



City of Rockville  
Rockville, Maryland

## CONTRACT FOR MOWING SERVICES

This Contract for Mowing Services (the “**Contract**”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Mayor and Council of Rockville, a Maryland municipal corporation and body politic (the “**Mayor and Council**” or “**City**”), acting through the City Manager, and Lorenz,, Inc., a Maryland corporation located at 512 Roland Avenue, Baltimore, MD 21208 (the “**Contractor**”). The Mayor and Council and the Contractor are the “**Parties**” to this Contract.

### RECITALS

1. On September 16, 2024, pursuant to Section 17-61 of the City of Rockville Code, the City released Invitation for Bid #05-25 (the “**IFB**”) to establish a contract for mowing for City-owned properties and other properties maintained by the City pursuant to certain agreements such as memoranda of understanding with the State of Maryland, including rights-of-way within the Rockville City limits as requested.
2. By the close of the IFB on October 11, 2024, at 2:00 pm, the City received six bids. The Contractor was the most qualified and responsive bidder and provided the lowest price.
3. On \_\_\_\_\_, 202\_\_, pursuant to Section 17-39(a) of the City of Rockville Code, the Mayor and Council awarded this Contract to Contractor and authorized the City Manager to execute this Contract on their behalf.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### I. RECITALS & ORDER OF PRECEDENCE

- A. **Incorporation of Recitals.** The foregoing recitals above are an integral part of this Contract and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Contract. Accordingly, the foregoing recitals above are fully incorporated into this Contract by this reference as if fully set forth herein.

- B. **Order of Precedence.** This Contract prevails in the event of any inconsistency between this Contract and any attachments.

## II. CONTRACT TERM

- A. **Term.** This Contract shall be effective from April 1, 2025, through October 31, 2025. This Contract may be renewed pursuant to Paragraph II.B or extended pursuant to Paragraph II.C.
- B. **Renewal.** Subject to appropriations by the Mayor and Council and satisfactory service by Contractor, the City Manager, on behalf of the Mayor and Council, may renew the Contract for up to four additional one-year terms.
- C. **Extension.** Subject to appropriations by the Mayor and Council and satisfactory performance by the Contractor, the City Manager, on behalf of Mayor and Council, may extend the Contract for any reason for a period up to but not to exceed 12 months. Any extension beyond 12 months will be subject to Paragraph II.B. This provision in no way affects or alters the City's ability to renew the Contract consistent with Paragraph II.B. If the City Manager decides to renew the resulting contract, the renewal date will commence on the day following the last day of the contract extension.

## III. CONTRACT PRICE

- A. **Price.** Subject to the IFB Section IV, titled "**Scope of Work,**" attached as **Attachment B** and fully incorporated into this Contract, Contractor agrees to provide the listed services at the unit costs in the "IFB Bid Pricing Form", attached as **Attachment A** to the Contractor's response to the IFB and incorporated into this Contract also as **Attachment A**. The unit cost for each service includes all labor, equipment, materials, and services pursuant to the terms and conditions in Attachment B. The total price for all labor, equipment, materials, and services to be performed under this Contract shall not exceed Three Hundred and Fifty Thousand Dollars and no cents (\$350,000.00) for each 12-month term. This funding will cover the listed services at the unit costs in Attachment A as well as any additional mowing services needed by the City which shall be billed at rates not to exceed the rates set forth on Page 39 of Attachment A, entitled "Unit Pricing."
- B. **Cost Reduction Recommendations.** Contractor must provide year over year cost reduction recommendations if this Contract is renewed or extended pursuant to Paragraph II.B or II.C.
- C. **Price Decreases.** Price decreases are acceptable at any time, need not be verifiable, and are required should the Contractor, or anyone providing materials to the Contractor for use for the services described in this Contract, experience a decrease in costs associated with the execution of the contract.

