
**ROCKVILLE, MARYLAND
CONSTRUCTION CONTRACT**

GLENORA PARK STREAM SPOT REPAIR PROJECT

This **CONSTRUCTION CONTRACT** (this “**Construction Contract**”) is entered into as of this _____ day of _____ 2026 (the “**Effective Date**”) by and between **THE MAYOR AND COUNCIL OF ROCKVILLE** (the “**Mayor and Council**” or “**City**”), and **KINSLEY CONSTRUCTION, LLC** (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

- A. WHEREAS**, the Mayor and Council is a municipal corporation duly organized and existing under the laws of the State of Maryland with the power to carry on its business as it is now being conducted under the laws of the State of Maryland and the Rockville City Charter; and
- B. WHEREAS**, the Contractor is a limited liability company duly organized and in good standing in the state of Pennsylvania, authorized to conduct business in the State of Maryland, and has the background, knowledge, experience and expertise to perform the obligations set forth in this Construction Contract; and
- C. WHEREAS**, in accordance with the City of Rockville Procurement Ordinance, on February 18, 2026, the Department of Procurement issued IFB #19-26 for two stream restoration spot repairs within Glenora Park in the City of Rockville, Maryland; and
- D. WHEREAS**, in accordance with the Procurement Ordinance, on March 31, 2026 , the Department of Procurement opened and recorded the sealed bids submitted in response to IFB #19-26, including the bid submitted by Contractor, and on April 3, 2026 , in accordance with the Procurement Ordinance, the Department of Procurement determined Contractor to be the lowest responsive and responsible bidder; and
- E. WHEREAS**, on [REDACTED], 2025, in accordance with Section 17-39(a) of the Procurement Ordinance, the Mayor and Council awarded this Construction Contract to the Contractor for the provision of certain construction and other services as identified in the Contract Documents pursuant to the following terms and conditions, and authorized the City Manager to execute this Construction Contract on its behalf, subject to approval as to legal form by the City Attorney.

End of Recitals

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

**ARTICLE I
INCORPORATION OF RECITALS; DEFINITIONS**

(a) **Section 1.01. Incorporation of Recitals.** The foregoing recitals above and documents referenced herein are an integral part of this Construction Contract and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Construction Contract. Accordingly, the foregoing recitals are fully incorporated into this Construction Contract by this reference as if fully set forth herein. In the event of any conflict between this Construction Contract and any documents referenced herein, the terms of this Construction Contract shall govern and control.

Section 1.02. Definitions. In addition to other terms defined herein, each of the following terms shall have the meaning assigned to it, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders:

“Applicable Code Requirements” means all federal, State of Maryland, Montgomery County and City of Rockville laws, statutes, building codes, ordinances and regulations of governmental authorities having jurisdiction over a Project, Work, Site, Contractor or City.

“Applications for Payment” means detailed applications for payment submitted on a standard form such as the AIA G702 form, as required by Paragraph 75 of the General Conditions and Instructions to Bidders in Addendum 1 of IFB #19-26. Applications for Payment shall not include payment for equipment or materials delivered to a Site but not installed or for materials or equipment properly stored off-site unless specifically approved by the Project Manager. If such approval is granted, the Contractor must submit with the Application for Payment, bills of sale or other such documentation satisfactory to the City to establish the City’s title to such materials or equipment or otherwise to protect the City’s interest, including applicable insurance and transportation to a Site for materials and equipment stored off site. Such approvals are typically reserved for “big ticket” items that individually would exceed five percent (5%) of the bid total.

“City of Rockville Change Order” means a duly authorized instrument issued by the Purchasing Agent or her authorized designee in accordance with the Procurement Ordinance which operates to amend the scope of Work, and which may also amend the Contract Sum or the Contract Time.

“City of Rockville Notice to Proceed” means the written notice issued by the Purchasing Agent or her authorized designee in accordance with the Procurement Ordinance to the Contractor to begin the Work.

“Contract Documents” means and consists of the following documents, which are on file with the City Department of Procurement and are hereby incorporated into this Construction Contract as though fully restated by reference:

1. City of Rockville Change Order
2. Construction Contract
3. IFB #19-26 – Addendum #1 (excluding attached General Conditions and Instructions to Bidders), Addendum #2, Addendum #3, and Addendum #4
4. IFB #19-26 – Project Drawings
5. IFB #19-26 – Special Terms and Conditions
6. IFB #19-26 – Technical Specifications/Scope of Work
7. IFB #19-26 – General Conditions and Instructions to Bidders (Construction, 2/2022), attached to Addendum #1
8. IFB #19-26 – Appendices, Announcement, Description and General Information
9. Contractor Bid
10. City of Rockville Notice to Proceed
11. Performance, Payment and Warranty Bonds

For purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Construction Contract, the Contract Documents shall have the order of precedence as set forth above. If a claimed inconsistency cannot be resolved through the order of precedence, the City Manager shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.

“Contractor” means Kinsley Construction, LLC, a limited liability company organized under the laws of Pennsylvania which submitted the Contractor Bid.

“Contract Sum” means the total amount of compensation provided for in Article III that is payable to the Contractor for the performance of the Work in accordance with the Contract Documents, including adjustments made by a City of Rockville Change Order.

“Contract Time” means the total number of days set forth in this Construction within which Final Completion of the Work must be achieved by Contractor, including any adjustments of time (increases or decreases) made by a City of Rockville Change Order.

“Day” whether capitalized or not, unless otherwise specifically provided, means calendar day, including weekends and legal holidays.

“Delay” means, whether capitalized or not, any circumstances involving disruption, hindrance, or interference in the performance of the Work within the Contract Time.

“Department of Procurement” means the City’s Department of Procurement.

“Department of Public Works” means the City’s Department of Public Works.

“Extra Work” means additional Work or costs due to a change in the Work that is not described in or reasonably inferable from the Contract Documents which may be the basis for an adjustment of the Contract Sum under the terms of the Contract Documents. Extra Work shall not include additional Work or costs arising from Contractor’s failure to perform any of its duties or obligations under the Contract Documents.

“Final Completion” means the final and full completion of all Work required by the Contract Documents, including all punch list items and submission of all Record Documents, to the satisfaction of the City Manager or his written designee, pursuant to Article II.

“IFB #19-26” means the Invitation for Bids #19-26 issued by the Department of Procurement on February 18, 2026.

“Losses” means the losses or costs that directly results from a breach of this Construction Contract.

“Procurement Ordinance” means Chapter 17 of the Rockville City Code, as amended.

“Project” means the stream restoration spot repairs within Glenora Park as described in IFB #19-26 at the rates represented on the Contractor Bid.

“Project Manager” means the Project Manager listed in IFB #19-26, or such other City staff person as may be designated by the Director of the City’s Department of Public Works to manage the Project.

“Purchasing Agent” means the person designated as purchasing agent pursuant to the Procurement Ordinance.

“Record Documents” means the warranties, guarantees and other documents required to be submitted by Contractor as a condition of Final Compensation.

“Site” means the physical site or sites located within the City of Rockville where the Project is to be constructed, including all adjacent areas for staging, storage, parking and temporary offices.

“Substantial Completion” means the Project has been substantially completed to permit utilization of the Project, or a substantial portion thereof, by the City for the Project’s intended purpose, pursuant to Paragraph 80 of the General Conditions and Instructions to Bidders in IFB #19-26 and as otherwise described in IFB #19-26.

“Work” means all labor, materials, equipment, servicers, permits, fees, licenses and taxes, and all other things necessary for the Contractor to perform its obligations and complete the Project, including without limitation, any changes or additions requested by the City, in accordance with the Contract Documents and all Applicable Code Requirements.

“Working Day” means any calendar day other than Saturday, Sunday, or the following holidays as observed by the City of Rockville: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day, and all days of general and congressional elections throughout the State of Maryland.

Section 1.03. General. Any other capitalized term to which a meaning is expressly given in this Construction Contract shall have the meaning assigned to it, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders. The defined terms used in the preamble and recitals of this Construction Contract have been included for convenience of reference only, and the meaning, construction and interpretation of all defined terms shall be determined by reference to this Article I notwithstanding any contrary definition in the preamble or recitals hereof. The titles and headings of the sections of this Construction Contract have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Construction Contract or any provision hereof or in ascertaining intent, if any question of intent shall arise.

End of Article I

ARTICLE II
TERM, PERFORMANCE OF WORK AND COMPLETION OF PROJECT

Section 2.01. Contract Term. The term of this Construction Contract shall begin on the Effective Date and shall expire on June 30, 2027.

Section 2.02. Project Managers. The following staff members of the Public Works Department is the City’s designated “**Project Manager**”:

Gabriel Kosarek, Engineering Supervisor
City Hall
Department of Public Works
111 Maryland Avenue
Rockville, MD 20850
Telephone: 240-314-8513
Email: gkosarek@rockvillemd.gov

It shall be the Contractor’s responsibility to ensure that the applicable Project Manager is kept informed on the progress of a Project described in the Notice to Proceed submitted by that Project Manager. The City Manager or designee may modify the designated Project Managers by notifying the Contractor in writing of any such modification.

Section 2.03. [Intentionally Blank].

Section 2.04. Performance of Work. The Contractor agrees to perform all Work required for Final Completion of the Project, as specified in the Contract Documents. The Contractor shall provide, furnish, and supply all things necessary and incidental for the timely performance of the Work, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

Section 2.05. Progress and Completion.

(a) Time is of the Essence. Time is of the essence with respect to all time limits set forth in the Contract Documents.

(b) Notice to Proceed. Contract must commence the Work within 10 calendar days from the date of issuance of a Notice to Proceed by the Purchasing Agent. All work associated with this project must be completed within 365 calendar days after the notice to proceed has been issued. The City may issue a Limited Notice to Proceed to allow for mobilization, coordination, field measuring, NNI eradication, shop drawing review/approval, submission of work plan and ordering long lead time components. Landscaping may be delayed until the subsequent planting season but must be completed no later than 60 days from the start of the subsequent planting season of April 1 or October 1 of any calendar year.

(c) Work Progress.

(i) Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract Time.

(ii) If City determines and notifies Contractor that Contractor's progress is such that Contractor will not complete the Work within the Contract Time, Contractor shall, immediately and at no additional cost to City, take all measures necessary, including working such overtime and additional shifts (other than the City's permitted construction work hours of 7:00 AM to 5:00 PM, Monday through Friday), to ensure that the Work is Substantially Completed within the Contract Time. Upon receipt of such notice from City, Contractor shall immediately respond in writing setting forth a detailed plan for accelerating the Work in a manner acceptable to City. Contractor shall not be entitled to any reimbursement or payment of costs, expenses or damages incurred as a result of an acceleration of the Work. City may also take all necessary measures to prevent the need for subsequent accelerations of the Work. Contractor shall reimburse City, or City may withhold from payment due to Contractor, sums expended by City to perform such measures.

(iii) During unfavorable weather, wet ground or other unsuitable construction conditions, Contractor shall confine the operations to Work that will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

(d) Delay.

