



## Public Works Department

# Request for Proposals – Tree Planting

## City of Takoma Park

### Request for Proposals (RFP)

#### Tree Planting for Public Space and Private Property Program

#### 1. General Information

##### 1.1. Introduction

The City of Takoma Park (“City”) is located in the southern part of Montgomery County, Maryland. The City, which covers approximately 2.2 square miles, is primarily residential in character and has a population of approximately 17,000 residents.

##### 1.2 Background Information:

The City prioritizes the maintenance and improvement of its robust urban forest canopy for the provision of ecological services and a desirable landscape. The City plants trees in public space and offers programs for residents to order trees to be planted on their property. The City has a mandate to focus on native tree species for its plantings. Informed species and site selection, high-quality planting stock, and professional tree planting services that meet or exceed industry standards are essential to establishing new trees that will grow to be the City’s future urban forest canopy.

##### 1.3 Objective

Through this contract the City of Takoma Park seeks to plant trees in public space, provide watering services for establishing public space trees, plant trees on private property, and provide consultation services to private property owners to educate them on tree species, site selection, and the value of planting canopy trees. The City seeks to enter into a single contract to include all of these services. Through this contract the City seeks to establish a relationship with a contractor that shares its enthusiasm for cultivating the urban forest and engaging the public around the value of canopy tree planting.

#### 2. Scope of Work

##### 2.1. All Tree Planting

The contractor shall provide all personnel, equipment, tools, tree stock, materials, and supervision necessary to ensure that trees are procured and installed in a professional manner.

##### 2.2. Public Space Tree Planting

The Contractor will procure and install trees on public streets, parks, and other City-owned properties. The City will provide planting locations and species for public space trees to the Contractor in an agreeable format with sufficient lead time for the Contractor’s ordering and scheduling needs. The City targets to plant between 75 and 100 trees in public space per year through this contract.

##### 2.3. Public Space Tree Watering

The Contractor shall provide watering services for trees planted in public space for the first growing season (April through October) following planting.

##### 2.4. Private Property Tree Consultation

Private property owners will apply for tree plantings through the City. The City will then provide the tree planting applications to the Contractor. Upon receiving a private property planting application, the Contractor shall first schedule and conduct a consultation visit to meet with the private property owner to educate the owner about the environmental value of canopy trees, provide guidance on tree species and site selection, and provide education on young tree care in advance of the planting. Promotion of the program and intake of tree planting applications will be conducted by the City. Properties will include



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single-family residences, apartment complexes, condominiums, commercial, institutional, and other private properties.

### 2.5. Private Property Tree Planting

The Contractor will work directly with the private property owner to confirm a tree planting plan and schedule the planting. The Contractor will procure and install the trees. The City targets to plant between 125 and 150 trees on private property per year through this contract. Up to 10 trees per property will be allowed, as long as appropriate spacing between trees is maintained.

## 3. Specification Requirements

### 3.1 Stock

Tree stock will meet the ANSI Z60.1 standard, including but not limited to adequate branching, rootball size, health, structure, and root flare depth. Tree stock will be a minimum of 1.5" caliper and maximum of 3" caliper for single-trunk deciduous trees and a minimum 6 feet tall and maximum of 12 feet tall for multi-trunk and evergreen trees.

### 3.2 Species Selection

Tree species will be selected by the City or private property owner from a list of ten or more native species agreed upon by the City and the Contractor. Only canopy tree species will be offered for private property plantings. Public space locations may utilize a limited number of smaller trees for locations under utility wires. The list of species to be planted through the program will be established by agreement between the City and Contractor in advance of the first planting season, though the list may be adjusted if both the City and the Contractor agree to a change.

### 3.2 Installation

Tree installations will conform to ANSI A300 standards, including but not limited to appropriate planting hole width and depth, appropriate backfilling practice, accurate root flare height relative to site grade, adequate trunk straightness, adequate watering at installation, and appropriate mulch installation. Soil will be hauled away when needed to achieve the appropriate root flare level relative to the site grade. All trees will receive 3 cubic feet of shredded hardwood mulch. All trees will have a 48" tall rigid plastic mesh deer guard (tree guard) installed securely to protect the trunk. The type of deer guard and method for securing it are subject to approval by the City. Trees will receive stakes when necessary to maintain trunk straightness. Stakes will be 2" x 2" hardwood and tie material will be soft and durable woven polypropylene or a similar material that will not girdle the trunk and approved by the City.

### 3.3 Utilities

The Contractor will submit a Miss Utility locate request ticket for every tree planting location with enough lead time to ensure that markings have been made before planting day. The Contractor will coordinate with the property owner to determine the potential presence of non-utility-owned underground pipes and conduit, such as irrigation lines and outdoor electrical circuits.

### 3.4 Time Frame for Tree Planting

Tree installations will only occur between October 15<sup>th</sup> and April 15<sup>th</sup>.

### 3.5 Watering of Public Space Trees

The Contractor shall water Public Space trees for the first growing season (April through October) following planting. Watering will be conducted such that a tree never goes more than two weeks without receiving either 1.25" of rain or a watering visit. The Contractor will provide all equipment needed for watering and will procure the water. Trees will be provided with a minimum of 10 gallons of water per inch of trunk caliper during each watering visit. Care will be taken to ensure that all water soaks into the root zone of



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the tree. A watering bag may be used if desired but is not required. If a watering bag is used, it shall be set to release all water to the soil within 24 hours.