- D. **Price Adjustments.** Price increases from Contractor relating to increased labor costs, or Contractor's producer, processor, or manufacturer for any or all items may be considered at renewal. The request is subject to approval by the "**Purchasing Agent**", which shall be the Director of Procurement or the Director's designee. The request must be submitted in writing at least 60 days before the renewal term and shall be accompanied by supporting documentation. The increased contract unit price shall not apply to orders received by the Contractor before the effective date of the approved increased contract unit price. The Mayor and Council may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation. The request for a change in the price shall include at a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 60 days); and (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.). The price adjustments shall adhere to City of Rockville Code Section 17-40.
- E. **Price Discounts.** Should Contractor, at any time during the life of the Contract, sell services of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the Contract, the lowest discounted prices shall be offered to the Mayor and Council.

#### IV. SCOPE OF WORK & MATERIALS

- A. **Scope of Work.** The terms and conditions of **Attachment B** are fully incorporated into this Contract. Contractor agrees to perform all work under this Contract pursuant to, and to otherwise comply with, the terms and conditions of **Attachment B**, fully incorporated into this Contract.
- B. **Estimated Quantities.** No warranty is given or implied by the City as to any components listed in the IFB, which are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of Contractor's bid and to increase or decrease quantities of Contractor's bid to meet additional or reduced requirements of the City.

#### V. PAYMENT

- A. **Acceptance and Payment.** The City shall make payment to Contractor pursuant to Paragraph 4.18 of **Attachment B**.
- B. **ACH Payment Process.** Contractor may choose to use the City's ACH Payment Process identified in Paragraph IX.E.
- C. **Invoices.** In addition to the requirements of Paragraph 4.18 of **Attachment B**, Contractor must submit all invoices printed on Contractor's letterhead, dated, and signed; each deliverable must be identified separately with the associated amount

due. Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City unless any items are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

## VI. CONTRACTOR QUALIFICATIONS

- A. **Requirements.** Contractor represents that it and its employees meet all the qualifications and licensing requirements listed in **Attachment B**, including, but not limited to, Paragraphs 4.3, 4.9 and 4.11.

## VII. INSURANCE

- A. **Insurance Required.** Prior to execution of this Contract, Contractor must obtain at its own cost and expense and keep in force and effect during the term of the Contract, including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must electronically submit to the Procurement Division a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Contractor will be required to maintain for the life of the Contract and to furnish the City evidence of insurance as follows:

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. <i>Workers' Compensation</i> 2. <b><i>Employers' Liability</i></b>	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$500,000 policy limits  Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
3. <b><i>Commercial General Liability</i></b> a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <b>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</b>
4. <b><i>Automobile Liability</i></b> a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <b>Form CA20 48 02 99 form to be both signed and dated.</b>

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
5. <b>Excess/Umbrella Liability</b>	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. <b>Professional Liability (if applicable)</b>	Each Occurrence/Aggregate: \$1,000,000	

- B. **Policy Cancellation.** No change, cancellation or non-renewal shall be made in any insurance coverage without 30 days written notice to the City's Procurement Division. Contractor shall electronically furnish a new certificate prior to any change or cancellation date. The failure of Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.
- C. **Additional Insured.** The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of Contractor's products, goods, and services provided under the Contract. Additionally, the Mayor and Council of Rockville must be named as additional insured on Contractor's automobile and General Liability Policies. Endorsements reflecting The Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

## VIII. TERMINATION

- A. **Termination for Cause.** If Contractor shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or disregard law, ordinances, or the instructions of the Mayor and Council or otherwise be guilty of substantial violation of any provision of this Contract, then the City Manager on behalf of the Mayor and Council may, without prejudice to any other right or remedy, and after giving Contractor reasonable notice, terminate this Contract.

Additionally, the Contract may be cancelled or annulled by the City Manager on behalf of the Mayor and Council in whole or in part by written notice of default to Contractor upon nonperformance or violation of Contract terms and the work may be purchased on the open market similar to those so terminated. In either event, Contractor (or its surety) shall be liable to the City for costs to the Mayor and Council in excess of the defaulted Contract prices.

The Contract may also be terminated for cause pursuant to Paragraph 32 of Page 11 of **Attachment B**.