(i) If the Contractor is delayed in the Work by any act of neglect of the City or by a separate contractor employed by 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 of time if warranted. All claims for extensions must be made by written notice sent to the Project Manager within ten (10) Days after the date when the alleged cause for the extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If the Project Manager does not receive such written notice within the prescribed time, the claim for extension of time shall be forfeited and invalidated. No extension of time shall be deemed granted unless the Project Manager expressly grants an extension of time by written notice to the Contractor.

(ii) By executing this Construction Contract, the Contractor expressly waives any claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever. The Contractor shall adjust its operation to continue the work at other locations under this Construction Contract, if available, and as directed by the City. If it is necessary to discontinue the work temporarily, the Contractor shall resume work within 48 hours of notice from the City. The City may adjust the completion date to compensate for the lost day(s) on a day-for-day basis, if the City finds that the Contractor could

not make up for such lost day(s) by reallocating its forces or rescheduling the work, up to the time remaining on the original schedule at the time of shutdown.

(e) Change Orders.

(i) The City, without invalidating the contract, may issue written City of Rockville Change Orders pursuant to Section 17-40 of the Procurement Ordinance. All such changes, or additional work must be authorized in writing by the Purchasing Agent or her authorized designee prior to starting such work. Costs shall be limited to the cost of materials, labor, field supervision and field office personnel directly involved in and attributed to the change. All costs and/or credits to the City for a change in the work shall be determined by the unit price bid or by mutual agreement.

(ii) The Contractor shall do all work that may be required to complete the work contemplated by a City of Rockville Change Order at the unit prices bid or at a lump sum price to be mutually agreed upon.

(iii) The Contractor shall perform Extra Work, for which there is no quantity or price included in the Contract, whenever it is deemed necessary or desirable, to complete fully the Work as modified by a City of Rockville Change Order, and such work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. Where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Project Manager may order the Contractor to do such work on a force account basis pursuant to Paragraph 73 of the General Conditions and Instructions to Bidders in IFB #19-26, Addendum #1.

(iv) The Contractor may submit a written request for a City of Rockville Change Order to the Project Manager in the event the Contractor believes a City of Rockville Change Order is warranted or desirable. The City is under no obligation to issue or respond to a requested City of Rockville Change Order.

(f) Liquidated Damages. If the Contractor fails to achieve Final Completion of the Work within the Contract Time, the Mayor and Council may assess liquidated damages on a daily basis for each day of unexcused delay in achieving Final Completion, based on the amount of four hundred dollars (\$400) per Day, not including Sundays, or as otherwise specified in IFB #19-26. Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents, regardless of impact on the time for achieving Final Completion. The assessment of liquidated damages is not a penalty but considered to be a reasonable estimate of the amount of damages the Mayor and Council will suffer by delay in completion of the Work. The Mayor and Council is entitled to setoff the amount of liquidated damages assessed against any payments otherwise due to the Contractor, including, but not limited to, setoff against release of retention. If the total amount of liquidated damages assessed exceeds the amount of unreleased retention, the Mayor and Council is entitled to recover the balance from the Contractor or its sureties. Occupancy or use of a Project in whole or in part prior to Final Completion shall not operate as a waiver of City's right to assess liquidated damages.

(g) Special Damages.

(i) The Contractor shall reimburse the Mayor and Council, upon demand, for (1) any and all fines and penalties imposed on the Mayor and Council in connection with the Contractor's failure to attain Substantial Completion, Final Completion, or any other date for performance according to the Contract Time, and (2) any and all costs and expenses, including reasonable attorneys' fees, incurred by the Mayor and Council for engineering, construction observation, inspection, administrative services, or any other work or services needed or otherwise utilized or obtained after the time specified for performance.

(ii) After the Contractor achieves Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete any component of the remaining Work within the Contract Time, the Contractor shall reimburse the Mayor and Council for any and all costs and expenses, including reasonable attorneys' fees, incurred by the Mayor and Council for engineering, construction observation, inspection, administrative services, or any other work or services needed or otherwise utilized or obtained after the time specified for Work to be completed and ready for final payment.

(iii) The special damages imposed in this Section are supplemental to any liquidated damages for delayed completion established in the Construction Contract.

(iv) The Mayor and Council may, but in no event be obligated to, complete all or any portion of the Work not timely performed in full by the Contractor, on behalf of the Contractor and at the Contractor's sole cost and expense. The Contractor shall, on demand, reimburse the Mayor and Council the positive difference, if any, between (i) all costs and expenses incurred by the Mayor and Council in connection with so performing on behalf of Contractor, including reasonable attorneys' fees, and (ii) the Contract Sum.

(h) Other Remedies. The Mayor and Council is entitled to any and all available legal and equitable remedies the Mayor and Council may have where the Mayor and Council's damages are caused by any reason other than the Contractor's failure to achieve Substantial Completion or Final Completion of the entire Work within the Contract Time.

End of Article II

ARTICLE III COMPENSATION AND PAYMENT

Section 3.01. Contract Sum.

(a) The Contractor shall be compensated for Final Completion of the Project in compliance with the Contract Documents an amount not-to-exceed **Three Hundred Thousand Nine Hundred Seventy-seven and 45/100 DOLLARS (\$369,977.45)** in accordance with the Bid Pricing Form (reproduced and attached as **Exhibit A**). Subject to the terms of this Construction Contract, any Work performed or expenses incurred for which payment would result in a total exceeding the Contract Sum shall be at no cost to the Mayor and Council.

(b) The Mayor and Council appropriates funds on a fiscal year basis; the City's fiscal year runs from July 1 through June 30. Funds have been appropriated for the first year of this Construction Contract through the end of the fiscal year, June 30, 2026. All payments made under this Construction Contract after June 30, 2026, are contingent upon appropriation and encumbrance of funds. If the Mayor and Council fails to approve an appropriation to fund this Construction Contract for a subsequent fiscal year, this Construction Contract shall terminate on the first day of that fiscal year without further cost to the City.

Section 3.02. Payment Procedures.

(a) Applications for Payment.

(i) The Contractor shall submit to the Project Manager an Application for Payment for all Work performed, including tasks and deliverables completed, and expenses incurred during the preceding month. The Application for Payment must be accompanied by supporting data and documents substantiating the Contractor's right to payment and reflecting a five percent (5%) retainage.

(ii) The Project Manager will independently review the Applications for Payment submitted by the Contractor to determine whether the Work performed and expenses incurred are in compliance with the provisions of the Contract Documents. Except as to any charges for Work performed or expenses incurred by the Contractor which are disputed by the City, the City will use its best efforts to cause the Contractor to be paid within thirty (30) days of receipt the Contractor's correct and undisputed Application for Payment. In the event any charges or expenses are disputed by the City, the original Application for Payment shall be returned by the City to the Contractor for correction and resubmission.

(iii) The Contractor shall submit a detailed invoice for payment at the end of each month for all work completed and accepted by the City during that month. All Applications for Payment shall be forwarded to the following address:

Dan Stevens – Chief of Construction Management
Department of Public Works
850 Avery Road
Rockville, MD 20851
Telephone 240-314-8552
Email: dstevens@rockvillemd.gov

No retainage will be withheld from monthly payments unless deemed necessary by the Director of the Department of Public Works, or the Director's designee. Should the Contractor fail to keep up with clean-up and restoration work, if deemed necessary by the Director of the Department of Public Works, or the Director's designee, 5 percent (5%) of each monthly payment will be withheld until the Contractor shows progress in keeping up with restoration and clean-up work.

(iv) *Electronic Payment Option.* The City's Vendor ACH Payment Program allows payments to be deposited directly into a designated financial institution account. Funds will be deposited into the account identified automatically and on time. There is no additional cost to participate. All transactions are conducted in a secure environment.

(v) *Payment to Subcontractor.*

A. Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this Construction Contract, the Contractor shall either: (A) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Construction Contract; or (B) notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. In no event shall the City be liable for the Contractor's failure to pay a subcontractor. It is the Contractor's responsibility to ensure that no lien for work performed by the Contractor or subcontractor is placed on the City.

B. The Mayor and Council may make or withhold progress payments pursuant to Paragraph 75 of the General Conditions and Instructions to Bidders in IFB #19-26, Addendum #1.

C. The Contractor shall promptly pay each subcontractor and supplier for work completed upon receipt of payment from the City the amount to which said subcontractor is entitled, reflecting any percentage retained from payments to the Contractor on account of each subcontractors work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make prompt payments to his subcontractors in a similar manner. The City shall be under no obligation to pay or to see to the payment of any moneys to any subcontractor except as may otherwise be required by law.

(b) Final Payment.

(i) Upon reaching Substantial Completion for the Project, the Contractor may submit a final Application for Final Payment pursuant to Paragraph 76 of the General Conditions and Instructions to Bidders in IFB #19-26, Addendum #1.

(ii) No retainage will be withheld from payment unless deemed necessary by Director of the Department of Public Works, or the Director's designee.

(iii) Within thirty (30) Days after the approval of the final payment request, the City will pay to the Contractor the amount remaining after deducting from the total amount of the final estimate all such sums as have hereto before been paid to the Contractor under the provision of the Contract and also such amounts as the City has or may be authorized under the Contract to reserve or retain.

(iv) Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Project Manager:

A. An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the City or his property might in any way be responsible, have been paid;

B. Consent of surety to final payment;

C. If requested, data establishing payment or satisfaction of obligations, such as receipt, release and waivers of liens arising out of the Contract; and

D. All punch list items are completed to the satisfaction of the Project Manager.

(v) If any subcontractor refuses to furnish a release or waiver of liens required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney fees.

(vi) All guarantees and warranties required by this Construction Contract shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

(vii) Acceptance by the Contractor of final payment shall operate as a release to the Mayor and Council and every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished or relating to the work under the Contract Documents.

(c) Release of Retainage. Upon the expiration of one hundred and twenty (120) Days succeeding the date of the City's acceptance of the Work, the City will pay to the Contractor all sums reserved or retained, less such amount as it may be empowered under the provisions of the Contract to retain.

Section 3.03. Waiver. Payment to the Contractor for Work performed and expenses incurred for pursuant to this Construction Contract shall not be deemed to waive defects in the Work performed by the Contractor.

Section 3.04. Errors and Omissions. The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of performing the Work, arising from or caused by the Contractor's errors and omissions, as applicable, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

End of Article III

ARTICLE IV.
CONTRACTOR COVENANTS AND OBLIGATIONS

Section 4.01. Contractor Qualifications. The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain during the term of this Construction Contract all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Work.

Section 4.02. Standard of Care. The Contractor covenants that the Work shall be performed by qualified, experienced and well-supervised personnel. All services performed in connection with this Construction Contract shall be performed in a manner consistent with the standard of care under Maryland law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Projects.

Section 4.03. Compliance with Law. The Contractor covenants that it shall keep itself informed concerning and shall perform all Work in accordance with all ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State of Maryland or Montgomery County, Maryland laws and regulations in effect at the time the Work is performed.

Section 4.04. Licenses, Permits, Fees and Assessments. The Contractor covenants that it shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Work required under the Contract Documents. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work required under the Contract Documents, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City.

Section 4.05. Conflict of Interest. The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Contractor's performance of Work. The Contractor further covenants that in the performance of the Work, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. The Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Construction Contract. The Contractor further covenants that, in the performance of this Construction Contract, it will not employ subcontractors or other persons or parties having such an interest. The Contractor certifies that no person who has or will have any financial interest under this Construction Contract is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Contractor agrees to notify the City Manager or designee if any conflict arises.

