



City of Rockville
Rockville, Maryland

SECOND AMENDMENT TO THE CONTRACT ISSUED PURSUANT TO REQUEST FOR PROPOSAL #18-18 FOR ARCHITECTURAL, ENGINEERING, AND RELATED SERVICES

This **SECOND AMENDMENT TO THE CONTRACT ISSUED PURSUANT TO REQUEST FOR PROPOSAL #18-18 FOR ARCHITECTURAL, ENGINEERING, AND RELATED SERVICES** (this “**Second Amendment**”) is entered into as of the _____ day of _____, 2026, (the “**Effective Date**”) by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body politic and municipal corporation of the State of Maryland (the “**Mayor and Council**” or the “**City**”), acting through the Rockville City Manager, and [INSERT COMPANY AND ADDRESS] (the “**Contractor**”). Individually, the Mayor and Council and the Contractor may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

1. On November 2, 2017, the Office of the City Manager – Procurement Division (the “**Procurement Division**”) released Request for Proposal #18-18 (the “**RFP**”) seeking competitive sealed proposals for 13 categories of architectural, engineering, and related services allowing proposers to submit proposals within their discipline specialties.
2. On March 25, 2017, Mayor and Council awarded 39 contracts (referred to herein as “**#18-18 Contracts**”) across 13 categories of engineering, architectural, and related services.
3. The RFP was attached to the #18-18 Contracts and was fully incorporated into the #18-18 Contracts.
4. Page 3 of the RFP stated the term of the #18-18 Contracts was through June 30, 2022. The City reserved the right to renew the #18-18 Contracts for two additional one-year periods. The City also reserved the right to extend the #18-18 Contracts past the five-year total for the initial term and the renewals if deemed in the best interest of the City and mutually agreeable to the Parties.
5. The Parties executed the #18-18 Contracts after award by Mayor and Council. The #18-18 Contract is attached hereto and incorporated herein as “**Exhibit A**.”
6. Since each Contractor submitted specific responses to the RFP and those responses specified the services each Contractor would provide, the response specific to the Contractor is attached hereto and incorporated here as “**Exhibit B**.”

7. The Parties executed the two renewals of the #18-18 Contracts during the months of October 2021, and June 2023, extending the #18-18 Contracts to June 30, 2024.
8. On June 10, 2024, the Mayor and Council authorized the City Manager to execute the First Amendment to the #18-18 Contracts, attached hereto and incorporated herein as “**Exhibit C**” (“**First Amendment**”). The First Amendment extended the term of the #18-18 Contracts to June 30, 2026.
9. The City Manager submits and represents to Mayor and Council that it is in the best interests of the City to further extend the #18-18 Contracts for one additional year, until June 30, 2027, with an option to extend for a second year, until June 30, 2028, and each Contractor is in agreement with this proposal.
10. The City Manager is not proposing any increase in funding beyond the \$15,000,000 originally appropriated by Mayor and Council for the #18-18 Contracts.
11. No other changes to the #18-18 Contract as amended by the First Amendment are being made by the Parties beyond the “**Contract Term**” as set forth below.
12. On _____, 2026, the Mayor and Council awarded this Second Amendment for Architectural, Engineering, and Related Services and authorized the City Manager to execute this Amendment on its 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 are an integral part of this Amendment and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Amendment. Accordingly, the foregoing recitals are fully incorporated into this Amendment by this reference as if fully set forth herein.
- B. **Order of Precedence**. This Amendment prevails in the event of any inconsistency between this Amendment, the #18-18 Contract, the First Amendment, and any attachments thereto.

II. CONTRACT TERM

- A. **Term**. Section 7 of the #18-18 Amendment, as amended by the First Amendment, is further amended as follows: “This Agreement is amended to extend the term to be effective until June 30, 2027, with an option to extend for one additional year, until June 30, 2028, by mutual written agreement of the Parties. Any task order entered by the Parties pursuant to this extension shall be effective until that task is complete, contingent upon satisfactory annual performance by the Contractor and fiscal appropriation.”

III. ENTIRE AGREEMENT. The #18-18 Contract, the First Amendment, and this Amendment 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 the #18-18 Contract, the First Amendment, or this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this Amendment acting individually or by their respective officers or appropriate legal representatives duly authorized as of the “Effective Date” above.

MAYOR AND COUNCIL

Approved as to form:

THE MAYOR AND COUNCIL OF ROCKVILLE, a body corporate and municipal corporation of the State of Maryland

Cynthia Walters, Acting City Attorney

By: _____
Jeff Mihelich, City Manager

CONTRACTOR

[INSERT COMPANY NAME]

By: _____

Name: _____

Title: _____

EXHIBIT A

**City of Rockville
#18-18 Contract**

Please see Attached

(end of Exhibit A)

EXHIBIT B

_____ . Proposal

Please see Attached

(end of Exhibit B)

EXHIBIT C
#18-18 Contract
First Amendment

Please see Attached

(end of Exhibit C)