- B. **Termination for Convenience.** The performance of work or services under this Contract may be terminated in whole or part, upon five calendar day's written notice when the City Manager on behalf of the Mayor and Council determines that such termination is in its best interest. The Mayor and Council shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination. This Contract may also be terminated if the Mayor and Council does not appropriate funds for this Contract.

## IX. ADDITIONAL TERMS AND CONDITIONS

- A. **Tax Exemption.** The City is exempt from the payment of any federal excise or any Maryland sales tax.
- B. **Sensitive Documents.** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

Where services require Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address: <http://www.rockvillemd.gov/documentcenter/view/74>

- C. **Documents, Materials and Data.** All documents, materials, or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this Contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this Contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
- D. **Electronic Payment Option.** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The

program is free as part of the Finance Department's efforts to improve customer services.

- E. **Personnel.** Principal or key personnel included in the proposal may not be substituted without written approval of the City. Replacements for key personnel under the Contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Contractor must submit written professional qualifications and experience for approval within 10 working days prior to replacement for City review and approval or rejection.
- F. **Delivery.** All time limits stated in the Contract are of the essence. Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
- G. **Travel Time.** No payment for travel time to or from the job site shall be charged. Charges begin when Contractor arrives at each job site and end when Contractor leaves the job site.
- H. **Delays/Extension of Time.** If Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Purchasing Agent within 10 calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.
- I. **Abandonment, Dissolution.** A Contractor who abandons or defaults on the work on this Contract and causes this Contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc., shall be provided to the City as soon as possible but not later than 30 days from date of change.
- J. **Changes.** The City, without invalidating the Contract, may order written changes in the scope of work consisting of additions, deletions or modification with the Contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

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 City from a change in the scope of 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. No alterations or variables in the terms of the Contract shall be valid or binding upon the City unless made in writing and signed by the City.

- K. **Extra Costs.** If Contractor claims that any instructions by the Contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within 10 calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
- L. **Guarantee.** All guarantees and warranties required shall be furnished by Contractor and shall be delivered to the Contract Administrator (e.g. other required documents, operating manuals, maintenance manuals/schedules, etc.) before final payment is made.

Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as Contractor knows or has reason to know. The guarantee contained in this Contract shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

- M. **Defective Supplies/Service.** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Contract. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of the Mayor and Council having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to the Mayor and Council.
- N. **Legal Requirements.** All materials, equipment, supplies and services shall conform to applicable Federal, State, County, and City laws, statutes, rules, and regulations. Contractor shall observe and comply with all Federal, State, County,

and City laws, statutes, rules and regulations that affect the work to be done under this Contract.

O. **Legal Notices, Notices, Demands, and Communications Between the Parties.**

Formal notices, demands, and communications between the Contractor and the Mayor and Council shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the Mayor and Council: City of Rockville  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attention: Sara Taylor-Ferrell, City Clerk  
Email: [SFerrell@rockvillemd.gov](mailto:SFerrell@rockvillemd.gov)  
Telephone: (240) 314-8283

With a Copy to: Robert E. Dawson, City Attorney  
Email: [RDawson@rockvillemd.gov](mailto:RDawson@rockvillemd.gov)  
Telephone: (240) 314-8150  
Jeff Mihelich, City Manager  
Email: [JMihelich@rockvillemd.gov](mailto:JMihelich@rockvillemd.gov)  
Telephone: (240) 314-8102

To the Contractor: Lorenz, Inc.  
512 Roland Avenue  
Baltimore, MD, 21208  
Attention: Joe Lorenz,  
Title: President  
Telephone: (410) 486-0425

With a Copy to: Mr. Leonard Grossman  
100 N Charles St Suite 1610  
Baltimore, MD 21201  
410-752-3666  
[Lgrossman@gmelaw.com](mailto:Lgrossman@gmelaw.com)

P. **Choice of Law & Venue.** The provisions of this Contract shall be governed by the laws of the State of Maryland. Any civil action or legal proceeding arising out of

or relating to this Contract shall be brought only in the courts of record of the State of Maryland in Montgomery County.