Section 4.06. Compliance with ADA. The Contractor covenants and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended (the "ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. The Contractor will perform the

Work specified in this Construction Contract in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. The Contractor will not discriminate against persons with disabilities in the performance of the Work, benefits or activities provided under the Contract Documents.

Section 4.07. Design Errors or Omissions. The Contractor acknowledges that prior to executing this Construction Contract, the Contractor reviewed the drawings, specifications and other Contract Documents and have notified the City of any errors, omissions, or discrepancies in the documents of which it was aware. Contractor shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum for errors or omissions in the Construction Documents that Contractor discovered or, in the exercise of its standard of care as a contractor and not as a design professional, should reasonably have discovered using ordinary diligence, and did not bring to the attention of the City in a timely manner.

Section 4.08. Differing Site Conditions.

(a) The Contractor shall promptly, and before such conditions are disturbed, give a written notice to the Project Manager of (1) subsurface or latent physical conditions at a Site which differ materially from those indicated in this Construction Contract, or (2) unknown physical conditions at a Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Construction Contract.

(b) The Project Manager shall investigate a Site's conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this Construction Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this Construction Contract and the Construction Contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the Construction Contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in (a) above for giving written notice may be extended by the Project Manager.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this Construction Contract.

End of Article IV

ARTICLE V.
RECORDS, REPORTS, AUDIT, AND RELEASE OF INFORMATION

Section 5.01. Records. The Contractor shall keep and require its subcontractors, if any, to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and Work performed hereunder (the “**Books and Records**”), as shall be necessary to enable the Project Manager to evaluate the performance of the Work. All such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and his designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of five (5) years following Final Completion of a Project, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Contractor’s business, custody of the Books and Records shall be given to City, and access may be provided by the Contractor’s successor in interest.

Section 5.02. Reports. The Contractor shall periodically prepare and submit to the Project Manager such reports concerning the Work as the Project Manager shall require. The Contractor hereby acknowledges that the Final Completion of all Projects is a priority for the City. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work, the Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

Section 5.03. Right to Audit. The City retains the right to review and audit, and the reasonable right of access to the Contractor's and any Subcontractor's premises, to review and audit the Contractor 's or Subcontractor's compliance with the provisions of the Contract Documents (the “**City's Audit Right**”). The City's Audit Right includes the right to inspect, photocopy, and retain copies of the Books and Records, outside of the Contractor 's premises if deemed necessary by the City in its sole discretion. The City shall keep these Books and Records confidential to the extent permitted by law.

Section 5.04. Confidentiality and Release of Information.

(a) All information gained or work product produced by the Contractor in performance the Work shall be considered confidential, unless such information is in the public domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the City Manager.

(b) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under the Contract Documents. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

(c) If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this Construction Contract, then the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of the Contractor's conduct.

(d) The Contractor shall promptly notify the City Attorney should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Construction Contract and the Work performed hereunder. The City Attorney or his designee retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the Contractor. However, this right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

End of Article V

**ARTICLE VI.
INSURANCE AND INDEMNIFICATION**

Section 6.01. Insurance Requirement.

(a) Prior to execution of this Construction Contract by the City, the Contractor must obtain, at its sole cost and expense, and keep in force and effect during the term of this Construction Contract, including all extensions, an insurance policy meeting the requirements of Section III: Special Terms and Conditions of IFB #19-26, as evidenced at the time of the execution of this Construction Contract by a certificate of insurance provided to the Risk Manager for the City of Rockville (the “**Risk Manager**”).

(b) In the event the Contractor subcontracts any portion of the Work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to subsection 7.01(a), and such certificates and endorsements shall be provided to the Risk Manager.

Section 6.02. Indemnification. To the full extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Mayor and Council and its appointed officers, employees and agents against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “**Claims or Liabilities**”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable (“**Indemnors**”), or arising from the Contractor’s reckless or willful misconduct, or arising from the Contractor’s Indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition under the Contract Documents, and in connection therewith:

(a) The Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) The Contractor will promptly pay any judgment rendered against the Mayor and Council, its appointed officers, agents or employees for any such Claims or Liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the Mayor and Council, its appointed officers, agents, and employees harmless therefrom; and

(c) In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all costs and expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

The Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so the Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of the Contractor in the performance of services hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Construction Contract.

Section 6.03. Sufficiency of Insurer or Surety. Insurance or bonds required by the Contract Documents shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances. If this Construction Contract continues for more than 3 years duration, or in the event the Risk Manager determines that the Work to be performed under the Contract Documents creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond (if any) may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Manager within 10 days of receipt of notice from the Risk Manager.

End of Article VI

**ARTICLE VII.
REPRESENTATIONS AND WARRANTIES; CERTIFICATION**

Section 7.01. Contractor's Representations. As a material inducement to the Mayor and Council's entry into this Construction Contract, the Contractor hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of this Construction Contract, upon learning of any fact or condition which would cause any of the warranties and representations in this Construction Contract not to be true, the Contractor shall immediately give written notice of such fact or condition to the Mayor and Council, (iii) acknowledges that the Mayor and Council shall rely upon the Contractor's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council, and (iv) agrees that such representations and warranties shall survive termination of this Construction Contract:

(a) **Organization.** The Contractor is a duly organized and validly existing business entity and is in good standing under the laws of the State of Maryland and has the power and authority to carry on its business in the State of Maryland.

(b) **Authority of the Contractor.** The Contractor has full power and authority to execute and deliver this Construction Contract, to execute and deliver the Contract Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Construction Contract, and to perform and observe the terms and provisions of all of the above.

(c) **Authority of Persons Executing Documents.** This Construction Contract and the other Contract Documents and all other documents or instruments executed and delivered or to be executed and delivered pursuant to this Construction Contract have been (to the extent scheduled to be delivered as of the date hereof) or will be (to the extent scheduled to be delivered subsequent to the date hereof) executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Contractor, and all actions required under the Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Construction Contract and the other Contract Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Construction Contract, have been or will be duly taken prior to delivery of each document or instrument.

(d) **Valid Binding Agreements.** This Construction Contract and the other Contract Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Construction Contract constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Contractor enforceable against it in accordance with their respective terms.

(e) **No Breach of Law or Agreement.** Neither the execution nor delivery of this Construction Contract and the other Contract Documents or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Construction Contract, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Contractor, or any provision of the

organizational documents of the Contractor, or will materially conflict with or constitute a material breach of or a material default under any agreement to which Contractor is a party.

(f) Compliance with Laws; Consents and Approvals. The Contractor shall comply with all applicable laws, ordinances, rules and regulations of the federal government, the State of Maryland, Montgomery County, Maryland, and the City of Rockville, and shall comply with all applicable directions, rules and regulations of the fire marshal, health officers, building inspectors and other officers of any such government or agency.

(g) No Pending Litigation, Etc. Neither Contractor nor any principal (or beneficiary) of Contractor is subject to any pending, threatened or current litigation, merger or acquisition, corporate or other restructuring or financial oversight.

(h) No Bankruptcy, Insolvency. Neither Contractor nor any of Contractor's principals (or beneficiaries) is currently subject to any voluntary or involuntary bankruptcy or other insolvency, reorganization, bankruptcy, receivership or other similar proceeding, Contractor has no knowledge of any of the same pending or being imminent, none of such parties have been subject to any of the same at any time during the 10 year period immediately preceding the Effective Date, and Contractor has not made an assignment for the benefit of its creditors.

(i) No Violation of Order, Etc. Contractor is not in violation of any order, decree or judgment arising out of, connected with or otherwise related to the design, construction, operation or management of any facility, building, project or system.

Section 7.02. Contractor's Certifications. The Contractor certifies to the Mayor and Council that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Construction Contract. For the purposes of this Section 7.02: "**corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in this Construction Contract execution; "**fraudulent practice**" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of the Mayor and Council, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive the Mayor and Council of the benefits of free and open competition; "**collusive practice**" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Mayor and Council or City of Rockville staff, a purpose of which is to establish bid prices at artificial, non-competitive levels; and "**coercive practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of this Construction Contract.

End of Article VII

**ARTICLE VIII.
DEFAULTS AND REMEDIES**

Section 8.01. Default.

(a) Notice of Default. In the event that the Mayor and Council determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, the City Manager may give written notice of default to the Contractor in the manner specified for the giving of notices in the Construction Contract, with a copy to Contractor's performance bond surety.

(b) Opportunity to Cure. Except for emergencies, the Contractor shall cure any default in performance of its obligations under the Contract Documents within five (5) Working Days (or such shorter time as the City Manager may reasonably require) after receipt of written notice. However, if the breach cannot be reasonably cured within such time, the Contractor will commence to cure the breach within five (5) Working Days (or such shorter time as the City Manager may reasonably require) and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) Working Days after receipt of such written notice.

Section 8.02. Mayor and Council's Rights and Remedies.

(a) Remedies Upon Default. If the Contractor fails to cure any default of this Construction Contract within the time period set forth above in Section 8.01, then the Mayor and Council may pursue any remedies available under law or equity, including, without limitation, the following:

(i) *Delete Certain Services.* The Mayor and Council may, without terminating the Construction Contract, delete certain portions of the Work, reserving to itself all rights to Losses related thereto.

(ii) *Perform and Withhold.* The Mayor and Council may, without terminating the Construction Contract, engage others to perform the Work or portion of the Work that has not been adequately performed by the Contractor and withhold the cost thereof to the Mayor and Council from future payments to the Contractor, reserving to itself all rights to Losses related thereto.

(iii) *Suspend the Construction Contract.* The Mayor and Council may, without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as the Mayor and Council determines, in its sole discretion, appropriate, in which event the Mayor and Council shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to the Contractor for damages if the Mayor and Council directs Contractor to resume Work.

(iv) *Terminate the Construction Contract for Default.* The Mayor and Council shall have the right to terminate this Construction Contract, in whole or in part, upon the failure of Contractor to promptly cure any default as required by Section 8.01. The Mayor and Council's

election to terminate this Construction Contract for default shall be communicated by giving the Contractor a written notice of termination in the manner specified for the giving of notices in the Construction Contract. Any notice of termination given to the Contractor by the Mayor and Council shall be effective immediately, unless otherwise provided therein.

(v) *Invoke the Performance Bond.* The Mayor and Council may, with or without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

(vi) *Additional Provisions.* All of the Mayor and Council's rights and remedies under this Construction Contract are cumulative and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not waive the Mayor and Council's authority to designate other breaches as material nor limit the Mayor and Council's right to terminate this Construction Contract or prevent the Mayor and Council from terminating the Contract Documents for breaches that are not material. The Mayor and Council's determination of whether there has been noncompliance with the Construction Contract so as to warrant exercise by the Mayor and Council of its rights and remedies for default under this Construction Contract, shall be binding on all Parties. No termination or action taken by the Mayor and Council after such termination shall prejudice any other rights or remedies of the Mayor and Council provided by law or equity or by the Contract Documents upon such termination; and the Mayor and Council may proceed against the Contractor to recover all liquidated damages and Losses suffered by the Mayor and Council.