### 3.6 Private Property Consultations

For private property trees, the Contractor will provide an on-site consultation with the property owner to cover the following topics:

- Education about the value of canopy trees
- Education about the specific qualities and characteristics of the tree species options
- Recommendations for planting locations and species.
- Education about basic tree care recommendations.

The City will work with the Contractor to approve the specific content to be administered at the consultation. Planting locations and any other information necessary to coordinate and conduct the tree planting will be documented by the Contractor at this visit. The consultation should be expected to last approximately 30 minutes.

### 3.7 Private Property Planting Plans

The private property planting plans the Contractor creates in coordination with the property owner will conform to industry best practices and will consider the appropriate species and best planting locations for the sun light available, soil conditions, slope, proximity to overhead and underground utilities, proximity to pavement, proximity to buildings and structures, proximity to other trees and landscape elements, aesthetic considerations, and other property owner preferences.

### 3.8 Reporting

The Contractor will report back to the City on tree plantings after they are conducted. For public space plantings, the report will be provided within a week of planting being completed for the season and will include verification that all plantings went according to plan, the date each tree was planted, and any details on required adjustments to species or location approved by the City that may have been necessary. For private property plantings, the report will include a spreadsheet listing each tree planted and the details associated with the planting. The Contractor will also provide a record of the location of the private property tree, which may be latitude-longitude coordinates, a map of the property with the location, and/or an accurate written description.

## 4. Miscellaneous Requirements:

No gas-powered leaf blowers are to be used by the contractor for this contract, in observation of Takoma Park City Council Resolution No. 2011-2

## 5. Hours of Work and Scheduling

Hours of work shall be between 7:30 and 5:00 Monday through Friday. For Public Space Trees, the contractor will provide at least four weeks' notice of the intended planting dates. For Private Property Trees, the Contractor will coordinate directly with the property owner to schedule mutually agreeable dates for consultations and plantings.

## 6. Invoice Payment

The City will make payment within 30 days of receipt of invoice. Contractor shall submit an invoice following each Spring and Fall planting season. Invoices are preferred to be sent by email.

## 7. General Standards

### 7.1. Guarantee and Replacement

Contractor shall replace, at no additional cost to the City, any tree that dies within 1 year of the date of installation.



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### 7.2 Contractor Responsibilities

The contractor shall be fully responsible for compliance with all State, County, and City environmental and occupational safety laws and regulations. The Contractor shall provide all employees with proper PPE when required by Federal, State and local regulations.

Contractor will provide staff able to perform work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices regarding safety, tree care, and tree installation. The Contractor will provide cellphone numbers for the foreman of the planting crew and any staff involved in managing plantings.

The Contractor's staff conducting the plantings shall present themselves in a clean and professional manner consistent with typical professional landscaping companies. Vehicles and equipment to be used shall be in good working order and shall be clearly branded with the Contractor's company name and logo. The staff shall wear a professional uniform that includes the name and logo of the Contractor's company.

### 7.2 Subcontracting

The contractor shall not subcontract any part of this work without the City's prior written approval.

### 8. Performance

Failures to perform the required services as indicated in the specifications herein constitute a deficiency. All work will be regularly inspected by the City and any deficiencies will be reported in writing to the contractor. The City will make the sole determination as to the existence of a deficiency in performance. Corrective action by the contractor shall be taken promptly and the work satisfactorily accomplished at no increase in the contract amount.

If the Contractor fails to promptly perform the services in conformity with the contract requirements or to take the necessary action to ensure future performance in conformity with contract requirements, the City may terminate the contract for cause.

### 10. Term of the Contract:

The City requests services for a two-year period, with possibility of extension for two additional one-year periods.

### 11. Proposal Submittal Instructions:

Inquiries may be made to the Urban Forest Manager via email at [Martyf@TakomaParkMD.gov](mailto:Martyf@TakomaParkMD.gov)

**11.1** Proposals will be accepted starting June 21<sup>st</sup>, 2022

**11.2** Proposals are due by 11:59 p.m. on July 12<sup>th</sup>, 2022.

**11.2** Proposal packages should be submitted via hardcopy to 31 Oswego Ave, Silver Spring, MD 20910 or electronically to [Martyf@TakomaParkMD.gov](mailto:Martyf@TakomaParkMD.gov)

#### 11.3 Proposal Package

Contractors must submit the following items with their proposal package

- 1) A company profile, including number of years in business, type of operation, and number of employees
- 2) A list of key staff who will be directly or indirectly involved in the contract and their roles, including any certifications relevant to the requirements
- 3) References of current/past clients
- 4) Proposal Response Form (Appendix A)



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- 5) Qualification and Certification Statement (Appendix B)
- 6) A completed Certification of Non-Involvement in the Nuclear Weapons Industry (Appendix C)
- 7) A completed Living Wage Requirements Certification (Appendix D)
- 8) Proof of insurance

## 11.4 Confidentiality

Proposals will be available for public inspection after the award announcement, except as to the extent that a Respondent Firm designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Firm’s designation of material as confidential will not necessarily be conclusive, and the Firm may be required to provide justification why such material should not be disclosed, on request, under the Maryland Public Information Act, Maryland Code, General Provisions Article § 4-101, *et seq.*

## 11.5 Proposal Expenses

The City is not responsible for expenses incurred by Contractor in preparing and submitting proposals.