- Q. **Authority of the City Manager in Disputes.** Any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by this Contract shall be decided by the City 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 the claim. Pending final decision of the dispute, the Contractor shall proceed diligently with performance under the Contract. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the Chapter 17 of the Rockville City Code.
- R. **Indemnification.** Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of Contractor, or contractors or agents of Contractor.
- S. **No Limitation of Liability.** The mention of any specific duty or liability of Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon Contractor.
- T. **Proprietary Information.** The Mayor and Council agree, to the extent permitted by law, to hold all material and information belonging to Contractor, which it deems to be confidential, in strictest confidence. Contractor agrees to hold all material and information belonging to the Mayor and Council or the City's agents in strictest confidence and not to make use of this information other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal. Material information may be required to be released in accordance with Public Information Act laws.
- U. **Miscellaneous.** The Mayor and Council and Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the Contract. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due hereunder without the previous written consent of the Mayor and Council. 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 whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

V. **Ethics Requirements.** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this Contract is that Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor and Council has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this Contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this Contract, the Contractor will furnish to the Mayor and Council, under oath, answers to any interrogatories related to a possible conflict of interest.

W. **Equal Employment Opportunity.** Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If Contractor fails to comply with nondiscrimination clauses of this Contract or fails to include such contract provisions in all subcontracts, this Contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, Contractor will permit access to its books, records, and accounts related to this Contract. If the City Manager concludes that Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

- X. **Language.** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City Manager or his designee and emergency service personnel. All liaisons shall be fluently bilingual in English and Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of Contractor's employees or agents are at the site.
- Y. **Immigration Reform and Control Act.** Contractor warrants that it does not and shall not hire, recruit or refer for a fee, for employment under the Contract, an individual knowing the individual is an unauthorized individual and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("the Act"), including but not limited to any verification and record keeping requirements. Contractor further assures the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
- Z. **Subletting or Assignment of Contract.** The Mayor and Council and Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the Contract. Neither party to the Contract shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion, or of the work provided for in this Contract, or of their right, title or interest in the Contract to any person, firm or corporation without the written consent of the other party, nor shall Contractor assign any monies due or to become due under this Contract without the previous written consent of the Mayor and Council.
- AA. **Ownership of Documents.** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as any other documents prepared by Contractor in the performance of its obligations under the Contract shall be the exclusive property of the City. Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the Contract without the prior written consent of City. Documents and materials developed by Contractor under the Contract shall be the property of the Mayor and Council; however, Contractor may retain file copies, which cannot be used without prior written consent of the Mayor and Council. The Mayor and Council agree that Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when Contractor is not the firm of record.
- BB. **Additional Items.** The Mayor and Council may require additional items/duties of a similar nature, but not specifically listed in the Contract.

Contractor agrees to provide such items/duties and shall provide the Mayor and Council prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the Mayor and Council, and the situation cannot be resolved to the satisfaction of the Mayor and Council, the Mayor and Council reserve the right to purchase those items from other vendors, or to cancel the Contract upon giving Contractor 30 days written notice.

CC. **No Exclusive Contract/Additional Services.** Contractor agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

DD. **Cooperative Procurement.** Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this solicitation to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities. The Mayor and Council assume no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation.

EE. **Entire Agreement.** This Contract constitutes the entire agreement between The Mayor and Council and Contractor. The parties shall not be bound by any prior negotiation, representations, or promises not contained in this Contract.

IN WITNESS WHEREOF, the Mayor and Council and the Contractor have caused these presents to be signed and sealed.

[SIGNATURES ON FOLLOWING PAGE]

CAPITOL SPORTS FIELDS LLC.,

By: \_\_\_\_\_ (Seal)  
(Either president or vice-president. If other person is authorized, authorization in form of corporate resolution must be attached.)

**\*\*Contractor must enter the exact name of the business.**

**MAYOR AND COUNCIL OF ROCKVILLE**

By \_\_\_\_\_ (Seal)  
City Manager

\_\_\_\_\_  
Office of the City Attorney  
Approved as to form and legality