(b) Delays by Sureties. Time being of the essence in the performance of the Work, if the Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven (7) Days from the date of the notice of termination, the Contractor's surety shall be deemed to have waived its right to complete the Work under this Construction Contract, and the Mayor and Council may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that the Mayor and Council determines advisable under the circumstances. The Contractor and its surety shall be jointly and severally liable for any additional cost incurred by the Mayor and Council to complete the Work following termination. In addition, the Mayor and Council shall have the right to use any materials, supplies, and equipment belonging to the Contractor and located at a Site for the purposes of completing the remaining Work.

(c) Damages to Mayor and Council.

(i) *For Contractor's Default.* The Mayor and Council will be entitled to recovery of all Losses under law or equity in the event of the Contractor's default under the Contract Documents.

(ii) *Compensation for Losses.* In the event that the Mayor and Council's Losses arise from the Contractor's default under the Contract Documents, the Mayor and Council shall be entitled to deduct the cost of such Losses from monies otherwise payable to the Contractor. If the Losses incurred by the Mayor and Council exceed the amount payable, the Contractor shall be liable to the Mayor and Council for the difference and shall promptly remit same to the Mayor and Council.

(d) Suspension by Mayor and Council.

(i) *Suspension for Convenience.* The Mayor and Council may, at any time and from time to time, without cause, order the Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time. The order shall be specifically identified as a Suspension Order by the Mayor and Council. Upon receipt of a Suspension Order, the Contractor shall, at the Mayor and Council's expense, comply with the order and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order. During the Suspension or extension of the Suspension, if any, the Mayor and Council shall either cancel the Suspension Order or, by Change Order, delete the Work covered by the Suspension Order. If a Suspension Order is canceled or expires, the Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. A Suspension Order shall not be the exclusive method for the Mayor and Council to stop the Work.

(ii) *Suspension for Cause.* In addition to all other remedies available to the Mayor and Council, if the Contractor fails to perform or correct work in accordance with the Contract Documents, the Mayor and Council may immediately order the Work, or any portion thereof, suspended until the cause for the suspension has been eliminated to the Mayor and Council's satisfaction. The Contractor shall not be entitled to an increase in Contract Time or Contract Sum for a suspension occasioned by the Contractor's failure to comply with the Contract Documents. The Mayor and Council's right to suspend the Work shall not give rise to a duty to suspend the Work, and the Mayor and Council's failure to suspend the Work shall not constitute a defense to the Contractor's failure to comply with the requirements of the Contract Documents.

(e) Termination Without Cause. The Mayor and Council may, at its sole discretion and without cause, terminate this Construction Contract in part or in whole upon written notice to the Contractor. The termination is effective ten (10) Days after the notice is issued, unless a different time is given in the notice. The compensation allowed under this Section 8.02(e) shall be the Contractor's sole and exclusive compensation for such termination, and the Contractor waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind resulting from termination without cause. Termination pursuant to this provision does not relieve the Contractor or its sureties from any of their obligations for Losses arising from or related to the Work performed by the Contractor.

(i) *Compensation.* Following such termination and within forty-five (45) Days after receipt of a billing from the Contractor seeking payment of sums authorized by this Paragraph 8.02(e)1., the Mayor and Council shall pay the following to the Contractor as Contractor's sole compensation for performance of the Work:

A. For Work Performed. The amount of the Contract Sum allocable to the portion of the Work properly performed by the Contractor as of the date of termination, less sums previously paid to Contractor.

B. For Close-out Costs. Reasonable costs of the Contractor and its Subcontractors: (i) Demobilizing and (ii) Administering the close-out of its participation in a

Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) Days after receipt of the notice of termination.

C. For Fabricated Items. Previously unpaid cost of any items delivered to a Site which were fabricated for subsequent incorporation in the Work.

D. Profit Allowance. An allowance for profit calculated as four percent (4%) of the sum of the above items, provided Contractor can prove a likelihood that it would have made a profit if the Construction Contract had not been terminated.

(ii) *Subcontractors*. The Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Construction Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor against City under this Section.

(f) Loss of Federal or State Funding. In the event any federal or state funding used to pay for the Work under this Construction Contract is reduced, withdrawn, frozen or otherwise cannot be made in full, this Construction Contract shall automatically terminate, unless both Parties agree to a modification of the obligations under this Construction Contract. The effective date of such termination shall be ninety (90) Days after the Contractor receives written notice of the reduction in payment, unless available funds are insufficient to continue payments in full during the ninety (90) Day period. A reduction in federal or state funding does not reduce monies due and owing to the Contractor on or before the effective date of the termination of the Agreement.

(g) Contractor's Duties Upon Termination. Upon receipt of a notice of termination pursuant to this Section 8.02, the Contractor shall, unless the notice directs otherwise, do the following:

(i) Immediately discontinue the Work to the extent specified in the notice;

(ii) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work that is not discontinued;

(iii) Provide to the Mayor and Council a description in writing, no later than fifteen (15) Days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as the Mayor and Council may determine necessary in order to decide whether to accept assignment of or request the Contractor to terminate the subcontract, purchase order or contract;

(iv) Promptly assign to the Mayor and Council those subcontracts, purchase orders or contracts, or portions thereof, that the Mayor and Council elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that the Mayor and Council does not elect to accept by assignment; and

(v) Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on a Site or in transit thereto.

Upon termination, whether for cause or for convenience, the provisions of the Contract Documents remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

Section 8.03. Contractor's Rights and Remedies.

(a) Contractor's Remedies. Contractor may terminate this Construction Contract only upon the occurrence of one of the following:

1. *For Work Stoppage.* The Work is stopped for sixty (60) consecutive Days, through no act or fault of the Contractor, any subcontractor, or any employee or agent of the Contractor or any subcontractor, due to issuance of an order of a court or other public authority other than the Mayor and Council having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable. This provision shall not apply to any work stoppage resulting from the Mayor and Council's issuance of a suspension notice issued either for cause or for convenience.

2. *For Mayor and Council's Non-Payment.* If the Mayor and Council does not pay the Contractor undisputed sums within ninety (90) Days after receipt of notice from the Contractor, the Contractor may terminate this Construction Contract (30) Days following a second notice to the Mayor and Council of the Contractor's intention to terminate the Construction Contract.

(b) Damages to Contractor. In the event of termination for cause by the Contractor, the Mayor and Council shall pay the Contractor the sums provided for in Paragraph 8.02(e)1 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

End of Article VIII

**ARTICLE IX.
MISCELLANEOUS PROVISIONS**

Section 9.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Contractor and Mayor and Council shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) 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, addressed to:

To the Mayor and Council: Mayor and Council of Rockville
c/o Office of the City Clerk
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Sara Taylor-Ferrell, City Clerk / Director of
Council Operations

With copies to:

Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Robert E. Dawson, City Attorney

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Jeff Mihelich, City Manager

Department of Public Works
111 Maryland Avenue
Rockville, Maryland 20850
Attn: James Woods, Interim Director

To the Contractor: Kinsley Construction LLC
1110 E. Princess St.
President
PO Box 2886
York, PA 17405
Attn: Nathan Irwin, Vice

Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) Working Day after delivery by such service. Notices mailed shall be deemed effective on the third (3rd) Working Day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

The Parties' respective contacts for emergencies are as follows:

Dan Stevens – Chief of Construction Management
Department of Public Works
850 Avery Road
Rockville, MD 20851
Telephone 240-314-8552
Email: dstevens@rockvillemd.gov

Kinsley Construction LLC
Nathan Irwin
717-451-7595
nirwin@kinsleyconstruction.com

Section 9.02. Relationship of Parties. The provisions of this Construction Contract are intended solely for the purpose of defining the relative rights of the Parties and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to the Construction Contract.

Section 9.03. Interpretation. The terms of the Construction Contract shall be construed in accordance with the meaning of the language used and as a whole according to its fair meaning, and shall not be construed for or against any Party by reason of the authorship of the Construction Contract or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of the Construction Contract.

Section 9.04. Non-Liability of Officials, Employees and Agents. No member of the Mayor and Council or any of its respective officers, employees, successors, or agents shall be personally liable to the Contractor in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Contractor or its respective successors or assigns or on any obligation under the terms of the Construction Contract.

Section 9.05. No Third-Party Beneficiaries. No provision of the Construction Contract shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

Section 9.06. Parties Bound. Except as otherwise limited herein, the provisions of the Construction Contract shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns.

Section 9.07. Severability. If any term, provision, covenant, or condition of the Construction Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Construction Contract shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of the Construction Contract. In the event that all or any portion of the Construction Contract is found to be unenforceable, the Construction Contract or that portion which is found to be unenforceable

shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid the Construction Contract or that portion which is found to be unenforceable.

Section 9.08. Prohibition Against Transfers. The Mayor and Council is entering into this Construction Contract in reliance upon the stated experience and qualifications of the Contractor and its subcontractors set forth in its Bid. Accordingly, Contractor shall not assign, hypothecate, or transfer this Construction Contract or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of the Mayor and Council. Any assignment, hypothecation, or transfer without said consent shall be null and void and shall be deemed a substantial breach of contract and grounds for default in addition to any other legal or equitable remedy available to the Mayor and Council.

The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of the Contractor that shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

Section 9.09. Governing Law. The Construction Contract and all other Contract Documents are entered into and shall be construed in accordance with and governed by the laws of the State of Maryland without regard to choice-of-law rules. The Parties consent to the jurisdiction and venue of the Circuit Court for Montgomery County, Maryland.

Section 9.10. Tax Exemption. The City is exempt from the payment of any federal excise or any Maryland sales tax.

Section 9.11. Local Government. Notwithstanding anything herein contained to the contrary, Contractor acknowledges the Mayor and Council is a political subdivision and its obligations hereunder are given only to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding, and subject to the notice requirements and damages limitations stated in applicable law, including, but not limited to, the Local Government Tort Claims Act, Md. Code Ann., Ct & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.), as amended from time to time.

Section 9.12. Construction Documents. All Construction Documents referred to in the Construction Contract are by such references fully incorporated herein.

Section 9.13. Entire Agreement, Waivers and Amendments. The Construction Contract integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to the Projects and the Work. All waivers of the provisions of the Construction Contract must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

Section 9.14. Counterparts. The Construction Contract may be executed in counterparts, each of which shall be deemed to be original, and such counterparts shall constitute one and the same instrument.

Section 9.15. Electronic Signatures. This Construction Contract may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

Section 9.16. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of the Construction Contract to the contrary, nothing in the Construction Contract nor any action taken by the Mayor and Council pursuant to the Construction Contract nor any document which arises out of the Construction Contract shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the City of Rockville’s elected and appointed officials, officers, and employees.

Section 9.17. Contract Disputes. Any dispute concerning the interpretation of this Construction Contract shall be resolved pursuant to Section 17-173 of the Rockville City Code. Pending final adjudication of such dispute, the Contractor shall proceed diligently with performance of the Work pursuant to this Construction Contract.

End of Article IX

(Signature page to follow)

IN WITNESS WHEREOF, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this Construction Contract, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written 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

KINSLEY CONSTRUCTION, LLC
a Pennsylvania limited liability company

By: _____
Nathan Irwin, Vice President

EXHIBIT A
BID PRICING FORM

ATTACHMENT D

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE BID SUBMITTAL. FAILURE TO SUBMIT THIS FORM SHALL DEEM THE BIDDER NON-RESPONSIVE.