## 11.6 Rejection of Proposals

The City reserves the right to reject any and all proposals in part or as a whole, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

## 11.7 Duration of Prices

The price proposal submitted by the Contractor is irrevocable for a period of 90 days from the proposal due date.

## 11.8 Acceptance of Terms and Conditions

By submitting a proposal, a Contractor accepts the terms and conditions set forth in this RFP.

## 11.9 Procurement Law

This RFP and any contract entered into as a result of this RFP are governed by City of Takoma Park Code, Title 7, Division 1 (Purchasing).

## 12. Basis of Award/Evaluation Criteria:

**Proposals will be evaluated and ranked based on the following criteria, listed in order of importance:**

1. Provides services at a value to the City: Cost
2. Demonstrates experience and qualifications specific to commercial-grade tree planting and tree care
3. Demonstrates experience and qualifications in providing property owner consultations on tree planting design, tree care instruction, and education about the environmental and social value of canopy trees
4. Is likely to carry out the requirements at an acceptable level of performance
5. Client References

## 13. General Conditions

Please see Appendix E, Contract Template for additional terms and conditions that will be included in any contract resulting from this RFP.

## Appendices:



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- A. Proposal Response Form
- B. Qualification and Certification Statement
- C. Certification of Non-Involvement in the Nuclear Weapons Industry
- D. Living Wage Certification
- E. Example of City of Takoma Contract Template

Proposal Response Form

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Price Proposal for the services identified in the 'Request for Proposals: Tree Planting for Public Space and Private Property Program' are as follows:

1. **Public Space Tree Planting**  
(Unit Price per tree, including  
1<sup>st</sup> year establishment watering  
and other terms per RFP Scope of Work  
and Specification Requirements)      \$ \_\_\_\_\_

2. **Private Property Tree Planting**  
(Unit price per tree, including  
on-site consultation and other  
terms per RFP Scope of Work and  
Specification Requirements)      \$ \_\_\_\_\_

**QUALIFICATION AND CERTIFICATION STATEMENT**

**NAME OF ENTITY** \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax: \_\_\_\_\_

Web Site: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE**

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

Title: \_\_\_\_\_

\_\_\_\_\_

Telephone Number (office and cell): \_\_\_\_\_

E-Mail: \_\_\_\_\_

**ORGANIZATIONAL STRUCTURE**

Identify the legal structure of the entity responding to the Request for Proposals and include requested information with this submission.

\_\_\_\_\_ A.1. A corporation incorporated under the laws of the State of Maryland, and in good standing to do business in the State of Maryland.

\_\_\_\_\_ A.2. List the name of the corporation and the names and titles of the corporation's directors and officers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ B.1. A corporation incorporated under the laws (insert jurisdiction) \_\_\_\_\_

\_\_\_\_\_ B.2. The foreign corporation is registered or qualified and in good standing to do business in the State of Maryland.



\_\_\_\_ B.3. List the name of the corporation and the names and titles of the corporation's directors and officers

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\_\_\_\_ C. A sole proprietor doing business under his/her individual name. Individual name:

\_\_\_\_ D. A sole proprietor doing business under a trade or business name (for example, John Doe t/a Doe Masonry). List individual name and the trade or business name: \_\_\_\_\_

\_\_\_\_ E. A partnership. List the type of partnership and the names of all general partners:

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\_\_\_\_ F.1. A limited liability company organized under the laws of the State of Maryland and authorized and in good standing to do business in the State of Maryland.

\_\_\_\_ F.2 List the limited liability company name and the names of all members:

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\_\_\_\_ G.1 A limited liability company organized under the laws of \_\_\_\_\_  
(insert jurisdiction name).

\_\_\_\_ G.2. The foreign limited liability company is authorized and in good standing to do business in the State of Maryland.

\_\_\_\_ G.3. List the foreign limited liability company name and the names of all members:

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\_\_\_\_ H. Other (explain):

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**CERTIFICATION**

The undersigned proposes to furnish and deliver all labor, supplies, material, equipment, or services in accordance with specifications and stipulations contained in the Invitation for Bids or the Request for Proposals for the prices listed on the enclosed Price Proposal Sheet, if any, and/or upon the terms and conditions set forth in the proposal.

The undersigned certifies that this bid/proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation submitting a bid or proposal for the same labor, supplies, material, equipment, or services and is, in all respects fair and without collusion or fraud. The undersigned further certifies that he/she is authorized to sign for the Firm.

Name (print name) \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF TAKOMA PARK, MARYLAND  
CERTIFICATION OF NON-INVOLVEMENT IN THE  
NUCLEAR WEAPONS INDUSTRY**

KNOW ALL PERSONS BY THESE PRESENTS:

Pursuant to the requirements of Chapter 14.04 of the Takoma Park Code, the Takoma Park Nuclear Free Zone Act, the undersigned person, firm, corporation, limited liability company or entity hereby certifies that he/she/it is not knowingly or intentionally a nuclear weapons producer.

Note: The following definitions apply to this certification per Section 14.04.090:

“Nuclear weapons producer” is any person, firm, corporation, facility, parent or subsidiary thereof or agency of the federal government engaged in the production of nuclear weapons or its components.

“Production of nuclear weapons” includes the knowing or intentional research, design, development, testing, manufacture, evaluation, maintenance, storage, transportation or disposal of nuclear weapons or their components.

“Nuclear weapon” is any device the sole purpose of which is the destruction of human life and property by an explosion resulting from the energy released by a fission or fusion reaction involving atomic nuclei.

