice to proceed or as otherwise agreed by the parties. All work shall be performed pursuant to a project schedule submitted by the Consultant as in Exhibit B and as agreed by the Town. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement.

4. Contract Price. The Town agrees to pay the Consultant, as consideration for the Consultant’s satisfactory performance of all obligations under this Agreement, a sum not to exceed *****which shall include all incidental costs, including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs. The Contract Price is subject to funding. Consultant will bill for services on a percentage of task completed basis. Invoices for payment of services may be submitted on a monthly basis and must be accompanied by a statement of percent completed by task or phase and any other documentation required by the Town. Invoices will be paid after approval by the Town Manager.

Additional services related to this project but not included in the scope of work shall be provided by the Consultant on an as-needed basis as directed by the Town in writing based upon the hourly rates included in Exhibit B or a lump sum fee, as agreed by the parties. Except as noted herein, 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.

5. Contract Documents. This Agreement 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:

Exhibit A Requests for Proposal

Exhibit B Proposal dated ****, from Consultant

Required affidavits and certifications

Project Schedule

In the event of a conflict among the Contract Documents, this wording of this Agreement will prevail.

6. Other Payments; Expenses; Taxes. The Town will not be responsible for any cost or expenses of operation of any kind associated with Consultant’s provision of services pursuant to this Agreement, except as set out herein. Consultant 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 Consultant in connection with the performance of his obligations under this Agreement.

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 Consultant, as an independent Consultant 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 Consultant is deemed not to be an independent Consultant by any local, state or federal governmental agency, Consultant 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.

7. Insurance. Consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Consultant will name the Town of Kensington as an additional insured with an additional insured endorsement for all coverages with the exception of the Workers' Compensation and errors and omissions coverage.

A. Comprehensive General Liability Insurance

1. Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate;
2. Property damage liability insurance with limits of \$500,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage. Automobile fleet insurance \$1,000,000 for each occurrence/ aggregate; property damage - \$500,000 for each occurrence/aggregate.)

C. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of workers' compensation insurance. The Town will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for workers' compensation, in order to defray coverage costs of the Town. This percentage is subject to change. The Consultant will be provided notification of any change. All corporations are required to provide workers' compensation certificates of insurance.

D. Professional Errors and Omissions Coverage. Limits of not less than \$2,000,000 each occurrence/aggregate

Consultant covenants to maintain this insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the Town under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town prior to beginning work.

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

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

The Consultant will covenant to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant 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 sixty (60) days prior written notice by certified mail of any material change, cancellation or non-renewal to the Town.

Updated certificates shall be furnished at least annually and upon renewal of policies. Certificates shall cite the contract number and Project title and location. The Town may, upon written request, demand full certified copies of the insurance policies required under this contract. The required coverage shall be maintained until final completion of the Project as evidenced by final payment to the Consultant.

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

The Consultant shall also furnish to the Town a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the Town.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-VII" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

The Town's review, approval or both of any documents provided or service performed by the Consultant, its subcontractors or anyone for whom they may be responsible will not relieve the Selected Consultant of its responsibilities under the Contract or under applicable law, and the selected Consultant specifically waives any right to assert a claim against the Town because of the Town's review, approval or both of any documents provided or services performed by the Consultant, its subcontractors or anyone for whom they may be responsible.

8. Indemnification. The Consultant shall indemnify and save harmless the Town, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the contract, to the extent caused by the negligent or intentional act or omission on the part of the Consultant, its agents, servants, employees and subconsultants.

9. Licenses, Permits, Applicable Laws. The Consultant will be responsible for obtaining any and all licenses pertaining to performance of its work under the Agreement. All services and materials provided by the Consultant shall conform to all applicable laws and regulations. Consultant shall be responsible for obtaining all necessary permits.

10. Materials and Standard of Work. All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel.

11. Subcontracting. The Consultant may not subcontract any work required under this Agreement without the consent of the Town. The parties recognize that Consultant will be using AptoCoiner as a sub-contractor for processing of the intersection counts and the origin-destination study. If the Consultant wishes to subcontract any other part of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be subcontracted. The Consultant 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.

12. Accurate Information. The Consultant certifies that all information provided in response to the Request for Proposals or other requests for information is true and correct. Any false or misleading information is grounds for the Town to reject the bid and terminate this contract.

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

14. Construction and Legal Effect. This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

15. No Assignment. This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16. Relief. The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Town, and further recognizes that, in such event, monetary damages may be available to the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the Town's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

17. Termination for Default. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant 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, each of which shall constitute a breach of this Agreement. In such event, the Town may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within 24 hours after receipt of notification, the Town may terminate this Agreement. This provision shall not limit the Town in exercising any other rights or remedies it may have.

18. Termination for Convenience. The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when either party 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. Upon termination, the Consultant will transfer to the Town any and all work product paid for prior to the effective date of termination.

19. Notices. All notices shall be sufficient if delivered in person or sent by certified mail or recognized overnight carrier to the parties at the following addresses:

Town:
Matt Hoffman, Town Manager
Town of Kensington
3710 Mitchell Street
Kensington, MD 20895
mjhoffman@tok.md.gov

20. Costs. In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the prevailing party shall be entitled to any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach as awarded by a court of competent jurisdiction.

21. Enforcement Provisions. The failure of the Town or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

22. Governing Law. This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

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

24. Set-Off. In the event that Consultant shall owe an obligation of any type whatsoever to the Town at any time during the term hereof or after termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed by the Consultant against any compensation due the Consultant from the Town.

25. Third Party Beneficiary. This Agreement is entered into solely for the benefit of the Town and the 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.

29. 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**, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

TOWN OF KENSINGTON

By:

Susan Engels, Town Clerk

Tracey Furman, Mayor

WITNESS:

By:

Printed Name:

Title:

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
Town Attorney