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR THE PROJECT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS. ALTERATIONS TO THIS FORM OR BID ALTERNATES (UNLESS OTHERWISE SPECIFIED) ARE NOT ACCEPTABLE. LINE ITEMS LEFT BLANK OR MARKED "\$0" SHALL DEEM THIS BID NON-RESPONSIVE.



City of Rockville
Rockville, Maryland

BID PROPOSAL FORMS

GLENORA PARK: STREAM SPOT REPAIR

THESE FORMS MUST BE COMPLETED, SIGNED AND SUBMITTED

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
GLENORA PARK:
STREAM SPOT REPAIR**

BID PROPOSAL FORM

THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY TO CONSTRUCT THE STORM DRAIN OUTFALL STABILIZATION PROJECT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS.

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$39,560.00	\$39,560.00
2	Construction Stakeout	1	LS	\$3,325.00	\$3,325.00
3	Clearing and Grubbing	1	LS	\$3,250.00	\$3,250.00
4	Demolition of Existing Structures and Debris	1	LS	\$900.00	\$900.00
5	Tree Removal (DBH ≥ 12" to < 18")	6	EA	\$1,155.00	\$6,930.00
6	Tree Removal (DBH ≥ 18")	1	EA	\$4,040.00	\$4,040.00
7	Flush Cut Tree	5	EA	\$1,155.00	\$5,775.00
8	Tree Snagging	1	EA	\$5,200.00	\$5,200.00
9	Tree Protection	20	EA	\$900.00	\$18,000.00
10	Stabilized Construction Entrance	1	LS	\$7,230.00	\$7,230.00
11	Construction Access Road, Staging and Stockpile Areas (Mats, Mulch)	1,126	SY	\$42.20	\$47,517.20
12	Maintenance of Streamflow and Dewatering	1	LS	\$1,750.00	\$1,750.00
13	Mountable Berm	5	EA	\$572.00	\$2,860.00
14	Silt Fence	561	LF	\$3.30	\$1,851.30
15	Silt Fence on Pavement	0	LF	\$0.00	\$0.00
16	Inlet Protection	1	EA	\$270.00	\$270.00
17	High Visibility Fence	1,819	LF	\$2.90	\$5,275.10
18	Maintenance of Traffic	1	LS	\$3,400.00	\$3,400.00
19	Temporary Soil Stabilization Matting	1,059	SY	\$5.20	\$5,506.80
20	Temporary Stabilization	1,302	SY	\$0.60	\$781.20

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
21	Unclassified Excavation, Onsite Grading and Offsite Disposal	1	LS	\$40,125.00	\$40,125.00
22	Riprap Slope Protection	177	SY	\$167.20	\$29,594.40
23	Riffle-Weir	4	EA	\$6,700.00	\$26,800.00
24	Boulder-Cascade	2	EA	\$6,435.00	\$12,870.00
25	Riprap Sill Grade Control	1	LS	\$920.00	\$920.00
26	Imbricated Rock Wall	1	LS	\$41,500.00	\$41,500.00
27	Split Rail Fence	26	LF	\$45.20	\$1,175.20
28	Furnished Topsoil	1	LS	\$11,950.00	\$11,950.00
29	Soil Stabilization Matting	1,521	SY	\$6.15	\$9,354.15
30	Lawn Seed Mix	1,060	SY	\$1.15	\$1,219.00
31	Cover/Nurse Crop Seed	1,550	SY	\$0.35	\$542.50
32	Native Upland Woody Seed Mix	896	SY	\$0.80	\$716.80
33	Native Upland Herbaceous Seed Mix	2,090	SY	\$0.38	\$794.20
34	Native Riparian Herbaceous Seed Mix	1,010	SY	\$0.60	\$606.00
35	Native Riparian Woody Seed Mix	340	SY	\$1.99	\$676.60
36	Woody Vegetation: Overstory 2" Caliper Replacement Trees	17	EA	\$445.00	\$7,565.00
37	Woody Vegetation: Reforestation Trees 1.0" Caliper & 6-7' Height	4	EA	\$395.00	\$1,580.00
38	Woody Vegetation: Reforestation Trees 0.5" Caliper	17	EA	\$195.00	\$3,315.00
39	Woody Vegetation: Evergreen & Understory Trees 4-5' Height	6	EA	\$200.00	\$1,200.00
40	Woody Vegetation: Shrubs 2-4' Height	12	EA	\$165.00	\$1,980.00
41	Woody Vegetation: Live Stakes	240	EA	\$5.55	\$1,332.00
42	As-Builts	1	LS	\$0.00	\$0.00
43	Non-Native Invasive Species Control and Monitoring	1	LS	\$10,740.00	\$10,740.00
GRAND TOTAL					\$369,977.45

Write the Total Bid Price for the **Glenora Park: Stream Spot Repair** in words:

Three hundred sixty-nine thousand nine hundred seventy-seven dollars and forty-five cents

By submitting this offer I acknowledge receipt of and incorporation into this offer of the following Addenda (check each applicable box):

Addendum #1 , Addendum #2 , Addendum #3 , Addendum #4 , Addendum #5 , Addendum #6

CONTRACT DURATION

This contract will begin 14 calendar days from the date of issuance of a notice to proceed. All work, excluding landscaping, shall be completed within 365 calendar days after the notice to proceed has been issued.

If directed by the DPW Inspector or Forestry Inspector for specific landscape pay items, landscaping may be delayed until the subsequent planting season, but must be completed no later than 60 calendar days from the start of the subsequent planting season as detailed in the Contract Documents.

Confirm your ability to meet the above schedule. YES NO


The City reserves the right to reject any or all bids, offer or proposals, to waive informalities, and to accept all or any part of any bid, offer proposal as they may deem to be in the best interest of the City of Rockville.

This bid and its Firm Fixed Prices shall remain valid for the Contract Duration.

I/We hereby certify that I/we are the only person(s) interested in this proposal as principals, and that an examination has been made of the work site, the specifications, the plans and the bid documents. We propose to furnish all necessary machinery, materials, equipment, tools, labor, and other means of construction required to complete the project.

All Bid Items shall be performed per the referenced Contract Documents on file in the Purchasing Division of the City of Rockville. Descriptions, Submittals, Measurements and Payment of all Bid Items shall be as described in the Technical Specifications, unless otherwise specified in the Contract Documents. All work items described in the Contract Documents that are not referenced by a specific pay item shall be considered incidental to all other items in the Contract Documents.

I/We hereby certify that I/we have read and understand the requirements of this Bid Proposal Form and, that I/we, as the Bidder, will comply with all requirements. I/we am/are duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this Bid Proposal Form.

 _____ Nathan Irwin	_____ Vice President	_____ March 24, 2026
Contractor Kinsley Construction, LLC	Title	Date

EXCEPTIONS

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? If yes, please explain.
No _____

COMPLETE AND RETURN WITH BID

ATTACHMENT B AFFIDAVIT

I hereby affirm that: I am the Vice President and the duly authorized representative of the firm of Kinsley Construction, LLC whose address is 1110 E. Princess St., PO Box 2886, York, PA 17405

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm no, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

- A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:
 - (1) bribery, attempted bribery, or conspiracy to bribe.
 - (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
 - (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
 - (4) a criminal violation of an anti-trust statute.
 - (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
 - (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
 - (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. none

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and 

Title Nathan Irwin, Vice President

Date March 24, 2026

ATTACHMENT B
BIDDER REFERENCE FORM

BIDDER MUST COMPLETE AND SUBMIT WITH BID

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community. The bidder shall have performed similar work for a minimum period of five (5) years. He shall furnish a representative list of five (5) projects involving work as specified, two of which shall be the last jobs completed. The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request.

Bidder Name	Kinsley Construction, LLC
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#1 Project Name	Montouri Property Stream Restoration		
Project Owner's Name	Montgomery Housing Partnership (our contract was with Donohoe Construction)		
Project Site Address	11901 Nebel Street		
	Rockville, MD 20852		
Project Owner's Contact Name	Terezia Fields		
Project Owner's Contact Telephone	(202) 333-0880		
Project Owner's Contact e-mail	tereziaf@donohoe.com		
Contract Value	\$ 410,876		
Scheduled completion date	5/30/25	Percent complete	100%
Name of project foreman	Ross Carico		

Description of your Project	<p>Our team assisted Donohoe Construction Company in serving Montgomery County Partnership on this stream restoration project. This 468-linear-foot section of a perennial stream, part of an unnamed tributary to Rock Creek, underwent significant enhancements to improve ecological health and stability. The project prevents erosion, controls sediment transport, manages stream flow and creates a more sustainable habitat for wildlife. Our scope of work included:</p> <ul style="list-style-type: none"> • Implementing timber-boulder step-pools, riffle grade-control and imbricated stone walls • Planting native trees and shrubs. including oaks, elms, dogwoods, willows, viburnum, serviceberries and evergreens <p>In addition to boosting the area’s ecological diversity and aesthetic appeal, we’re proud to share that these efforts also provide a stronger, healthier ecosystem for the stream and surrounding areas.</p>
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BIDDER REFERENCE FORM - BIDDER MUST COMPLETE AND SUBMIT WITH BID

#2 Project Name	Upper and Lower Scotts Level Branch Stream Restoration		
Project Owner’s Name	Baltimore County Department of Environmental Protection & Sustainability		
Project Site Address	8644 Allenswood Road		
	Randallstown, MD 21133		
Project Owner’s Contact Name	Dennis Genito		
Project Owner’s Contact Telephone	(410) 887-4145		
Project Owner’s Contact e-mail	dgenito@baltimorecountymd.gov		
Contract Value	\$ 7,691,627		
Scheduled completion date	12/31/25	Percent complete	100%
Name of project foreman	Brian Zink and Michael Smith		

Description of your Project	<p>Working with the Baltimore County and RK&K, we successfully restored the stream along Scotts Level Branch.</p>
	<p>Separated into two contracts, the Upper Scotts Level Branch involved restoring 3,887 linear feet of stream. Completed in February 2024, with planting finished in May 2024, the project replaced an outdated concrete channel with a natural stream channel, incorporating a series of riffles and pools to enhance hydrologic stability. Buried rock protection and buried log sills were also implemented to mitigate high shear stress areas.</p>
	<p>Trees removed during construction were repurposed as root wads to support grade control and wetland functions, while native species like sycamore, dogwoods, and willows were planted to enhance the areas aesthetic appeal.</p> <p>We then restored the Lower Scotts Level Branch. This project involved 4,700 linear feet of stream restoration and storm drainage improvements. Our scope included bulk excavation to lower the floodplain elevation and improve the waterway's resilience to storms and reducing flood risks. We also installed in-stream and valley-wide log sills. Woody debris was integrated into the floodplain to boost carbon levels and reduce shear stress during floods. Native species were planted to stabilize soil and enhance wildlife habitat.</p>

BIDDER REFERENCE FORM - BIDDER MUST COMPLETE AND SUBMIT WITH BID

#3 Project Name	Rose Hill Manor Park BMP Stream Restoration		
Project Owner's Name	Frederick, MD Board of County Commissioners		
Project Site Address	1611 North Market Street		
	Frederick, MD 21701		
Project Owner's Contact Name	Kyle Baker		
Project Owner's Contact Telephone	(301) 600-3503		
Project Owner's Contact e-mail	kbaker2@frederickcountymd.gov		
Contract Value	\$ 630,749		
Scheduled completion date	3/1/26	Percent complete	100%
Name of project foreman	Jonathan Bigford		

Description of your Project

In order to meet the County Municipal Separate Storm Sewer System (MS4) requirements, Kinsley was selected to restore this streambank.