“Component of a nuclear weapon” is any device, radioactive substance or nonradioactive substance designed knowingly and intentionally to contribute to the operation, launch, guidance, delivery or detonation of a nuclear weapon.

IN WITNESS WHEREOF, the undersigned has signed this Certification this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor Name: \_\_\_\_\_

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

Signature

\_\_\_\_\_  
Print Name & Title

State of \_\_\_\_\_, County of \_\_\_\_\_:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**LIVING WAGE REQUIREMENTS CERTIFICATION**

**(Takoma Park Code, section  
7.08.170.B)**

Business Name:

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Address:

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City, State, Zip Code:

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Phone Number: \_\_\_\_\_ Fax Number:

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E-Mail:

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Please specify the contact name and information of the individual designated by your business to monitor your compliance with the City's living wage requirements, unless exempt under Section 7.08.160 and/or Section 7.08180(F) (see item B below):

Contact Name:

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Title:

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Phone Number: \_\_\_\_\_ Fax Number:

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E-Mail:

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**CHECK ALL APPROPRIATE LINES BELOW THAT APPLY IN THE EVENT THAT YOU ARE AWARDED THE CONTRACT AND BECOME A CONTRACTOR.**

**A. Living Wage Requirements Compliance**

\_\_\_\_\_ This Contractor as a “covered employer” will comply with the requirements of the City of Takoma Park Living Wage Law (*Takoma Park Code*, Section 7.08.150 *et. seq.*, amended by Ordinance No. 2021-36). Contractor and its subcontractors will pay all employees who are not exempt from the wage requirements and who perform measurable work for the City related to any contract for services with the City, the living wage requirements in effect at the time of the City contract. The bid price submitted under this procurement solicitation includes sufficient funds to meet the living wage requirements.

**B. Exemption Status (if applicable)**

This Contractor is exempt from the living wage requirements because it is:

\_\_\_\_\_ The total value of the contract for services (based on the bid or proposal being submitted under this procurement solicitation) is less than \$20,000.00.

\_\_\_\_\_ A public entity.

\_\_\_\_\_ A nonprofit organization that has qualified for an exemption from federal income taxes under Section 501c(3) of the Internal Revenue Code.

\_\_\_\_\_ A contract procured through an emergency procurement, sole source procurement, or cooperative procurement.

\_\_\_\_\_ A contract for electricity, telephone, cable television, water, sewer or similar service delivered by a regulated public utility.

\_\_\_\_\_ A contract for the purchase or lease of goods, equipment or vehicles.

\_\_\_\_\_ A contractor who is prohibited from complying with the City’s living wage requirements by the terms of an applicable federal or state program, contract, or grant requirement. **(Must specify the law and/or furnish a copy of the contract or grant.)**

C. Living Wage Requirements Reduction.

\_\_\_\_\_ This Contractor provides health insurance to the employees who will provide services to the City under the City contract and it desires to reduce its hourly rate paid under the living wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. This Contractor certifies that the per employee hourly cost of the employer's share of the premium for that health insurance is \$\_\_.

**(Must submit supporting documentation showing the employee labor category of all employee(s) who will perform measurable work under the City contract, the hourly wage the Contractor pays for that employee labor category, the name of the health insurance provider and plan name, and the employer's share of the monthly health insurance premium.)**

**Contractor Certification and Signature**

Contractor submits this certification in accordance with *Takoma Park Code* section 7.08.170.B. Contractor certifies, under penalties of perjury, that all of the statements and representations made in this Living Wage Requirements Certification are true and correct. Contractor and any of its subcontractors that perform services under the resultant contract with the City of Takoma Park will comply with all applicable requirements of the City's living wage law.

Authorized corporate, partner,  
member or proprietor signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title of authorized person: \_\_\_\_\_

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

CONTRACT FOR \_\_\_\_\_

[CONTRACTOR]  
CITY OF TAKOMA PARK, MARYLAND

**THIS AGREEMENT**, hereinafter referred to as “Agreement,” is made this \_\_\_\_ day of \_\_\_\_\_ 202\_\_, by and between the **CITY OF TAKOMA PARK**, a municipal corporation of the State of Maryland, located at , 7500 Maple Avenue, Takoma Park, MD 20912, hereinafter referred to as “the City,” and **[CONTRACTOR]**, a [description of Contractor’s type of business] located at \_\_\_\_\_, hereinafter referred to as “Contractor,” and both collectively referred to hereinafter as “the Parties.”

**RECITALS**

**WHEREAS**, [Insert multiple **WHEREAS** clauses providing the factual background underlying the Agreement, including any City solicitation of bids/proposals].

**WHEREAS**, the City desires to retain Contractor to assist it in [insert a description of the activities required], hereinafter referred to as the “Project;” and

**WHEREAS**, the Mayor and City Council, by enacting Ordinance No. 202\_\_, have authorized the City Manager to enter into this Agreement in pursuit of the Project. [This **WHEREAS** clause may be removed if the Council is not required to authorize the Agreement, under Chapter 7.04 of the Takoma Park Code.]

**TERMS**

**NOW, THEREFORE**, in consideration of the mutual promises of the Parties, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. SCOPE OF SERVICES**

**1.1.** During the term of this Agreement, Contractor agrees that it will have the following responsibilities with respect to the Project:

**1.1.1.** [Insert subsections concerning the activities required under the Project]

**1.2.** The Project shall also include all other work as reasonably and additionally required by the City and agreed to by Contractor. Any such work shall be reduced to written form and will require the Parties to execute a modification to this Agreement as set forth in Section 5 of this Agreement.