Our scope of work included:

- Demolishing the existing foot bridge and culvert
- Placing new streambed material, such as:
 - Riffles
 - Live stakes
 - Toe boulders
- Constructing an imbricated wall
- Planting native trees and shrubs throughout the floodplain
- Upgrading the stormwater management system
- Replacing an aging corrugated metal pipe with a concrete culvert

The updated system captures runoff and releases it slowly, helping to protect the restored stream from erosion during high-flow events.

BIDDER REFERENCE FORM - BIDDER MUST COMPLETE AND SUBMIT WITH BID

#4 Project Name	Patuxent Mitigation Bank Stream Restoration		
Project Owner's Name	Johnson, Mirmiran & Thompson		
Project Site Address	2570 Florence Road		
	Woodbine, MD 21797		
Project Owner's Contact Name	James Morris (now with Ecosystem Planning and Restoration)		
Project Owner's Contact Telephone	(443) 979-7718		
Project Owner's Contact e-mail	unknown		
Contract Value	\$ 4,582,190		
Scheduled completion date	8/1/22	Percent complete	100%
Name of project foreman	Mark Miller		
Description of your Project	<p>In collaboration with JMT, we revitalized a segment of Cabin Creek, connecting it to the Patuxent River within a mitigation bank project. The main goal was to restore both impaired resources and the habitats in the area. This involved a complete channel realignment and the installation of cross-rock vanes for grade control.</p> <p>Additional measures included placing digger logs, toe wood, and boulders to stabilize the stream banks and support aquatic life. Over 12,000 trees and shrubs were planted to reinforce the channel banks and floodplain, fostering a robust riparian root system.</p> <p>This project was an ecological uplift with the following protected under permanent conservation easement:</p> <ul style="list-style-type: none"> • 10,286 linear feet of stream restoration • 1,143 linear feet of stream preservation • Two acres of wetland enhancement • 33 acres of wetland restoration • 10 acres of wetland preservation • Eight acres of wetland buffer enhancement 		

BIDDER REFERENCE FORM - BIDDER MUST COMPLETE AND SUBMIT WITH BID

#5 Project Name	Barshinger Run Stream/Floodplain Restoration		
Project Owner's Name	York County Storm Water Consortium		
Project Site Address	815 Hess Farm Road		
	York, PA 17313		
Project Owner's Contact Name	Pamela Shellenberger		
Project Owner's Contact Telephone	(717) 771-9870 x1768		
Project Owner's Contact e-mail	pshellenberger@ycpc.org		
Contract Value	\$ 2,588,150		
Scheduled completion date	7/31/21	Percent complete	100%
Name of project foreman	Mark Miller		
Description of your Project	<p>Design-build services to reduce the amount of sediment traveling from this creek into the Chesapeake Bay. The project included:</p> <ul style="list-style-type: none"> • 1,900 linear feet for stream/floodplain restoration using natural channel design • In-stream structures were installed including: <ul style="list-style-type: none"> ○ five rock j-hooks ○ eight log j-hooks ○ ten digger logs • Stabilized the site by planting a riparian seed mix, as well as riparian buffer tree and shrub seedlings <p>Completed in 2021, the project has been stable for the last four years. Inspections have revealed no bank slumps, structure displacement or erosion around toes. Additionally, all plants have thrived without the need for repair or replanting.</p>		

SUBCONTRACTOR REFERENCE FORM
BIDDER MUST COMPLETE AND SUBMIT WITH BID

SUBMIT A SEPARATE REFERENCE FORM FOR EACH PROPOSED SUBCONTRACTOR

Subcontractor's Name	Titan Tree Care LLC		
Address	PO Box:181 Brandy Station, VA 22714		
Telephone	(703)584-5525		
Subcontractor's Contact Name	Devin McMillan		
Description of Work to be Subcontracted	Tree Protection, Clearing, Invasive Control		

#1 Reference Organization Name	Kinsley Construction LLC		
Address	1100 E Princess St		
	York PA, 17403		
Contact Name	Croydon Creek		
Contact Name Telephone	(717) 515-4062		
Contact Name e-mail	devin@titantreecare.org		
Contract Value	\$ 59,250.00		
Scheduled completion date	TBD	Percent complete	10%
Description of Project Work	Invasive control, clearing, tree protection		

SUB-CONTRACTOR REFERENCE FORM
BIDDER MUST COMPLETE AND SUBMIT WITH BID

#2 Reference Organization Name	Avon Corporation		
Address	5621 Vine St, Alexandria, VA 22310		
Contact Name	Bart Crowne		
Contact Name Telephone	(703)978-8300		
Contact Name e-mail	bcowne@avoncorporation.com		
Contract Value	\$ 25,600.00		
Scheduled completion date	2025	Percent complete	100%
Description of Project Work	Tree care, arborist monitoring, root pruning		

#3 Reference Organization Name	Donohoe Construction		
Address	7101 Wisconsin Ave, Bethesda, MD 20814		
Contact Name	Kian Memari		
Contact Name Telephone	(240) 278-1604		
Contact Name e-mail	kianm@donohoe.com		
Contract Value	\$ 108,750.00		
Scheduled completion date	2025	Percent complete	

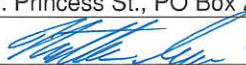
City of Rockville
IFB 19-26

Submittal Checklist and Signature

This page must be completed and submitted with your bid. Failure to submit this page shall deem your bid non-responsive.

- X Responses shall be submitted electronically via the City's Collaboration Portal no later than the due date and time as shown in this solicitation.
[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](http://rockvillemd.gov)
- X Did an authorized company representative sign the bottom portion of this of this page?
- X Did an authorized representative sign the Affidavit form?
- X Did you complete the bidder reference form in attachment c?
- X Did you attach the five (5) percent bid bond?
- X Did you attach the Bid Proposal Form?
- X If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to <https://dat.maryland.gov/Pages/default.aspx>
- X Did you check the City's Collaboration Portal for any addenda and include a signed copy of each with your response?

Note: The City will no longer generate check payments to awarded vendors. Electronic payments will only be issued. If your company is selected, you shall be required to complete and submit an ACH application prior to award of a contract/purchase order.

PAYMENT TERMS: NET 30	DELIVERY: _____	DAYS AFTER RECEIPT OF ORDER
PROMPT PAYMENT DISCOUNT: ____%	FOR PAYMENT WITHIN ____	DAYS
COMPANY LEGAL NAME: <u>Kinsley Construction, LLC</u>	_____	
ADDRESS: <u>1110 E. Princess St., PO Box 2886, York, PA 17405</u>	_____	
SUBMITTED BY: <u></u>	<u>2/24/2026</u>	DATE
SIGN YOUR NAME	DATE	
<u>Nathan Irwin, Vice President</u>	_____	
PRINT YOUR NAME	_____	
TELEPHONE# <u>717-451-7595</u>	FAX # <u>N/A</u>	_____
E-MAIL ADDRESS: <u>nirwin@kinsleyconstruction.com</u>	FEDERAL ID#/OR SS# <u>23-1689806</u>	_____
<i>For informational purposes only – Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business: ____ yes ____ no <u>X</u> I choose not to respond</i>		

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Kinsley Construction, LLC
1110 E. Princess St., PO Box 2886
York, PA 17405

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of
America

One Tower Square
Hartford, CT 06183

This document has important
legal consequences. Consultation
with an attorney is encouraged
with respect to its completion or
modification.

OWNER:

(Name, legal status and address)

City of Rockville
111 Maryland Ave., 1st Floor
Rockville, MD 20850

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Invitation for Bids #19-26, Glenora Park Stream Spot Repair Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of March, 2026

Jennifer J. Small
(Witness)

Kinsley Construction, LLC
(Principal) (Seal)

By: David C. Muehling
(Title) David C. Muehling, CFO

Haley Taalman
(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

By: Kathleen M. Coen
(Title) Kathleen M. Coen Attorney-in-Fact



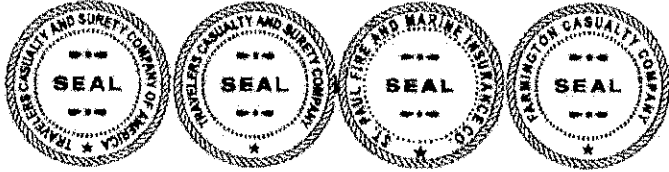


Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Kathleen M. Coen of West Hartford, CT, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024.



State of Connecticut

By: 
 Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

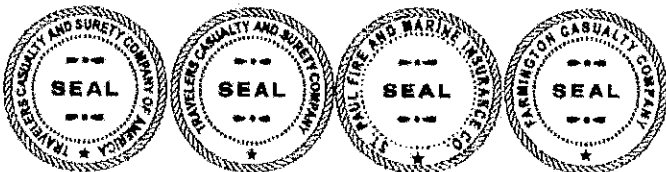
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect:

Dated this March 24, 2026




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2025

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,662,906,274	LOSSES	\$ 1,735,881,248
STOCKS	112,191,286	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	\$ 4,230,846
CASH AND INVESTED CASH	177,299,911	LOSS ADJUSTMENT EXPENSES	164,080,135
OTHER INVESTED ASSETS	9,905,847	COMMISSIONS	40,650,076
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	23,568,930	OTHER EXPENSES	47,760,922
INVESTMENT INCOME DUE AND ACCRUED	48,367,185	TAXES, LICENSES AND FEES	12,780,535
PREMIUM BALANCES	385,684,149	UNEARNED PREMIUMS	1,717,624,733
REINSURANCE RECOVERABLE	34,216,567	ADVANCE PREMIUM	2,566,034
NET DEFERRED TAX ASSET	81,112,508	POLICYHOLDER DIVIDENDS	30,266,987
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,268,363	CEDED REINSURANCE NET PREMIUMS PAYABLE	73,112,571
UNDISTRIBUTED PAYMENTS	10,164,121	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,690,481
RECEIVABLES FOR SECURITIES	985,983	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	15,216,941
OTHER ASSETS	574,445	REMITTANCES AND ITEMS NOT ALLOCATED	5,931,623
		PROVISION FOR REINSURANCE	8,746,887
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	63,672,043
		PAYABLE FOR SECURITIES	47,196,886
		PAYABLE FOR SECURITIES LENDING	23,568,930
		OTHER ACCRUED EXPENSES AND LIABILITIES	344,435
		TOTAL LIABILITIES	\$ 3,998,322,313
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	2,119,827,696
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,559,811,356
TOTAL ASSETS	\$ 6,558,133,699	TOTAL LIABILITIES & SURPLUS	\$ 6,558,133,699

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

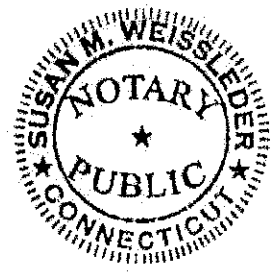
MICHAEL J. DODDY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2025.

Michael J. Doddy
 VICE PRESIDENT - FINANCE

Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 20TH DAY OF AUGUST, 2025

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2027





CITY OF ROCKVILLE
Procurement Department
111 Maryland Avenue
Rockville, Maryland 20850-2364
Phone 240-314-8430 Fax 240-314-8439

ADDENDUM 1

DATE: March 17, 2026

REFERENCE: City of Rockville
Invitation for Bids:

INVITATION FOR BIDS #19-26
GLENORA PARK STREAM SPOT REPAIR PROJECT

Scheduled Bid Due Date

Tuesday, March 24, 2026 at 2:00 P.M. (EST)

ATTENTION ALL BIDDERS:

The following addendum is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all Bidders who respond to this IFB. Specific parts of the IFB have been amended. Bidders are required to acknowledge receipt of the addendum by signing in the appropriate space at the end of the addendum. Failure to do so may subject your bid to disqualification. No provided answer to a question may in and of itself change any requirement of the IFB. The following revisions /deletions / additions are listed below; new language has been underlined and marked in red bold (ex: **new language**) and language deleted has been marked with a strikeout (ex. ~~language deleted~~).

Delete the following:

CITY OF ROCKVILLE, MARYLAND SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Replace with the following:

CITY OF ROCKVILLE, MARYLAND GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
CONSTRUCTION 3/2022

Attachments:

CITY OF ROCKVILLE, MARYLAND GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
CONSTRUCTION 3/2022

MODIFICATION 1. Modifications to Technical Specifications, Pay Items 22, 23, and 24.

PAY ITEM NO. 22 – RIPRAP SLOPE PROTECTION; MATERIALS

Add:

H. The Contractor may, as an alternative to using 100 percent streambed material (Material D.) to fill voids within the riprap mix, elect to incorporate No. 2 stone and No. 57 stone as supplemental void-reducing material. No. 2 stone and No. 57 stone shall be used only to fill interstitial spaces within the primary rock matrix and shall not function as primary rock in the mix. Of the total material used to fill void space within each lift, a minimum of 50 percent shall consist of streambed material (Material D.). The remaining void-reducing material may consist of No. 2 stone and No. 57 stone. No. 2 stone and No. 57 stone shall conform to the gradation requirements of AASHTO M43 and the material quality requirements of Section 901 of the MDOT SHA Standard Specifications for Construction and Materials (latest edition). Void space shall be minimized to the satisfaction of the City to ensure surface flow.

INVITATION FOR BIDS #19-26 GLENORA PARK STREAM SPOT REPAIR PROJECT**PAY ITEM NO. 22 – RIPRAP SLOPE PROTECTION; MEASUREMENT AND PAYMENT**

Add:

The payment will include full compensation for furnishing and placing all materials required to minimize void space and achieve surface flow over the structure, including streambed material, No. 2 stone and No. 57 stone.

PAY ITEM NO. 23 – RIFFLE-WEIR; MATERIALS

Add:

G. The Contractor may, as an alternative to using 100 percent streambed material (Material D.) to fill voids within the riprap mix, elect to incorporate No. 2 stone and No. 57 as supplemental void-reducing material. No. 2 stone and No. 57 stone shall be used only to fill interstitial spaces within the primary rock matrix and shall not function as primary rock in the mix. Of the total material used to fill void space within each lift, a minimum of 50 percent shall consist of streambed material (Material D.). The remaining void-reducing material may consist of No. 2 stone and No. 57 stone. No. 2 stone and No. 57 stone shall conform to the gradation requirements of AASHTO M43 and the material quality requirements of Section 901 of the MDOT SHA Standard Specifications for Construction and Materials (latest edition). Void space shall be minimized to the satisfaction of the City to ensure surface flow.

PAY ITEM NO. 23 – RIFFLE-WEIR; MEASUREMENT AND PAYMENT

Add:

The payment will include full compensation for furnishing and placing all materials required to minimize void space and achieve surface flow over the structure, including streambed material, No. 2 stone and No. 57 stone.

PAY ITEM NO. 24 – BOULDER-CASCADE; MATERIALS

Add:

H. The Contractor may, as an alternative to using 100 percent streambed material (Material D.) to fill voids within the riprap mix, elect to incorporate No. 2 stone and No. 57 stone as supplemental void-reducing material. No. 2 stone and No. 57 stone shall be used only to fill interstitial spaces within the primary rock matrix and shall not function as primary rock in the mix. Of the total material used to fill void space within each lift, a minimum of 50 percent shall consist of streambed material (Material D.). The remaining void-reducing material may consist of No. 2 stone and No. 57 stone. No. 2 stone and No. 57 stone shall conform to the gradation requirements of AASHTO M43 and the material quality requirements of Section 901 of the MDOT SHA Standard Specifications for Construction and Materials (latest edition). Void space shall be minimized to the satisfaction of the City to ensure surface flow.

PAY ITEM NO. 24 – BOULDER-CASCADE; MEASUREMENT AND PAYMENT

Add:

The payment will include full compensation for furnishing and placing all materials required to minimize void space and achieve surface flow over the structure, including streambed material, No. 2 stone and No. 57 stone.

QUESTIONS AND ANSWERS

QUESTION. Can the geometry/coordinates be provided for the stream baseline and survey of Spot Repair 1 and 2? Can you release the CAD files for the project?

ADDITION 1. The CAD file for the project and a waiver have been posted to the Collaboration Portal. All bidders must sign Terms and Conditions of Use of CADD Files, BayLand Disclaimer of Liability. All bids must submit a signed Disclaimer of Liability with their bid, regardless of whether they have used or downloaded the CAD files. Bidders who fail to include the Disclaimer of Liability with their bid may be deemed nonresponsive.

QUESTION. Do liquidated damages apply? If so, what is the amount? Does this project have liquidated damages? If so, what's the amount per day?

ADDITION 2. LIQUIDATED DAMAGES are addressed in the attached GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS CONSTRUCTION 3/2022.

QUESTION. Pay item 15 – Silt Fence on Pavement, on the bid proposal form has a 0 estimated quantity. Can this line item be quantified or removed?

CORRECTION 1. This pay item should be priced at zero dollars (\$0.00) and will not be utilized on this contract.

QUESTION. Please clarify the allowed completion time for construction. The specifications state 260 calendar days and 365 calendar days after NTP.

CORRECTION 2. All locations throughout the contract should indicate 365 calendar days for completion of construction.

REVISION 2. SECTION 1. PROJECT OVERVIEW. 1.4 PROJECT TIMING/COMPLETION

This contract will begin 10 calendar days from the date of issuance of a Notice to Proceed. All work associated with this project must be completed within **365** calendar days after the notice to proceed has been issued. It is possible that the City may issue a Limited Notice to Proceed (LNTP) to allow for mobilization, coordination, field measuring, NNI eradication, shop drawing review/approval, submission of work plan and ordering long lead time components.

QUESTION. Root Pruning is labeled on Sheet 7 but is not shown in the legend and a limit/boundary is not shown on the plan view. Could a line item be added to the bid form with the estimated amount of root pruning that will be required?

CLARIFICATION 1. Root pruning is included in Pay Item #9 – TREE PROTECTION. Details can be found in SECTION IV. TECHNICAL SPECIFICATIONS/SCOPE OF WORK.

QUESTION. Is there record of where the imbricated and rip rap was sourced from in the original 2014 stream restoration? In order to match color etc...

CLARIFICATION 2. There are not any source records from the original project. Rock specifications are included in Pay Item #26 – Imbricated Rock Wall. Details can be found in SECTION IV. TECHNICAL SPECIFICATIONS/SCOPE OF WORK.

QUESTION. Have any surveys or inspections been performed on the stability and condition of the existing retaining wall at 419 Feather Rock Dr? Are any additional measures recommended to protect the integrity of the wall from construction traffic? The proposed LOD and access road appears to scale about 9 inches off of the existing retaining wall.

CLARIFICATION 3. The existing landscaping retaining wall located at 419 Feather Rock Drive is to remain. Additional details can be found in SECTION III. SPECIAL TERMS AND CONDITIONS. 3.40. Protection of Work, Property, and Persons.

QUESTION. Please confirm there are no prevailing wages? Are there prevailing wage requirements for this contract? If prevailing wage is required, please provide the prevailing wages.

CLARIFICATION 4. The City of Rockville has no minimum/living wage requirements above those set by the federal government. Prior to submitting a bid, bidders should consult their accountants or bookkeepers with regard to how State of Maryland and Montgomery County, Maryland legislation related to minimum and living wages impacts their labor costs for the solicited work, as any additional costs associated with the legislation shall be the responsibility of the bidder.

QUESTION. Please confirm there are no MBE participation goals? Are there any minority participation requirements for this contract? There is not MBE goal for this project but bidders are strongly encouraged to utilize small and minority owned businesses, if possible. We noticed that minority participation is encouraged, are there minority/disadvantaged goals with this project?

CLARIFICATION 5. While there are not any requirements, it is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.

QUESTION. Which permits will the contractor be responsible for obtaining?

INVITATION FOR BIDS #19-26 GLENORA PARK STREAM SPOT REPAIR PROJECT

CLARIFICATION 6. The City has obtained all necessary permits for this project. Additional details can be found in SECTION III. SPECIAL TERMS AND CONDITIONS. 3.21. Permits.

QUESTION. Existing Tree-813 that is to be snagged. It has now fallen over and in the stream. Please clarify how pay item 8 should be bid? Removal and disposal?

CLARIFICATION 7. If Tree 813 has fallen since the survey was completed, snagging of the tree will not be required. Removal, at ground level, of trees with a DBH greater than or equal to twelve (12) inches will be paid for in accordance with Tree Removal (DBH \geq 12" to < 18"), Pay Item No. 5; Tree Removal (DBH \geq 18"), Pay Item No. 6; and Flush Cut Tree, Pay Item No. 7.

QUESTION. Since this project is anticipated to start after Labor Day. Could the bid due date be pushed?

CLARIFICATION 8. There are two (2) spot repair locations, and only the Carter Hill (Spot Repair #1) location has a time-of-year restriction. Therefore, the bid due date will remain the same.

QUESTION. To access Carter Hill Spot Repair #1, you must enter off the parking lot. Is the parking lot to be fully restored? Or minimal spot repairs? Who will be responsible for road repairs due to pre-existing conditions?

Temporary construction access is granted via Guy Court, through the Carter Hill Swim Club parking lot. Protection of the roadway AT ALL LOCATIONS is incumbent on the Contractor, and any restoration of paved areas as a result of damage that the Contractor is unable to demonstrate existed prior to the initiation of construction activities shall be repaired or replaced by the Contractor at no additional cost to the City. Additional details can be found in SECTION III. SPECIAL TERMS AND CONDITIONS. 3.40. Protection of Work, Property, and Persons.

QUESTION. Why does Carter Hill Spot Repair #1 have a LOD exclusion area over the existing 8" PVC sanitary sewer pipe?

CLARIFICATION 9. The LOD exclusion area is provided to protect the existing 8-inch PVC sanitary sewer and associated infrastructure. The plans intentionally restrict heavy equipment access and prevent staging and stockpiling of materials directly over the sewer alignment to minimize the risk of damage.