**SECTION 2. PERIOD OF PERFORMANCE**

2.1. The effective term for this Agreement is for \_\_\_\_\_, commencing upon the execution of this Agreement.

2.2. By agreement of the Parties, this Agreement may be renewed or extended for up to \_\_\_\_\_ (\_\_\_\_) additional one-year terms following the expiration of the initial term of this Agreement. Continuation of Contractor's performance under this Agreement beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this Agreement. If funds are not appropriated and encumbered to support continued Contractor's performance in a subsequent fiscal period, Contractor's performance must end, without further cost to the City, upon the receipt of notice from the City. Contractor acknowledges that the City Manager has no obligation to recommend, and the City Council has no obligation to appropriate, funds for this Agreement in subsequent fiscal years. Furthermore, the City has no obligation to encumber funds to this Agreement in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, Contractor must not undertake any performance under this Agreement until Contractor receives a purchase order or contract amendment from the City that authorizes Contractor to perform work for any subsequent term of this Agreement. **[Only retain this clause if renewal or extension is permitted.]**

2.3. Contractor agrees to perform all services required by this Agreement, including any modifications agreed to by the Parties, as expeditiously as is consistent with good professional skill and best industry practice.

2.4. Time is of the essence and a critical factor in the successful execution of the terms of this Agreement.

2.5. Contractor must not commence work under this Agreement until all conditions for commencement are met, including execution of this Agreement by the Parties, compliance with insurance requirements, and the issuance of any required notice to proceed.

### SECTION 3. FEE FOR SERVICES

3.1. In exchange for these good and valuable services, Contractor will receive a fee not to exceed the amount of \_\_\_\_\_ (\$\_\_\_\_\_). The Parties may agree to an equitable adjustment of this fee as set forth in Section 5 of this Agreement.

3.2. The compensation due to Contractor under this Agreement shall not, in any event, exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). **[Insert this provision if the Contract is not for a set amount or is for hourly or tasked-based compensation]**

3.3. The City agrees to pay the fee contemplated in Subsection 3.1 to Contractor in \_\_\_\_\_ monthly installments in the amount of \_\_\_\_\_ (\$\_\_\_\_\_ ) per installment. The first monthly installment shall be paid one (1) month after the execution of this Agreement. **[Omit this provision if the payment structure under the Agreement is for a lump sum or does not call for monthly installments.]**



**3.4.** The City agrees to pay the fee contemplated in Subsection 3.1 to Contractor in a lump sum, after receiving an invoice from Contractor, and to pay said invoice within \_\_\_\_ days of receipt. **[Remove if the pay structure of the Agreement is not for a lump sum]**

**3.5.** Contractor shall submit invoices to the City on a monthly basis. Invoices shall be based on time expended by Contractor to complete the tasks required under this Agreement. Invoices shall include the name of the assignment; a detailed description of the services provided; the results of the services; recommendations for future actions; the date; and the amount of time expended in providing the services. Payment will be made to Contractor within thirty (30) calendar days after the City's receipt of an invoice in a form deemed acceptable by the City. Payment will be contingent upon the City's verification that the work has been satisfactorily performed as determined by the City in its reasonable discretion. The City reserves the right to verify and approve the work represented by the invoice prior to payment of the invoice. **[Retain this provision if Section 3.3 will be utilized; omit it if an alternative payment structure is utilized.]**

**3.6.** No payment by the City may be made, or is due, under this Agreement, unless funds for the payment have been appropriated and encumbered by the City.

#### **SECTION 4. PRIORITY OF DOCUMENTS**

**4.1.** The terms and conditions of this Agreement supersede any prior proposals or agreements.

**4.2.** The following documents are incorporated herein by reference into and made a part of this Agreement and are enumerated herein in the order of their legal precedence in the event of a conflict in their terms: (i) \_\_\_\_\_; (ii) \_\_\_\_\_; (iii) \_\_\_\_\_; and (iv) \_\_\_\_\_. In the event of a conflict in language between this Agreement and any of said documents, the terms of this Agreement shall control.

#### **SECTION 5. CHANGES**

**5.1.** Within the general scope of services, the City may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of this Agreement. In such cases, this Agreement will be modified to reflect any time or money adjustment Contractor is entitled to receive. Contractor shall not proceed with these changes (either additions or deletions) without a change order or amendment being signed by both the City and Contractor and an order or amendment stating, as applicable, the change in the work and an estimate of the time and/or cost involved in the change.

**5.2.** Any claim of Contractor for an adjustment in time or money due to change must be made in writing within thirty (30) days from the date the City notified Contractor of the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under Section 11 of this Agreement. Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this Section.

5.3. The amount of any adjustment to this Agreement under this Section shall be a negotiated cost and fee.

5.4. This Agreement may only be amended or modified by a writing signed by the Parties.

**SECTION 6. NOTICES**

6.1. Any required notices or other communications under this Agreement shall be in writing and personally delivered, mailed, delivered by a reputable overnight delivery service, or emailed. Notice via email may be considered official notice only if the receiving party acknowledges receipt via return email or email read receipt. Notices shall be addressed as follows:

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

If to the City: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

6.2 Either party may change the person or address for notices by written notice to the other party. Notices shall be deemed given when received or three business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, FedEx or UPS Next Day Delivery). For notices by email, the notice shall be deemed given on the day the recipient acknowledges receipt of the notice via return email or email read receipt. Rejection or other refusal to accept or inability to deliver because of changed address, of which no Notice has been given, shall constitute receipt of the Notice.

**SECTION 7. CONTRACT ADMINISTRATION**

7.1. For Contractor. \_\_\_\_\_ is Contractor's Authorized Representative for this Agreement. Contractor's Authorized Representative shall act on behalf of Contractor on all matters pertaining to this Agreement. All matters and correspondence to Contractor pertaining to this Agreement shall be directed to the attention of Contractor's Authorized Representative. Contractor's Authorized Representative shall not be changed without prior written notice to and the agreement of the City.

7.2. For the City. \_\_\_\_\_, is the City Manager's designee for purposes of this Agreement and shall act as the Contract Administrator in connection with this Agreement. The City's Contract Administrator may be changed at any time or from time

to time by written notice to Contractor. The City's Contract Administrator is not authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in the language of this Agreement, or waive any of the City's rights hereunder. The City's Contract Administrator is authorized to:

- 7.2.1. Serve as liaison between the City and Contractor;
- 7.2.2. Give direction to Contractor to ensure satisfactory and complete performance;
- 7.2.3. Monitor and inspect Contractor's performance to ensure acceptable timeliness and quality;
- 7.2.4. Serve as records custodian for this Agreement, including wage and prevailing wage requirements;
- 7.2.5. Accept or reject Contractor's performance;
- 7.2.6. Furnish timely written notice of Contractor's performance failures to the City Council, City Manager, and/or City Attorney, as appropriate;
- 7.2.7. Approve or reject invoices for payment;
- 7.2.8. Recommend modifications or terminations of this Agreement; and
- 7.2.9. Issue notices to proceed and task and purchase orders.

## SECTION 8. TERMINATION

8.1. This Agreement may be terminated by the City, in whole or in part, upon written notice to Contractor, when the City determines that such termination is in its best interest. A termination for convenience is effective on the date specified in the City's written notice or, if the notice does not specify an effective date, then five (5) days after notice of termination is given by the City. Termination for convenience may entitle Contractor to payment for reasonable costs allocable to this Agreement for work or costs incurred by Contractor up to the date of termination. Contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under this Agreement.

8.2. In the event of any of the circumstances set forth below, hereinafter referred to as "Default," the City may terminate the Agreement, in whole or in part, and from time to time:

- 8.2.1. Any fraudulent representation in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; and

**8.2.2.** Non-performance, incomplete service or performance, failure to make satisfactory progress in the prosecution of this Agreement, failure to satisfactorily perform any part of the work required under this Agreement or to comply with any provision of this Agreement, as determined by the City's Contract Administrator in his or her sole discretion, including:

**8.2.2.1.** Failing to commence work when notified.

**8.2.2.2.** Abandoning the work. Visual inspection by the City's Contract Administrator will serve as evidence of abandonment.

**8.2.2.3.** Subcontracting any part of work without the City's prior approval.

**8.2.2.4.** Receiving two written warnings of unsatisfactory or incomplete work or any other violation of the terms of this Agreement.

**8.2.2.5.** Failing to adhere to the required specifications for the work required under this Agreement.

**8.2.3** Contractor, or any partner, member, principal or officer of Contractor, being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

**8.2.4** Contractor being adjudged bankrupt or making a general assignment for the benefit of creditor or if a receiver shall be appointed on account of Contractor's insolvency.

**8.2.5** Failure to adhere to the terms of applicable city, county, state, and federal laws, ordinances, regulations, or stated public policy pertaining to the subject matter and performance of this Agreement, including but not limited to the following: the payment of all applicable taxes and withholding, compliance with equal opportunity employment and labor laws, and/or failure to obtain and/or comply with the terms and conditions of any required permits.

**8.3.** In the event of a Default, the City shall provide Contractor with a written notice to cure the Default. The termination for Default is effective on the date specified in the City's written notice. However, if the City determines that Default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the City may terminate this Agreement immediately upon issuing oral or written notice to Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or this Agreement, Contractor must compensate the City for additional costs that foreseeably would be incurred by the City, whether the costs are actually incurred or not, to obtain substitute performance.

**8.4.** Notice of any termination must be in writing, state the reason or reasons for the termination, and specify the effective date of the termination.

**8.5.** In the event of termination under Subsections 8.1 or 8.2, Contractor consents to the City's selection of another contractor of the City's choice to assist the City in any way in completing the Project. Contractor further agrees to cooperate and provide any information requested by the City in connection with the completion of the Project, including assignment of any contracting rights the City may require. Contractor consents to and authorizes the making of any reasonable changes to the design of the Project by the City and such other contractor as the City may desire.

**8.6.** Any termination of this Agreement for cause that is later deemed to be unjustified shall be deemed a termination for convenience under Subsection 8.1.

## **SECTION 9. CERTIFICATIONS OF CONSULTANT**

**9.1.** Contractor, and the individual executing this Agreement on Contractor's behalf, warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on making this Agreement.

**9.2.** Contractor and the City represent and warrant that: (a) they have the full right and authority to enter into, execute, and perform the obligations required under this Agreement and that no pending or threatened claim or litigation known by them would have a material adverse impact on their ability to perform as required under this Agreement; (b) they have accurately identified themselves and have not provided any inaccurate information about themselves or the Project; and (c) they are entities authorized under the laws of the State of Maryland to do business within the State.