QUESTION. What is the depth of the existing 8" PVC sanitary sewer pipe?

CLARIFICATION 10. Structure labels shown on the plans include pipe invert elevations relative to the existing ground surface and topography. These elevations are provided for reference to assist the Contractor in estimating the approximate depth of the sanitary sewer. The Contractor is responsible for verifying the location and depth of all utilities prior to construction in accordance with the contract documents.

QUESTION. Please confirm that it is allowed to run equipment in the stream while performing work.

CLARIFICATION 11. Equipment operation within the stream channel is permitted where necessary to perform the work shown on the plans, provided all sediment control measures, including pump-around and dewatering practices, are properly installed and approved, and all applicable permit conditions and regulations are adhered to.

QUESTION. Is there an additional stockpile area to unload the imbricated stone prior to installation within the work area between stations 11+00 and 12+50.

CLARIFICATION 12. Additional stockpile areas are not specifically designated on the plans. The Contractor may utilize areas within the limits of disturbance for material staging if needed; however, any additional stockpile areas must be approved by the Inspector as noted on the plans.

QUESTION. Are there any seasonal restrictions in this project?

CLARIFICATION 13. Stream closure period for this project is March 1 through June 15.

QUESTION. ROCK TYPE. Bid docs require that "All rock shall be granite rock" for the following structures: Riffle-weir, Imbricated Rock Wall, Boulder Cascade, Riprap Slope Protection. The following questions are related to this requirement. Please confirm this granite requirement does Not apply to the bank run gravel indicated in the aforementioned structures.

INVITATION FOR BIDS #19-26 GLENORA PARK STREAM SPOT REPAIR PROJECT

CLARIFICATION 14. Correct. The granite requirement applies only to the primary structural rock used in riffle-weirs, imbricated rock walls, boulder cascades, and riprap slope protection. It does not apply to bank run gravel.

QUESTION. Granite is not called out for the Riprap Sill Grade Control Structure, does this structure require granite?

CLARIFICATION 15. Yes. Rock used in the Riprap Sill Grade Control Structure shall also meet the granite requirement.

QUESTION. Will consideration be given to allowing the use of non-granite stone for all structures included in this project?

CLARIFICATION 16. Granite rock material alternatives may be accepted subject to approval by the City, provided the material has a Los Angeles Abrasion loss not exceeding 35 percent, a minimum dry unit weight of 160 pcf, a maximum absorption of 2 percent, and meets the color requirements specified in the Specifications. The Contractor shall submit certifications or laboratory test reports verifying compliance with these requirements for review and approval by the City prior to delivery of material to the site.

QUESTION. If consideration is Not given to allowing an native stone type(s), can the engineer confirm that existing on-site rip rap scheduled for salvage and reuse satisfies the granite requirement?

CLARIFICATION 17. Rock shown on the plans to be removed and reused on site meets the requirement. Additional material required for construction of the proposed structures shall be imported and shall meet the granite requirement specified in the contract documents.

QUESTION. Does this contract have retainage? If so, what is the percentage held?

CLARIFICATION 18. Retainage is addressed in the attached GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS CONSTRUCTION 3/2022 which replaces the CITY OF ROCKVILLE, MARYLAND SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.

QUESTION. CERTIFIED AS BUILTS. Technical Specifications, Pay Item No. 42, Execution, B. states: "Contractor shall perform an As-Built Survey under the supervision of the Engineer." Given that the Engineer is responsible for supervising the As-Built Survey, will the Engineer provide certification of the As-Built drawings to satisfy the requirements outlined in Execution, D.? Please confirm.

CLARIFICATION 19. The design firm (BayLand) is responsible for signing and sealing the final record set (As-Built) plans at the completion of the project in accordance with the City's standard As-Built requirements. For the Construction Contractor (contractor), any deviations from the approved plans, such as grading limits, slopes, types/length/height of restoration features, and/or any modifications to typical details shall be marked, in red, on the construction plans. These shall be the "redline drawings." The redline drawings shall confirm all critical elevations, verify that all proposed structures have been installed in substantial conformance and document all deviations from the Contract Documents. At all times, one set of redline drawings shall be maintained and kept onsite by the contractor. In addition, once planting has been completed, the contractor shall redline the landscaping plan on a full-size copy of the Planting Plan. The contractor shall review the redlines with the Chief of Construction Management or his/her designee on a regular, agreed upon frequency. Upon completion of the project, the contractor shall provide the City with the redline drawings for approval. The redlines shall become the property of the city upon acceptance.

Any errors or omissions found and determined to be so by the City, who shall be the sole judge, to have occurred during construction shall be repaired by the contractor to the satisfaction of the City at no additional expense. The contractor shall make any necessary repairs or corrections required by the City including grading, adjustment of the drainage structure, etc. Upon completion of corrective action, the contractor shall furnish the City with a revised redline drawings showing the original information and any modification highlighted and noted.

The contractor shall work with BayLand as necessary in the development of the As-builts. As-builts are a formal document sealed by a licensed professional. As-builts are considered part of substantial completion and as such, retainage shall not be released until as-builts are approved.

CORRECTION 3. This pay item should be priced at zero dollars (\$0.00) and will not be utilized on this contract.

INVITATION FOR BIDS #19-26 GLENORA PARK STREAM SPOT REPAIR PROJECT

Additionally, please be sure to submit all required forms with your bid per this addendum and the solicitation instructions.

ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY SIGNING BELOW AND RETURNING A COPY OF THE ADDENDUM WITH YOUR BID OR ACKNOWLEDGING IN YOUR BID.

The bid pricing sheet has been deleted and replaced with the attached bid sheet that must be submitted with your bid submittal.

The submittal checklist has been deleted and replaced with the attached submittal checklist that must be submitted with your bid submittal.

Please sign below to acknowledge receipt of addendum and return with your bid.

Kinsley Construction, LLC

Company Name

March 17, 2026

Date



Authorized Signature

Nathan Irwin, Vice President



CITY OF ROCKVILLE
 Procurement Department
 111 Maryland Avenue
 Rockville, Maryland 20850-2364
 Phone 240-314-8430 Fax 240-314-8439

ADDENDUM 2

DATE: March 19, 2026

REFERENCE: City of Rockville
 Invitation for Bids:

INVITATION FOR BIDS #19-26
GLENORA PARK STREAM SPOT REPAIR PROJECT

Scheduled Bid Due Date

Tuesday, March 24, 2026 at 2:00 P.M. (EST)

ATTENTION ALL BIDDERS:

The following addendum is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all Bidders who respond to this IFB. Specific parts of the IFB have been amended. Bidders are required to acknowledge receipt of the addendum by signing in the appropriate space at the end of the addendum. Failure to do so may subject your bid to disqualification. No provided answer to a question may in and of itself change any requirement of the IFB. The following revisions /deletions / additions are listed below; new language has been underlined and marked in red bold (ex: **new language**) and language deleted has been marked with a strikeout (ex. ~~language deleted~~).

CORRECTION: The bid pricing sheet remains the same as in the solicitation and is not replaced.

CORRECTION: The submittal checklist remains the same as in the solicitation and is not replaced.

Additionally, please be sure to submit all required forms with your bid per this addendum and the solicitation instructions.

ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 2 BY SIGNING BELOW AND RETURNING A COPY OF THE ADDENDUM WITH YOUR BID OR ACKNOWLEDGING IN YOUR BID.

Please sign below to acknowledge receipt of addendum and return with your bid.

Kinsley Construction, LLC

 Company Name

March 19, 2026

 Date

 Authorized Signature

Nathan Irwin, Vice President



CITY OF ROCKVILLE
 Procurement Department
 111 Maryland Avenue
 Rockville, Maryland 20850-2364
 Phone 240-314-8430 Fax 240-314-8439

ADDENDUM 3

DATE: March 19, 2026

REFERENCE: City of Rockville
 Invitation for Bids:

INVITATION FOR BIDS #19-26
GLENORA PARK STREAM SPOT REPAIR PROJECT

Scheduled Bid Due Date

Tuesday, March 31, 2026 at 2:00 P.M. (EST)

ATTENTION ALL BIDDERS:

The following addendum is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all Bidders who respond to this IFB. Specific parts of the IFB have been amended. Bidders are required to acknowledge receipt of the addendum by signing in the appropriate space at the end of the addendum. Failure to do so may subject your bid to disqualification. No provided answer to a question may in and of itself change any requirement of the IFB. The following revisions /deletions / additions are listed below; new language has been underlined and marked in red bold (ex: **new language**) and language deleted has been marked with a ~~strikeout~~ (ex. ~~language deleted~~).

THE BID DUE DATE HAS BEEN CHANGED FROM MARCH 24, 2026 AT 2:00 PM EST TO MARCH 31, 2026 AT 2:00 PM EST.

THE BID OPENING HAS BEEN CHANGED FROM MARCH 24, 2026 AT 2:20 PM EST TO MARCH 31, 2026 AT 2:20 PM EST.


Additionally, please be sure to submit all required forms with your bid per this addendum and the solicitation instructions.

ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 3 BY SIGNING BELOW AND RETURNING A COPY OF THE ADDENDUM WITH YOUR BID OR ACKNOWLEDGING IN YOUR BID.

Please sign below to acknowledge receipt of addendum and return with your bid.

Kinsley Construction LLC

 Company Name



 Authorized Signature

3/31/2026

 Date



CITY OF ROCKVILLE
 Procurement Department
 111 Maryland Avenue
 Rockville, Maryland 20850-2364
 Phone 240-314-8430 Fax 240-314-8439

ADDENDUM 4

DATE: March 24, 2026

REFERENCE: City of Rockville
 Invitation for Bids:

INVITATION FOR BIDS #19-26
GLENORA PARK STREAM SPOT REPAIR PROJECT

Scheduled Bid Due Date

Tuesday, March 31, 2026 at 2:00 P.M. (EST)

ATTENTION ALL BIDDERS:

The following addendum is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all Bidders who respond to this IFB. Specific parts of the IFB have been amended. Bidders are required to acknowledge receipt of the addendum by signing in the appropriate space at the end of the addendum. Failure to do so may subject your bid to disqualification. No provided answer to a question may in and of itself change any requirement of the IFB. The following revisions /deletions / additions are listed below; new language has been underlined and marked in red bold (ex: **new language**) and language deleted has been marked with a strikethrough (ex. ~~language deleted~~).

The following has been added to Section III. Special Terms and Conditions. 3.11 Insurance Requirements of the solicitation:

Project Specific Insurance:

Subject to the full terms of the Insurance Requirements section, the Contractor shall also procure and maintain Contractor's Pollution Liability Insurance, also known as Environmental Impairment Liability, insurance covering liabilities arising from pollution conditions associated with the scope of work with limits of no less than \$1,000,000 per claim.

Additionally, please be sure to submit all required forms with your bid per this addendum and the solicitation instructions.

ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 4 BY SIGNING BELOW AND RETURNING A COPY OF THE ADDENDUM WITH YOUR BID OR ACKNOWLEDGING IN YOUR BID.

Please sign below to acknowledge receipt of addendum and return with your bid.

Kinsley Construction LLC

Company Name

Authorized Signature

3/31/2026

Date