**9.3.** Contractor certifies that it is not now, and shall not so long as this Agreement remains in effect, engage in the development, research, testing, evaluation, production, maintenance, storage, transportation, and/or disposal of nuclear weapons or their components, or the sale of merchandise produced by companies so involved. Contractor's Certification of Non-Involvement in the Nuclear Weapons Industry is attached hereto and incorporated herein as part of this Agreement.

**9.4.** This Agreement is subject to the living wage requirements under *The City of Takoma Park Code*, hereinafter referred to as the "Code," Sections 7.08.150–7.08.210. Contractor and any subcontractor retained or employed on Contractor's behalf agree to pay each employee assigned to perform services under this Agreement a living wage, subject to exemptions from coverage for particular contracts set forth in Code Section 7.08.160 and for particular employees as set forth in Code Section 7.08.180(F). The current living wage is Fifteen US Dollars and Forty Cents (\$15.40) per hour through June 30, 2022. The living wage rate is

adjusted on July 1st of each year to reflect the most current Montgomery County living wage rate and said adjustments shall be applicable to this Agreement unless otherwise exempt. Contractor's Living Wage Requirements Certification is attached hereto and incorporated herein as part of this Agreement.

**9.5.** Contractor warrants and represents: that it is the sole entity, directly or indirectly, interested in compensation for the delivery of the services and work product awarded, and to be performed under this Agreement; that any proposal upon which this Agreement was based was made without any connection with or common interest in the profits with any undisclosed persons or entity; that this Agreement is fair and made without collusion or fraud; that no employee or official of the City is directly or indirectly interested therein; that none of its officers, directors, or partners or employees directly involved in obtaining contracts or performing any part of the work required under this Agreement has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

**9.6.** Contractor agrees to comply with all applicable City, county, state, and federal laws and regulations regarding employment discrimination. Contractor assures the City that it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, disability, sexual orientation, and gender identity.

**9.7.** Contractor certifies that all information Contractor has provided or will provide to the City is true and correct and can be relied upon by the City in awarding, modifying, making payments, or taking any other action with respect to this Agreement including resolving claims and disputes. Any false or misleading information is a ground for the City to terminate this Agreement for cause and to pursue any other appropriate remedy. Contractor certifies that Contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with Contractor's budgetary and financial obligations and is sufficient to produce reliable financial information.

## **SECTION 10. INDEMNIFICATION**

**10.1.** Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) arising out of, incident to, or caused by reason of Contractor's negligence, malfeasance or failure to perform any contractual obligations. Contractor must indemnify and hold the City harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, arising out of, incident to, or caused by Contractor's negligence, malfeasance or failure to perform any of its contractual obligations. If requested by the City, Contractor must defend the City in any action or suit brought against the City arising out of Contractor's negligence, errors, acts or omissions under this Agreement. The negligence or malfeasance of any agent, subcontractor or employee of Contractor is deemed to be the negligence or malfeasance of

Contractor. For the purposes of this Subsection, City includes its commissions, departments, agencies, agents, officials, and employees.

**10.2.** If Contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then Contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the City in any approval, authorization, or license related to its use; and indemnify and hold harmless the City related to Contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, Contractor must protect, indemnify, and hold harmless the City from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the City, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this Agreement or the performance by Contractor of any of its activities or obligations under this Agreement.

**10.3.** Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of any claim made by third parties against Contractor or any subcontractor regarding the services and work provided to the City under this Agreement. Contractor shall provide the City copies of all claims, notices of claims, and all pleadings and motions filed therein as the matter progresses. This Section 10 shall survive termination of this Agreement for a period of three (3) years and six (6) months after the termination date.

## **SECTION 11. DISPUTES**

**11.1.** Any dispute arising under this Agreement which is not resolved by an agreement between the Parties shall be decided by the City Manager, after reasonable opportunity is provided for the Parties to provide written documentation supporting their position. Pending final resolution of a dispute, except for a termination of this Agreement by the City, Contractor must proceed diligently with performance under this Agreement. A claim must be in writing, for specific relief, or for a sum certain if the claim is for money, and any requested money or other relief must be fully supported by all relevant calculations, including cost and pricing information, records, and other information.

**11.2.** A decision by the City Manager or his or her designee under the dispute procedure set forth in this Section shall be a condition precedent to suit being filed by any party. For purposes of any litigation involving this Agreement, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland sitting in Montgomery County.

## SECTION 12. INSURANCE

**12.1.** Contractor shall obtain and maintain liability insurance coverage at Contractor's own expense. Contractor shall, within thirty (30) days of the execution of this Agreement, file with the City Manager, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance coverage as set forth more fully herein below with a deductible no greater than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), except as specified in Subsection 12.1.3. Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this Certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after notice to: 'City Manager, City of Takoma Park, 7500 Maple Avenue, Takoma Park, MD 20912.'"

Contractor shall, throughout the term of this Agreement, maintain commercial general liability insurance, automobile liability insurance, professional liability insurance, and workers' compensation insurance in the following amounts and shall submit an insurance certificate, as set forth above, as proof of coverage prior to the final approval of this Agreement:

- 12.1.1.** Commercial general liability insurance with a minimum combined single limit of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for bodily injury and property damage per occurrence including contractual liability, premises and operations, and independent contractors and products liability.
- 12.1.2.** Automobile liability insurance with coverage for bodily injury of at least \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per person, at least \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per occurrence, and coverage for property damage of at least \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per occurrence.
- 12.1.3.** Professional liability insurance with coverage for errors, omissions, and negligent acts, with a maximum deductible of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), of at least \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per claim in the aggregate within one year of such errors, omissions, or negligent acts being discovered. **[This provision may be omitted if the agreement is not for professional services.]**
- 12.1.4.** Workers' compensation insurance with coverage limits of at least \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per bodily injury by accident and coverage for disease of at least \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per employee and at least \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the aggregate.



**12.1.5.** Cyber liability insurance in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per claim and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the aggregate. **[This provision may be omitted, depending on the nature of services.]**

**12.2.** All policies of insurances shall be underwritten by companies licensed to do business in the State of Maryland.

**12.3.** The City is not responsible for any damage or loss of property or materials stored on or within facilities owned by the City. Contractor shall provide necessary insurance coverage for such losses or shall assume full risk for replacement cost for its own property or materials and that owned by its subcontractors.

**12.4.** Contractor shall assure that all subcontractors carry identical coverage as required by this Section 12, either individually or as an additional insured on Contractor's policies. Exceptions may be made only with the written approval of the City.

### **SECTION 13. SET OFF**

**13.1.** In the event that Contractor shall owe an obligation of any type whatsoever to the City at any time during the term of this Agreement, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed to Contractor against any compensation due to Contractor for the provision of goods and services covered by the terms of this Agreement.

### **SECTION 14. APPLICABLE LAW**

**14.1.** The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Montgomery County, and the Parties expressly consent to the jurisdiction thereof and waive any right that they have or may have to bring such elsewhere.

### **SECTION 15. RECORD AND AUDIT**

**15.1.** Contractor shall maintain books, records, documents, and other evidence directly pertinent to costs, estimates and performance under this Agreement or required under any federal, state, or local rule or regulation, in accordance with accepted professional practice, appropriate accounting procedures, and practices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. Contractor will provide proper facilities for such access and inspection.

**15.2.** Records referred to under Subsection 15.1 shall be maintained and made available during performance under this Agreement and until six (6) years from the date of final completion of the Project. In addition, those records that relate to any dispute or litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken shall be maintained and available until six (6) years after the date upon which any such dispute, litigation, claim, or exception is resolved.

**15.3.** Contractor shall include the provisions of this Section 15 in every subcontract Contractor enters into relating to this Project.

**15.4.** All proprietary information furnished by Contractor in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between the City and Contractor, shall be held confidential by the City, and returned to Contractor within thirty (30) days of the completion of the services or the conclusion of litigation wherein Contractor's services were provided. All inventions, techniques, and improvements held by Contractor to be proprietary or trade secrets of Contractor prior to any use on behalf of the City, as well as all inventions, techniques, and improvements developed by Contractor, independent of the services rendered to the City under this Agreement, remain the property of Contractor.

## **SECTION 16. MISCELLANEOUS**

**16.1.** The recitals above are hereby incorporated into this Agreement.

**16.2.** If any term or provision of this Agreement or applications thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**16.3.** This Agreement and any rights or obligations under this Agreement may not be assigned or subcontracted by Contractor without the prior written consent of the City and any attempted assignment or subcontracting without such prior written consent shall be void.

**16.4.** All representations, warranties, covenants, conditions, and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**16.5.** This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations,

or agreements, either written or oral. Notwithstanding any provisions to the contrary in any contract terms or conditions unilaterally supplied by Contractor, the terms of this Agreement supersede Contractor's terms and conditions, in the event of any inconsistency.

**16.6.** All section and paragraph captions, marginal references, and table of contents in this Agreement are inserted only as a matter of convenience, and in no way amplify, define, limit, construe, or describe the scope or intent of this Agreement nor in any way affect this Agreement.

**16.7.** Neither the City nor Contractor has made any representations or promises with respect to the Project except as expressly set forth herein.

**16.8.** The neuter, feminine, or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

**16.9.** This Agreement shall not be construed in favor or against either party on the basis that it was drafted by the City.

**16.10.** The waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach. Any waiver by the City of a requirement of this Agreement, including without limitation, any requirement that a notice be made in writing or that a notice or submission be made within a certain time, shall not operate as a waiver of the same or any other requirement of this Agreement, in any other circumstance or at any other time.

**16.11.** This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

**16.12.** Contractor agrees to perform its services under this Agreement in such manner and at such times that the City and/or any Contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors that may be deemed necessary by the City.

**16.13.** Contractor shall be considered, for all purposes relating to this Agreement, an independent Contractor. Contractor agrees that it is not an agent of the City and shall have no right or authority to enter into any agreements or otherwise bind the City or create any obligations on behalf of the City with any other parties. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the City and Contractor.

**16.14.** This Agreement may be executed electronically and in counterparts. All such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other

counterpart. Executed copies hereof may be delivered by email and, upon receipt, will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

**[The remainder of this page is intentionally left blank—signature page follows.]**

**IN WITNESS WHEREOF**, the City and Contractor have executed this Agreement as of the date first written above.

Witness:

[Contractor]:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Date

Witness:

City of Takoma Park:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Date

Approved as to form and  
legal sufficiency:

\_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
E.I. Cornbrooks, IV  
City Attorney  
City of Takoma Park